



YATE TOWN COUNCIL

THIS AGREEMENT is made on the: xxx

BETWEEN

YATE TOWN COUNCIL of Poole Court, Poole Court Drive, Yate, South Gloucestershire, BS37 5PP ('the Council')

and

Xxxx ('the Provider')

WHEREAS

In response to the Council's invitation to tender of [xxxxxxx] 2024, the Provider has offered to provide the service described in Schedule 1-5 of this Agreement ('the Service'). Up to 1 April 2024 the Service has been provided by Learning Partnership West.

On the basis of the Provider's response to that invitation to tender, the Council selected the Provider as its preferred supplier and by delegated powers granted by the Environment and Community Council d5-year3.01.24, the Council resolved to pay the Provider a grant in the sum of up to £66,000 (excluding VAT) per annum ('the Grant') (increased annually by RPI as of September in the previous year) to reflect expenditure to be incurred for the 5 year period to commence 1 April 2024 until 31 March 2029.

Employees of Learning Partnership West, involved in the provision of the Services up to 1 April 2024, will not be transferred to the Provider in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE").

The Provider has agreed to accept the Grant on the conditions set out in this agreement;

IT IS AGREED

1. This agreement shall commence on the date of this agreement until the day immediately preceding the 5-year anniversary of this Agreement (the "Term") unless terminated earlier by either party in accordance with the termination provisions in this Agreement.
2. The Provider shall use the Grant solely for the purpose of providing the Service during the Term;
3. The Provider shall maintain full records of how the Grant is used and

- shall upon the Council's reasonable request provide the Council audited accounts and an annual financial report;
4. The Provider shall provide the Services (as defined in Schedule 1) at the times and locations referred to therein and use its best endeavours to comply with the detailed service specification and obligations set out in Schedules 1 - 5 to this Agreement and in providing such Services, the Provider shall at all times provide the Services in accordance with Best Industry Practice and provide such reasonable co-operation and information in relation to the Services. For the purposes of this clause, Best Industry Practice shall mean the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the Service Levels, the Term, the pricing structure, and any other relevant factors.
 5. The Council shall pay the Grant to the Provider in six monthly instalments in arrears on production of an invoice and expenditure against budget and service monitoring report, to justify the invoice payment request;
 6. If the Provider ceases to provide the service during the Term for whatever reason, then the Provider shall immediately repay such part of the Grant as demanded by the Council;
 7. The Provider shall arrange sufficient insurance cover in respect of claims, which might arise out of the provision of the Service, such cover to include public liability insurance to a level of indemnity which is satisfactory for the Council and the Provider shall not, during the Term of this Agreement, do anything to invalidate any such insurance policies. Proof of insurance cover shall be supplied to the Council upon its reasonable request;
 8. The involvement of the Council shall be acknowledged in any form of publicity produced by or on behalf of the Provider.
 9. The Provider shall not subcontract any part of the Service without prior agreement from the Council;
 10. The Council owns the youth work vehicle (URBIE) to be let under this contract which is to be used primarily for detached youth work in Yate. (NB* the Youth Vehicle is available to be let by the Council to LPW and other users in South Gloucestershire that work with young people.)
 11. The delivery venue areas will be as specified within this Agreement unless otherwise negotiated with the Provider. It is the responsibility of the Provider to provide a secure facility in accordance with this Agreement and to ensure facilities meet the needs of the Council, complying always with applicable health, safety, safeguarding policies, and other applicable policies of the Council as may be referred to in the Schedules of this Agreement;
 12. The Council will not make a charge to book the youth work vehicle (URBIE) for the purposes of the delivery of the Yate Town Council

contract. The hiring of the URBIE is administered by the Poole Court Office and terms of the hire are outlined in the standalone hire agreement which shall be supplied to the Provider at such time a request is made to use the URBIE;

13. Should the URBIE not be available for use, the Council will not be liable for any costs incurred by the Provider who is expected to make best endeavours to continue to deliver detached youth sessions funded by this Agreement. Detached sessions must be delivered in a way that is safe and accessible for staff and young people;
14. Schedule 5, Employment and Pensions shall apply to and be incorporated into this Agreement.
15. In providing the Services, the Provider shall:
 - a. attend Six monthly partnership progress meetings with Yate Town Council SLA and where necessary South Gloucestershire Council SLA representatives,
 - b. attend at least one annual Environment and Community committee meeting, to present to Yate Town Council Members about service updates and achievements to date;
 - c. sign post young people to telephone, online and in person support services, for example Off The Record, Young Minds, Samaritans;
 - d. seek prior permission from Yate Town Council to plan and deliver any activities/ trips/ events funded by the SLA, that sit outside of the regular delivery schedule of services;
16. The Provider shall allow the Council and any auditors, or other advisors, of the Council, such access to the Provider as may be reasonably required to undertake verification that the Services are being provided in accordance with the terms of this Agreement and, in particular, in accordance with the provisions of Schedule 4 herein.
17. Without prejudice to its rights under the preceding paragraph, the Council has the right to convene a meeting at any time to discuss the performance concerns it may have in relation to this Agreement.
18. The Council's liability under this Agreement shall be limited as referred to in Schedule 4, part f.
19. The Council may terminate this Agreement with the requirements of Schedule 4 and may issue a termination notice to the Provider if the Provider:
 - a. is in material default of this Agreement (which could constitute a single material default, or a number of repeated defaults that, taken together, constitute a material default);
 - b. experiences one of the following insolvency-related events:
 - i. it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986);

- ii. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- iii. it applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- iv. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
- v. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership, or limited liability partnership);
- vi. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- vii. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- viii. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days; or
- ix. any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in subparagraphs (i) to (viii).

