

Detached Youth Service Contract

Jarrow Hub,

Hub@BigLocalJarrow.org.uk

Cambrian Street

Jarrow, NE32 3QN

Phone 0191 4814468

RE: Contract Award Offer- Young People's Detached Youth Services Jarrow

Dear Sam

I'm delighted to inform you that the Big Local CIC Board of Directors would like to offer you the Detached Youth Contract to the value of £45,000 April 2024/March 2025. I would like to thank you on behalf of the Board of Directors for the thought, care and energy you applied to your submission. We were very impressed by the quality of your work.

Contract Award Date - 4th March 2024

Contract Commencement Date - April 2024

Contact awarded to Sam Harrison Auxiallia Youth Services

Contract Finder Notified - on written acceptance of the award

Next Steps - Please review the attached contact and if you are happy with the contents, please sign the agreement part of the contract on Page 09 and return. We will then make formal notification that the contract has been awarded.

Big Local CiC
Company number 13382341

Contract terms and conditions

Big Local Jarrow CIC
Detached Youth Project

These terms and conditions apply to contracts awarded by Big Local Jarrow CIC.

Big Local Jarrow CIC may ask you to accept additional conditions; these will be set out in the attached award letter. Big Local Jarrow CIC may from time to time vary these terms and conditions and will notify you in writing of any changes.

In these terms and conditions “**you**” means your organisation and “**written agreement**” includes e-mail or other electronic communication.

Purpose and use of the Contract

1. The funding must only be used for the charitable purpose for which it was made, as described in Big Local Jarrow CIC’s award letter; in order to help to meet the Big Local outcomes of:
 - Providing a place where young people can be supported either directly or through partnership working.
 - Support the work Of Big Local Jarrow CIC in creating a community which will strengthen the social fabric of Jarrow, foster a sense of pride and belonging, through access to activities that enhance physical, cultural and social ties.
2. The role of the Big Local Jarrow CIC directors is to guide the overall direction of Big Local in Jarrow CIC and make sure that Big Local is a local, resident-led programme which enables people locally to provide recommendations in good faith about how their local area can be improved. The Directors are responsible for agreeing a shared vision, creating a plan, overseeing its delivery, collecting evidence showing how the plan is progressing, and reviewing the plan to make sure they are working in the best way possible. You are expected to work with your Big Local Jarrow CIC directors to help achieve the vision that they have set through the delivery of the work set out in the contract.
3. You must report to your Big Local Jarrow CIC directors on expenditure, in such format and at such times as the Big Local Jarrow CIC directors may reasonably

request. You will also be asked to provide a report to Big Local Jarrow CIC directors twice a year.

4. The funds must be used in accordance with the budget which was agreed.
5. If Auxillia Youth Services wish to use the funds in a different way you must before agreeing to the change contact Big Local Jarrow CIC directors and get our written agreement. If you do not do so you may have to repay the funds.
6. The funding must not be used for any purpose which is prohibited by UKSPF. A list of prohibited purposes is set out in the attached notes.
7. If you receive funding from another source for the same purpose (i.e. duplicate funding) then you must contact us to discuss this and you may have to repay some or all the Contract.

Record-keeping and monitoring

8. You must keep separate and accurate financial records of how you spend the funds, including receipts, invoices, accounts and any other relevant documentation, for a period of seven years after you have spent the funds.
9. You must identify the funds in your accounts as being Big Local Jarrow CIC funding and restricted funds.
10. You must notify Big Local Jarrow CIC immediately if:
 - there are any significant changes, complaints, investigations or difficulties within your organisation that may affect the activities which are funded by this contract;
 - you become aware of, or have any grounds for suspecting, any fraud within the activities which are funded by this contract;
 - you fail to comply with any of these terms and conditions;
 - you or any of your employees are the subject of an investigation by the Charity Commission, Police, or other regulatory body; or
 - you close down or merge with another organisation if at that time the Contract has not been used.

Big Local CIC will introduce a new reporting structure at the start of this contact. This structure more closely relates to the information needed from our funding partners UKSPF. You will be invited to a meeting once every quarter to discuss progress, access support and review targets and the evaluation of the projects.

Big Local CIC is here as your ‘funding partner’, we are invested in the progression of all of our work. We would invite you to let us know as soon as possible if you have problems or capacity issues. Our goal is to support you as best we can so young people in South Tyneside get the best possible services from you.

Paying the funds

11. You must have a bank account in the name of your organisation with two signatories, unless other arrangements are agreed with us in writing. Your two bank account signatories should not be related to one another or reside at the same address.
12. Big Local Jarrow CIC will pay the contract in instalments by BACS transfer to your bank account in accordance with the payment schedule which is attached to these terms and conditions. Big Local Jarrow CIC shall not pay any instalment of the Contract unless we are satisfied that such payment will be used for proper expenditure in accordance with these terms and conditions.

Working with Big Local Jarrow CIC

13. You must provide reasonable assistance to Big Local Jarrow CIC with the monitoring and evaluation of the activities which are funded by this contract, including by:
 - co-operating with any evaluation of the UKSPF.
 - providing progress reports to Big Local Jarrow CIC if requested;
 - providing case studies to Big Local Jarrow CIC for inclusion on our website or in other publications or materials you produce regarding events you hold and any letters of endorsement and details of press coverage; and
 - providing any additional information Big Local Jarrow CIC requests from time to time.
14. You must assist with the response to any requests for information which Big Local Jarrow CIC may receive, in accordance with the attached notes.

15. Big Local Jarrow CIC accepts no responsibility, financial or otherwise, for the expenditure of the Contract or liabilities arising out of such expenditure.
16. You will work with Big Local Jarrow CIC and the Big Local Jarrow CIC directors to identify and apply for continuation funding from external sources.

Acknowledgements and publicity

17. Big Local Jarrow CIC are required to acknowledge the UKSPF. Use of the Levelling Up Logo on promotional materials that have been funded by Big Local CIC is requested. We request a copy of promotional materials in advance of printing for approval.
18. You must acknowledge Big Local Jarrow CIC support in your annual report for the financial year(s) in which the Contract is used, any press releases, any promotional material relating to the funded activities and other publications if appropriate.
19. You should contact Big Local Jarrow CIC if you intend to issue a press release about your service.
20. You agree to any publicity about your project and Big Local activities that Big Local Jarrow CIC may from time to time require and will do whatever Big Local Jarrow CIC reasonably requires to assist with publicity and marketing.

Other obligations

21. You must ensure that you have adequate and appropriate insurance in place at all times which covers any assets you have purchased and employee and public liability.
22. You must ensure that you do not discriminate in any way on the grounds of age, disability, sex, or gender identify, race, religion and sexual orientation and avoid committing any act of unlawful discrimination, harassment or victimisation prohibited by the Equality Act 2010.
23. You shall maintain appropriate procedures to require your members, trustees and employees to declare any potential or actual conflicts of interest in any matter concerning your activities which are funded by the Contract.
24. If you work with children, young people or vulnerable adults, you must:
 - take all reasonable steps to ensure their safety;

- have a named Safeguarding Lead
- have and implement an appropriate written policy and set of procedures in place to safeguard children and vulnerable people; and
- undertake DBS (Disclosure and Barring Service) checks necessary on all those individuals who are required by law or best practice have them.

25. You shall cooperate with any evaluation of the service.

Repayment of funds

26. Big Local Jarrow CIC may withdraw, reduce, vary, reclaim or withhold the funds, in whole or in part if we find that:

- you have failed to comply with any of these terms and conditions;
- fraud is found to have taken place within the activities which are funded by the Contract;
- you have provided false information to us in respect of the application/Contract;
- you or any of your employees are the subject of an investigation by the Charity Commission, Police, or other regulatory body;
- you close down or merge with another organisation if at that time the Contract has not been used; or
- you become insolvent, or are placed into receivership, administration or liquidation, or a petition is presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due.