20. If a dispute arises out of or in connection with this agreement or the performance, validity, or enforceability of it (Dispute), then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Community Projects Manager of the Council and [EMPLOYEE TITLE] of Provider shall attempt in good faith to resolve the Dispute;
- b. if the Community Projects Manager of the Council and [EMPLOYEE TITLE] of the Provider are for any reason unable to resolve the Dispute within [30] days of service of the Dispute

Notice, the Dispute shall be referred to the Town Clerk of the Council and [SENIOR OFFICER TITLE] of the Provider who shall attempt in good faith to resolve it; and

- c. if the Town Clerk of the Council and [SENIOR OFFICER TITLE] of the Provider are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within [14] days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start no later than [NUMBER] days after the date of the ADR notice.

21. The Provider warrants, represents and undertakes that:

- (a) it has full capacity to enter into and to perform this agreement;
- (b) this agreement is executed by a duly authorised representative of that party;
- (c) there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting it before any court or administrative body or arbitration tribunal that might affect its ability to meet and carry out its obligations under this agreement;
- (d) once duly executed, this agreement will constitute its legal, valid, and binding obligations;

22. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

23. The rights and remedies of the Council provided under this agreement are in addition to, and not exclusive of, any of its rights or remedies provided by law.

24. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25. If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this

agreement.

26. The Schedules and Annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules and Annexes.
27. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
28. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

IN WITNESS of this Agreement the parties have signed below on the date set out above

Signed on behalf of the Provider:

Signed

Name

Position

On behalf of Yate Town Council (x2 Councillors):

Signed

Name

Position

Signed

Name

Position

Witnessed by Proper Officer:

Signed

Name

Position

Appendix 1



YATE TOWN COUNCIL Youth Commission Schedule 2024

Common abbreviations:

YTC – Yate Town Council

SGC – South Gloucestershire Council

AYC – Armadillo Youth Café

CPM – Community Projects Manager

Provider – the Provider appointed to deliver services outlines in the Youth Commission Schedule

Link Officer – Person(s) acting as the lead/manager for the Provider, and/or Yate Town Council

Introduction

This specification sets out Yate Town Council's requirements for the provision of youth activities and describes the service user outcomes and service and quality standards required from commissioned provider.

The Council requires providers to deliver positive activities for young people in the core age range of 13 – 19 years and aged 20 - 24 years for certain young people with LDD (Learning Difficulties and/or Disabilities) in Yate.

The Council aims to maximize opportunities for young people to engage in positive, stimulating, and enjoyable activities that provide opportunities for young people to develop healthy relationships with trusted adults and their peers and signposting to additional support if needed.

Positive activities provided under this contract should:

- Connect young people with their communities;
- Offer young people opportunities in safe environments;
- Support the personal and social development of young people;
- Improve young people's physical and mental health and emotional wellbeing;
- Raise young people's aspirations, build their resilience, and inform their decisions.

Aims and purpose of the Youth Activities Offer

The provider will engage young people in high quality activities that young people

will value and enjoy; led by suitably trained staff who are able to ensure those young people with the greatest needs are able to participate and benefit from the provision.

The activities delivered under the Youth Activities Commission should complement and not duplicate other local provision e.g. Armadillo Youth Café, sports, arts, uniformed, faith groups etc. Centre-based, outreach, detached, mobile or project-based activities will be considered.

The provider must ensure that no young person is disadvantaged in being able to take part in positive activities delivered on this contract. The Yate Town Council Equalities Policy applies to all ages.

The Provider is expected to provide suitable premises from which to deliver their centre-based sessions. We encourage providers to deliver consistently from centre-based sites or provide a clear rationale for change. There is no defined location for delivery other than it must take place within the neighbourhood boundary of Yate, in the “North” and “South” of the town to ensure young people in these areas have access to nearby provision. The Provider should indicate a clear rationale for their choice e.g. accessible venue, availability of public transport or easy access etc., in their tender submission and ongoing provision plans.

An admission fee to young people may be charged and retained by the Provider for the benefit of supporting activities within the provision, YTC expect this to be at a level which does not prove a barrier to attendance by young people. The provider must seek permission from YTC to charge admission fees before fees can be charged.

In order to deliver a service that has an appropriate mix of skills and experience to meet the support needs of young people, providers will need to employ an appropriately qualified workforce that should include qualified youth engagement workers, as well as practitioners from other fields of work with skills and experience relevant to this work with young people.

The Council aims to work towards the standards outlined in the National Youth Agency (NYA) Guidance for Local Authorities on Providing Youth Services. Providers should show in their tender submissions how they are improving outcomes for young people and delivering against the overall purpose of the Youth Activities Offer as described in Schedule 1 and the NYA guidance.

1. Schedule 1: The Service

Youth work in Yate 47 weeks per year, to include a weekly schedule of:

- I. 2 Yate Detached youth work sessions;
- II. 1 North Yate centre-based youth work session;
- III. 2 South Yate centre-based youth work sessions.

To include 5 weeks of shutdown in line with South Gloucestershire Council education term dates agreed as:

- I. One week at Easter half term;
- II. First week of the summer holidays;
- III. Last week of the summer holidays;
- IV. Two weeks during the December school term holiday.

a. User Group For Whom The Service Will Be Provided

Age range 11-19.

Age range (years)	Provision
11 to 16 years (Year 7 - 11)	2 Youth work sessions in South Yate (currently located at St Nicholas Community Centre)
11 to 12 years (Year 7)	1 Youth work session in North Yate (currently located at Brimsham Green Youth Wing)
11 to 19 years (Year 7 - 13)	2 Yate Detached Youth Work sessions (to take place using the Yate Town Council Urbie mobile youth resource)

b. Aim Of The Service

To provide:

1. seamless youth provision by working closely with other Yate youth service Providers, delivering accessible youth services to young people of Yate parish; this includes Yate Town Council's Armadillo Café and Venue, and the chosen SGC Youth Commission Provider for "LOT 2";
2. A youth service that promotes and provides safe spaces for young people to engage with a range of activities, to help develop their potential as young people, whilst building positive relationships through support from the Provider;
3. Provide young people with high quality activities they value and enjoy, by demonstrating the participation of young people in developing, planning, and running those activities;
4. Support young people to develop life skills such as improving emotional wellbeing, communication skills and self-confidence, helping to learn new skills and knowledge, form positive social relationships, understand rights and choices, engage in positive behaviour in the community and lead healthy lifestyles. Also, to help young people to make a successful transition to adulthood and independence;
5. Address areas of need in Yate and identify gaps in provision, whilst aiming for a reasonable spread of provision to ensure young people have easy access to some form of positive activity;
6. Identify barriers that young people may face in accessing positive

activities and provide solutions so that activities are inclusive and accessible to all and enable young people from different backgrounds the opportunity to mix;

7. Identify young people in need of additional support and direct them to the appropriate support services;
8. Offer volunteering and leadership opportunities and record outcomes in terms of young people's learning and development.
9. Contribute to community cohesion, by building tolerance and understanding and reducing discrimination and anti-social behaviour.
10. Work in partnership to maximise opportunities for young people, staff and volunteers and gain access to additional resources, both cash and in-kind;
11. Providers must be able to demonstrate the impact they are making against these aims and ensure that what is provided complements other provision in the area including other YTC young people's provision such as Armadillo Youth Café, extended school services, uniformed groups, voluntary sector provision (including faith based), sports and arts clubs and other projects.

c. Description Of The Service To Be Provided

In the annual period commencing 1 April 2024 until 31 March 2029 (with potential to extend the contract from 1 April 2029 to 31 March 2031), the Yate Town Council commissioned service will take place in the Parish of Yate (separately to the "LOT 2" service funded by South Gloucestershire Council):

- 1. Two Detached sessions per week – 47 weeks per year for young people aged 13 to 19 years:**
 - i. Two sessions per week on Wednesday & Friday, open to young people from 6.30pm-8.30pm. Detached youth provision will take place in the Parish of Yate using a youth vehicle (URBIE) provided by Yate Town Council in identified areas of need, which may be defined and/or directed by Yate Town Council;
 - ii. Adopt a flexible policy in order to respond to the movement of groups of young people from one area to another (i.e. outdoor spaces and local play areas in the Parish of Yate where young people informally gather, such as Peg Hill Skate Park, Kingsgate Park, and Brinsham Fields);
 - iii. At times it may be necessary for Yate Town Council to request that project workers visit certain groups of young people or specific sites where young people gather. All such requests made by Yate Town Council will be sent by email, with full details to the Link Officer for the Provider. For example:
 1. areas with little and/or no youth provision (e.g. new housing developments);

- 2. where young people regularly gather;
- 3. areas where young people may be at risk of antisocial behaviour, or harm.
- iv. To engage at least 20 young people per detached session, a minimum of 1880 engagements annually.

2. One North Yate junior centre-based session for year 7's – at least 39 weeks per year (plus 8 weeks of holiday activities, program to be agreed with Yate Town Council):

- i. The centre should be based in North Yate (previously delivered at Brimsham Green Youth Wing, within Brinsham Green School), location to be agreed with Yate Town Council;
- ii. One session per week on a Tuesday open to young people 6.30pm-8.30pm;
- iii. The holiday provision will provide accessible youth provision that meets the needs of young people locally for 8 weeks per year;
- iv. To engage at least 35 young people per session, a minimum of 1,365 engagements annually.

3. One South Yate centre-based session for Year 7, 8 & 9 – at least 39 weeks per year (plus 8 weeks of holiday activities, program to be agreed with Yate Town Council):

- i. The centre should be based in South Yate (previously delivered at St Nicholas Family Centre), location to be agreed with Yate Town Council;
- ii. One session per week on a Tuesday open to young people 7-9pm;
- iii. Holiday provision will provide accessible youth provision that meets the needs of young people locally for 8 weeks per year;
- iv. To engage with at least 35 young people per session, a minimum of 1,365 engagements annually.

4. One South Yate centre-based session for Year 10 & 11 – at least 39 weeks per year (plus 8 weeks of holiday activities, program to be agreed with Yate Town Council):

- i. The centre should be based in South Yate (previously delivered at St Nicholas Family Centre), location to be agreed with Yate Town Council;
- ii. Provide one session per week on a Friday open to young people 7pm-9pm;
- iii. The holiday provision will provide accessible youth provision that meets the needs of young people locally for 8 weeks per year;
- iv. To engage with at least 35 young people per session, a

minimum of 1,365 engagements annually.

d. Locality Area Development For The Young People Of Yate

To include:

1. Annual attendance at the Yate Town Council 'Yate Rocks!' summer event, to deliver youth work between the hours of 11am to 8pm; To engage with at least 50 young people at the 'Yate Rocks!' event;
2. To work with Yate Town Council where opportunities arise to demonstrate best practice to other groups and organisations;
3. To work with Yate Town Council where opportunities arise to work in partnership with neighboring parishes, on youth provision and strategy;
4. Empowering young people to have a voice in what is happening locally, and to support young people to present their ideas and feedback to Yate Town Council, to inform the Yate Town Council youth strategy (e.g. new projects, opportunities, solutions to young people's issues);
5. To report half yearly feedback, including feedback from local young people, their parents, and carers, to help shape any local activities e.g. provision arrangements, events, consultations, existing and future Town Council projects;
6. The ability to respond to Yate Town Council's requests for changes in session times, in response to community need e.g. during winter months, sessions may be required to start earlier/ during daylight hours.

e. Geographical Area Covered by The Service

The Parish of Yate.

f. Breakdown Of Estimated Expenditure

Up to £66,000 per annum to commence 1 April 2024 until 31 March 2029, increased annually by RPI as of September in the previous year, to reflect reasonable expenditure to be incurred for the 5-year period.

Costs should accommodate:

1. Staffing levels for each session in line with risk assessments, and any associated staffing costs;
2. Staff training & development;
3. Operational costs including project work materials, venue hire and overheads;
4. Administration costs.

The available funds are to be used for the purposes of:

- Providing positive activities for young people in Yate, aged 13 + years, supported by appropriately qualified or trained staff;

- Supporting activities, programs, project work and open access youth provision, according to the needs of young people;
- Delivery of activities through centre based, outreach, detached, mobile or project-based work;
- Addressing areas of need in Yate, including areas of economic disadvantage and high proportion of social housing;
- To support to young people with Learning Difficulties and/or Disabilities (LDD) as part of the activities offered;
- To signpost and to provision where possible, specialist provision for young people who identify as LGBTQ+ as part of the activities offered;
- Revenue and not capital funding;
- Delivering activities that are affordable, open, and accessible to all, wanted and valued by young people;
- Providing positive activities that during term time, take place out of school hours, to complement statutory education provision;
- Developing a partnership approach. The Council will expect providers to use the contracted sum to bring in added value, this may include matched funding and form partnerships with local young people's services, to deliver youth work.

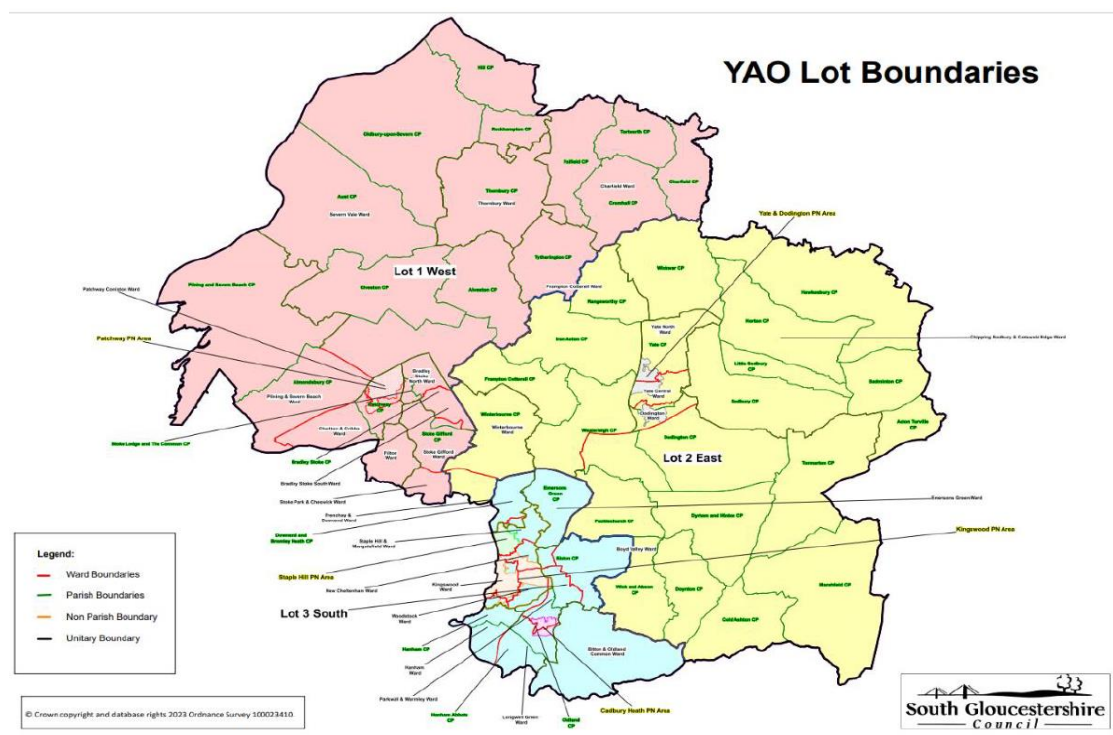
g. South Gloucestershire Council (SGC) Service Schedule For The Provision Of The Youth Activities Offer “LOT 2”

The South Gloucestershire Council Provision Of Youth Activities Offer is a separate contract and service to the Yate Town Council contract and service.

In addition to the Yate Town Council service schedule, at no cost to Yate Town Council, the Provider of the Yate Town Council contract should work alongside the Provider of the South Gloucestershire Council commission for youth services in “LOT 2”, and Providers for all LOT's, where SGC service provision applies to the entire locality (e.g. LGBTQ+ services), to ensure an integrated service and program of delivery is provided to the young people of Yate.

South Gloucestershire Council, Department for People Service Schedule, For The Provision Of The Youth Activities Offer tender document further information on this provision can be requested from SGC directly or, via Contracts Finder: [Youth Activities Offer - Contracts Finder](#)

SGC LOT Map For The Provision Of The Youth Activities Offer – all LOTs.



1. SGC LOT 2 Priority Neighbourhood Schedule Yate and Dodington

Lot 2	
PN	Provision of a minimum of 2 nights a week in Yate and Dodington Priority Neighbourhood (PN)
LDD	Provision of a minimum of 1 night a week for young people with Learning Difficulties and/or Disabilities (LDD).
AP	Plus additional provision (AP) of youth activities in this geographical area.

2. Schedule 2: Service Values

All projects grant aided by Yate Town Council are expected to take account of Yate Town Council's adopted policies.

The Council is committed to reducing its impact on the Climate and Planet, and supporting Fairtrade goods, wherever possible.

a. Policy Objectives and Conditions Of Grant Funding

The project must demonstrate it is:

1. Of local benefit and is sustainable within the lifetime of the project;
2. Well managed and organised;

3. Integrates well with other local youth provision in Yate especially with Providers delivering from the same venues, and Providers of other services for young people and their carers/ households/ families;
4. Involves and consults with local people, and is managed with the service users;
5. Has proper methods of financial recording and auditing;
6. Has robust processes for management of health and safety, and safeguarding;
7. Is implementing and championing good equalities practice in recruitment and service delivery;
8. Can measure its effectiveness and value for money.

3. Schedule 3: Values, Standards, Targets, Monitoring and Marketing

Half Yearly (every 6 months) reports to be submitted to Yate Town Council to include:

- a. number of sessions delivered;
- b. number of sessions not delivered, with accompanying explanation of reasons for non-delivery;
- c. attendance figures and footfall for all sessions;
- d. Statistical information about achieved outcomes/ statistics;
- e. Descriptive information about the successes of the engagement process across all sessions;
- f. Detail of concerns and challenges during each period and a clear strategy on how these will be addressed moving forward;
- g. list of detached youth work locations in the period of reporting;
- h. Forward plan of intended detached delivery locations, in the 6 months following the report period;
- i. Year to date income and expenditure report.

Yate Town Council will provide a monitoring form, to support Providers with reporting.

The service Provider should:

- a. Engage in regular opportunities to promote the services available to local young people, to encourage attendance and participation;
- b. Develop and maintain their own system of evaluation;
- c. Monitoring of projects will be undertaken through the Providers working relationship with the Town Council and through the Half Yearly reports provided;
- d. Attend meetings:
 - a. six monthly partnership progress meetings with Yate Town Council, and where required South Gloucestershire Council

- representatives;
- b. Annual attendance to a Yate Town Council Environment and Community committee meeting, to present service updates and achievements, if requested;
- e. To seek prior permission from Yate Town Council, to plan and deliver any activities/ trips/ events as part of the Yate Town Council provision, that sit outside of the regular delivery schedule of services.

4. Schedule 4: Agreement Conditions

a. Access For Inspection and Quality Audit, Evaluation and Monitoring Arrangements

It is expected that the project will allow access to an appropriate officer or officers of the Council to inspect financial records, and any other records, processes and practices relevant to the Yate Town Council services.

The Yate Town Council funding must genuinely and demonstrably provide youth services within the Yate parish, in addition to services funded in the Yate parish and the locality as a whole, by South Gloucestershire Council.

To monitor this, the Town Council require in the half yearly reporting, a schedule of where both South Gloucestershire funded sessions and Yate Town Council sessions have been delivered.

The Town Council has the right to convene a meeting at any time, to agree performance and/ or discuss concerns with the service.

b. Safeguarding To Include Child Protection, Modern Slavery & Counter Terrorism

Yate Town Council policies can be found at yatetowncouncil.gov.uk under “Policies” and “Governance”.

To secure the safety and welfare of a child, young person, or adult takes precedence over issues of confidentiality.

It is expected that the Provider and service will comply with Yate Town Council’s policies, and all UK legislation relating to safeguarding vulnerable people.

The Provider is expected to work with Yate Town Council’s youth provision, including the Armadillo Youth Café and Venue, to ensure

young people are safeguarded across partners working in the area.

c. Data Use, Handling and Storing

It is expected that the Provider will process, handle and store data in a way that complies with General Data Protection legislation (GDPR) and the Data Protection Act 2018.

The Council do not want to receive any sensitive data covered by GDPR that may relate to this agreement. Monitoring reports are received publicly at council meetings, any sensitive information (names etc.) should be redacted or marked confidential.

d. Sustainability

The Provider is expected to:

1. Have an appropriate sustainability and/or environmental policy;
2. Bring sustainable improvements in the quality of life and environment, through the delivery of youth services;
3. Make every effort to minimize the impact of its activities and operations on the local and global environment e.g. banning single use plastics and other environmentally harmful materials and substances;
4. Promote a Fairtrade ethos and use Fairtrade products throughout the delivery of this contract, where possible;
5. Comply with Yate Town Council's Climate and Planet Policy as follows:

Yate Town Council recognises the urgency of the climate and ecological crises facing the planet. These are not new or isolate concerns; they are entangled in wider issues of justice and equality.

We commit to working for a future in which we have transformed our relationship with the planet, its resources and each other. We see this as a continuing journey of transition towards a different and better future for the planet and its communities.

As a first step, we commit our Council to ensure every Council decision is taken with due consideration of its impact on the planet. We commit to aiming for net-zero carbon by 2030, and to reduce our impact to as close to zero as possible, as quickly as we can, hoping to get there before

2030.

Our first priority is to put our own house in order, but in doing so, we will also work with individuals and organisations in our community to play our part in building a movement that transforms our town. We commit to using the Council resources to help achieve a just transition.

We celebrate the rich diversity of responses that are already visible and continue to emerge in the face of these crises and will be challenged by them, will together create new opportunities and work with them as we reimagine and work towards a better future.

We do not know how fast we can travel or the destination, but we are committed to acting as quickly as we can.

e. Employment And Equal Opportunities

It is expected that the Provider will act as a responsible employer and will implement good practice in equal opportunities, health and safety, recruitment procedure, salary scales, staff supervision, management and support.

Youth work staff should be paid equal pay, a legal requirement covered by the Equality Act 2010.

It is expected that the project will develop and implement a formal complaints procedure, including a process for confidential whistle blowing.

It is expected that the Provider will have a written Equal Opportunities Policy, and will implement good practice in equal opportunities with regard to service delivery, accessibility and participation.

f. Financial and Related Matters

Subject to Schedule 5, the Council's financial commitment under this agreement will be limited to the fees or other sums specified within this Agreement.

Yate Town Council shall not be liable for any costs where the contract has been terminated or cancelled through no fault of the Council. For the avoidance of doubt the Council shall not be liable for any costs or expenses (including redundancy costs) which may arise following the termination of this

Agreement, other than those costs reasonably and properly due as a direct consequence of a breach of its obligations under this Agreement. The Council shall not be liable for any economic or consequential losses.

Where this Agreement is terminated by the Council on three months' notice given prior to 31 December 2028, this shall be regarded as occurring through the fault of the Council. The Council will be liable to the Provider for any and all costs and expenses (including redundancy costs) arising as a direct consequence of the giving of such notice, provided that the Council's liability to the Provider in these circumstances shall not exceed £10,000.

In the event of cancellation, the Provider shall be obliged to repay to the Council any advanced payments.

The Provider will be responsible for any tax and/or National Insurance liability that will arise as a result of this Agreement.

g. Insurance

The Provider must arrange for adequate and appropriate insurance cover for the projects.

The Provider will indemnify the Council against all costs, damages, and liability the Council may incur in connection with the acts and omissions (including but not limited to dishonesty) of the Provider arising in respect of its performance of its obligations under the contract, negligence (including breach of professional duty) and defamatory statements.

h. Law & Regulations

The Provider shall at all times comply with Laws and Regulations in carrying out its obligations under this Agreement, to include but not exclusive to, General Data Protection Regulation (GDPR), Safeguarding and Equalities.

All references to legislation in this document shall include reference to subsequent successor legislation.

i. Link Officers

Yate Town Council Proper Officer: Town Clerk (Deputy Town Clerk in their absence)

Yate Town Council Link Officer: Community Projects
Manager (Town Clerk in their absence)

Half yearly statistical reports should be provided to the Link Officer
(Yate Town Council Community Projects Manager).

The Provider is expected to liaise with the Community Projects
Manager regarding:

- any challenges the service is experiencing that may compromise the success of the service, or the health, safety, and wellbeing of the service users, as soon as reasonably possible;
- any challenges in preparing monitoring reports, at their earliest convenience.

j. Payment Arrangements

The Council shall pay the grant to the Provider in six monthly instalments in arrears, subject to the receipt of a satisfactory monitoring report, an income and expenditure report (that clearly demonstrates expenditure against budget) and production of an invoice, relating to the previous 6 months delivery (e.g. April to September, and October to March) and satisfactory performance. The Provider will invoice the Council based on actual expenditure shown in half yearly financial reports.

k. Publicity

It is a requirement of this agreement that the Provider acknowledge Yate Town Council by including the Town Council logo on all publicity materials relating to the Yate Town Council services e.g. social media graphics, posters, flyers etc.

Any draft publicity, including press releases and articles mentioning the youth provision funded by the Council, should be agreed with the Community Projects Manager prior to release. Any additional correspondence and communications methods used to deliver the Town Council's services will also need to promote the Council appropriately.

The Provider is expected to coordinate and promote a delivery schedule to young people that is in an accessible format, correct, clear, and consistent, to be created and published through a range of medias, including but not subject to:

1. Provider Social Media;
2. Provider website;
3. Yate Town Council website;
4. Local Schools;
5. Local press.

The delivery schedule must be regularly updated by the Provider on all platforms listed above.

I. Renegotiation of Agreement Conditions

If the Provider wishes to renegotiate service agreements, they may request to do so in writing to the Town Council Link Officer. Changes to the agreement are subject to agreement by officers or Elected Members of the Council depending on the changes requested.

If the Council wishes to renegotiate the service agreement, in line with changes to any local youth provision to best meet the needs of local young people, they may do so at any time.

m. Termination

Either the Council or the Provider may terminate this Agreement by providing 3 months' notice in writing to the other party. The Link Officer may reduce this period to 4 weeks where there are no paid staff involved in the funded activity.

The Provider shall provide on the termination of the Agreement (for whatever reason) a final statement identifying all sums paid to that date (if any). If so required, the Provider shall provide all necessary documentary evidence in support of any costs claimed under the final account.

5. Schedule 5: Employment and Pensions

A. Employment

1. The Provider acknowledges that the Council is currently using a different provider ("Incumbent Provider") to undertake the Services the same or broadly equivalent to the Services under this Agreement. The parties believe that pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), from the start of this Agreement the Provider will not be the employer of the Incumbent Provider's employees providing the Services immediately prior to the start of this Agreement (the

“Incumbent Employees”).

The Council gives the Provider no assurances, warranties, or assumptions as to the effect of TUPE upon the agreement or otherwise;

The Provider shall seek independent professional advice on the effect of TUPE upon this Agreement (including any future amendments to TUPE

- 2.** The Provider undertakes to comply fully with its obligations under TUPE. The Provider shall be deemed to have satisfied itself / themselves as to the application of TUPE and shall indemnify the Council against any and all claims made against the Council by any employee in connection with TUPE or otherwise, and shall not itself bring proceedings against the Council in connection with TUPE;
- 3.** The Provider shall be responsible for all emoluments and outgoings in respect of any Transferring Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions), if a Transfer is relevant, which are attributable in whole or in part to the period after the Commencement Date, including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable before the Commencement Date but which are attributable in whole or in part to the period after the Commencement Date;
- 4.** Not later than twelve months prior to the end of the Agreement Term, or in the event of early termination as soon as reasonably possible following receipt or delivery of such notice, the Provider shall fully and accurately disclose to the Council all information that the Council may reasonably request in relation to the Provider's staff including the following:
 - A.** The total number of Staff whose employment/ engagement shall terminate at the end of the Agreement Term, save for any operation of law; and
 - B.** The age, salary or other remuneration, future pay settlements and redundancy and pensions entitlements of the Staff referred to in para 4(A) above; and
 - C.** The terms and conditions of employment/engagement of the Staff referred to in para 4(A) above, their job titles and qualifications; and
 - D.** Details of any current disciplinary or grievance proceedings on-going or circumstances likely to give rise to such proceedings and details of any claims

current or threatened (including personal injury and other claims or anticipated claims for damages); and

- E.** Details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

- 5.** At intervals to be stipulated by the Council (which shall not be more frequent than every thirty days) and immediately prior to the end of the Agreement Term the Provider shall deliver to the Council a complete update of all such information which shall be disclosable pursuant to para 4(A) above.
- 6.** At the time of providing the information disclosed pursuant to paras 4 and 5 above the Provider shall warrant the completeness and accuracy of all such information, and the Council may assign the benefit of this warranty to any Replacement Provider.
- 7.** The Council may use the information it receives from the Provider pursuant to para 4 and 5 above for the purposes of TUPE and/or any retendering process to ensure an effective handover of all work in progress at the end of the Agreement Term. The Provider shall provide the Replacement Provider with such assistance as it shall reasonably request.
- 8.** The Provider shall indemnify and keep indemnified and hold the Council (both itself and the Replacement Provider) harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council or any Replacement Provider may suffer or incur because of, or in connection with:
 - A.** The provision of information pursuant to schedule 5 and
 - B.** any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) in each case arising directly or indirectly from any act, default or omission of the Provider or any subcontractor in respect of any Returning Employee on or before the end of the Agreement Term;
 - C.** any failure by the Provider or any sub-contractor to comply with its obligations under Regulation 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Council or a Replacement Provider to

comply with its duties under Regulation 13 of the Regulations; and

- D.** Any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing and Returning Employees arising from or connected with any failure by the Provider or any sub-contractor to comply with any legal obligation to such trade union, body, or person; and
- E.** Any claim by any person who is transferred by the Provider to the Council and/or a Replacement Provider whose name is not included in the list of Returning Employees.

9. If the Provider becomes aware that the information it provided pursuant to paras 4 and 5 above has become untrue, inaccurate, or misleading, it shall notify Yate Town Council and provide the Council with up-to-date information;

10. This Schedule 5 applies during the Agreement Term and indefinitely thereafter;

11. The Provider undertakes to the Council that, during the twelve months prior to the end of the Agreement Term the Provider shall not (and shall procure that any sub-contractor shall not) without the prior consent of the Council (such consent not to be unreasonably withheld or delayed):

- A.** Amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed, between the Provider and the Staff in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services);
- B.** Terminate or give notice to terminate the employment or engagement of any Staff;
- C.** Transfer away, remove, reduce, or vary the involvement of any of the Staff from or in the provision of the Services, other than where such transfer or removal:
 - 1.** Was planned as part of the individual's career development;
 - 2.** Takes place in the normal course of business; and
 - 3.** Will not have any adverse impact upon the delivery of the Services by the Provider, (PROVIDED THAT any such transfer, removal,

reduction, or variation is not in any way related to the transfer of the Services)

- D. Recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period, that is to say during the period of twelve months prior to the end of the Agreement Term.

12. It is envisaged that following termination or expiry of this Agreement, the identity of the Provider may change resulting in the transfer of the Service (a "Service Transfer"). If a Service Transfer is a relevant transfer for the purposes of TUPE, then, in such event, the replacement Provider will inherit liabilities in respect of the Incumbent Employees. Accordingly. If TUPE applies, paragraph 13 will apply. Paragraph 14 will apply to a Service Transfer if TUPE does not apply.

13. In connection with a relevant transfer to which TUPE applies, the parties agree that:

- a. the Provider must perform and discharge all the Provider's obligations in respect of all the Transferring Employees and their representatives for the Provider's own account up to and including the Service Transfer Date. The Provider must indemnify the Council and any Replacement Provider in full for and against all claims, costs, expenses, or liabilities whatsoever and howsoever arising, incurred, or suffered by the Council or any Replacement Provider including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- i. the Provider's failure to perform and discharge any such obligation;
- ii. any act or omission by the Council on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
- iii. all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;

- iv. any claim arising out of the provision of, or proposal by the Provider to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
 - v. any claim made by or in respect of any person employed or engaged or formerly employed or engaged by the Provider other than a Transferring Employee for which it is alleged the Council, or any Replacement Provider may be liable by virtue of this Agreement and/or the Regulations;
 - vi. any act or omission by the Provider in relation to its obligations under regulation 11 of TUPE, or in respect of an award of compensation under regulation 12 of TUPE; and
 - vii. any statement communicated to, or action done by the Provider or in respect of any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the Council in writing.
- b. The Provider must indemnify the Council and any Replacement Provider in respect of any claims arising from any act or omission by the Provider in relation to any other employees who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.
 - c. The Council shall indemnify the Provider against all claims arising from its failure to perform and discharge any obligation and against any claims in respect of any Transferring Employees arising from or as a result of any act or omission by the Council relating to a Transferring Employee occurring on or after the Service Transfer Date; and all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.

- d. The parties shall co-operate to ensure that any requirement to inform and consult employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.
- e. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Schedule to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Provider by the Provider in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

14. In the event of a Service Transfer to which TUPE does not apply, the following provisions shall apply:

- 1. the Council or the Replacement Provider can at the Council's discretion, make to any of the employees listed on the Provisional Staff List or any other Personnel assigned to the Services (but are not recognised by TUPE as being engaged in the provision of the Services) an offer, in writing, to employ that employee under a new contract of employment to take effect at the earliest reasonable opportunity;
- 2. when the offer has been made by the Council or a Replacement Provider and accepted by any employee or worker, the Provider must permit the employee or worker to leave their employment, as soon as practicable depending on the Council's business needs which could be without the employee or worker having worked their full notice period, if the employee so requests and where operational obligations allow;

15. if the employee does not accept an offer of employment made by the Provider or a Replacement Provider the employee shall remain employed by the Provider and all claims in relation to the employee shall remain with the Provider.

In paragraphs 12 to 15, the following terms shall mean:

Replacement Provider: means: (i) any third party supplier of services the same as, equivalent to or replacing the Services as may be appointed by the Council; or (ii) the Council;

Service Transfer Date the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the Purchaser or any Replacement Provider.

Transferring Employees those employees whose contracts of employment will be transferred to the Council or a Replacement Provider pursuant to the TUPE on expiry or termination of this Agreement.

I. Pensions

1. The parties acknowledge Yate Town Council is not a “scheme employer” for the purposes of the Local Government Pension Scheme Regulations 2013 (“the LGPS Regulations” which expression shall include any and all regulations relating to the LGPS and any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall not apply to the provision of the services by the Provider under this Agreement. It is expected that the Provider will offer eligible employees a type of “workplace” pension, and the Provider as the employer, is expected to make contributions towards the “workplace” pension offer of eligible employees;
2. The Commencement Date shall not occur before the Provider has successfully provided information relating to workplace pensions arrangements for eligible employees;
3. The Provider shall be responsible for all employer contributions payable to a workplace pension scheme, in respect of the eligible employees, from and including the Commencement Date;
4. The parties acknowledge and agree that any pension deficit associated with the Eligible Employees at the

Commencement Date shall remain with and continue to be borne by the Provider. The Provider shall be responsible for any pension's deficit arising from the eligible employees with the Provider after the Commencement Date;

5. The Provider will bear all Strain on the Fund costs attributable to decisions made by the Provider after the Commencement Date;
6. The Provider shall maintain such documents and information as will be reasonably required to manage the pension aspects;
7. Where subsequently to the Commencement Date and during the Agreement term, any employees to whom this Schedule 5 applies became engaged by any sub-contractor, to whom the provision of any part of the Services is entrusted by the Provider, the Provider shall ensure that the sub-contractor enters into the same obligations and commitments with respect to pensions provisions;
8. Insofar as applicable, the Provider will be expected to comply with its obligations under the Pensions Act 2004 and the Pensions Act 2008 as amended and any regulations made thereunder.

c. GENERAL

1. In this section of Schedule 5 the expression 'Eligible Employees' means those employees who are eligible for employer pension contributions, as outlined in UK Law;
2. In this section of Schedule 5 the expression 'pension deficit' means any shortfall of assets relative to the liabilities associated with employees which may be identified during the course of this Agreement;
3. The expression 'commencement date' means 1st April 2024.