General

27. We may terminate these terms and conditions by giving you three months' written notice.
28. Any amendments to these terms and conditions shall only be valid if they are in writing and signed by an authorised representative of both of us.
29. These terms and conditions shall not create any partnership or joint venture between you and us, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

[Do **not** detach this page]

30. Acceptance of offer of Contract

On behalf of my organisation:

- I declare that the information provided by Auxillia Youth Services is correct and complete;
- I accept the offer of contract as set out in the Big Local Jarrow CIC award letter and Contract terms and conditions and I confirm that we have read these and agree to abide by them; and
- I confirm that I am authorised to sign on behalf of my organisation.

Signed:

Name:

Position in organisation:

Date:

Full name and address of organisation:

Registered company / charity number of the organisation (if applicable):

Please send one signed copy of these terms and conditions to:

Big Local Jarrow CIC

Big Local Base

Jarrow Focus

Jarrow

NE32 3QN

Important notes

Prohibited purposes

Funding must **not** be used for any purpose which is prohibited by Big Local, including:

- the costs of putting together your proposal;
- activities that happen or start before the Contract is confirmed;
- expenses you commit to before Big Local Jarrow CIC confirms the Contract;
- salaries of existing staff for activities they undertake as part of their normal employment that are not related to the programme;
- items that mainly benefit individuals (for example equipment that is not shared); political or religious activities;
- projects or activities which the state has a legal obligation to provide;
- VAT you can recover; and
- general running costs not associated with the delivery of this programme.

Data protection

Big Local Jarrow CIC will use the information you give us during the life of your Contract to administer and analyse Contracts and for our own learning purposes.

Such information will be retained by us at Big Local Jarrow CIC on a database. We may give copies of all or some of this information to individuals and organisations we consult when assessing proposals, administering the programme, monitoring Contracts and evaluating funding processes and impacts. These organisations may include accountants, external evaluators and other organisations or groups involved in delivering the programme. We will use this information to provide relevant information to UKSPF.

Your contact details (organisational contact, telephone number, website, email address, etc.) may be shared with delivery partners and/or The Local Authority Officers administering UKSPF, but will not be shared with other third parties. The information may also be used for us to contact you by letter, fax, telephone or email.

We might use personal information provided by you in order to conduct appropriate identity checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

We might use the data you provide for research and learning purposes. We recognise the need to maintain the confidentiality of vulnerable groups and their details will not be made public in any way, except as required by law.

Freedom of information

Big Local Jarrow CIC is not subject to the Freedom of Information Act 2000 but we deal with requests for information in accordance with the spirit of the act and anyone may ask Big Local Jarrow CIC to provide information that we hold.

We will release information requested, subject to the exemptions under the Act; although we may consult with you first. If you think that information you are providing to us may be exempt from release if requested, you should let us know when you apply.

Safeguarding

If the activities you are planning involve working with children, young people, or vulnerable adults (such as elderly people or people with disabilities), you need to be sure that they will be safe. As a minimum, you must have a policy and explain how you will put this into practice. It is your responsibility to have acceptable protection policies and procedures for children, young people, and vulnerable adults in place. Big Local Jarrow CIC may ask to inspect these at any time. The NSPCC has produced a step-by-step guide for organisations to safeguard children called '[Firstcheck](#)'. You can find out more about this on their website at www.nspcc.org.uk. We suggest you read this advice to help you develop child protection policies and procedures.

Environmental impact

Big Local Jarrow CIC recognises that its activities have an impact on the local, regional and global environment, and we will be seeking to make continuous improvements in environmental performance. We will support the Big Local areas to understand and integrate sustainable development, environmental justice and protection in their activities so that they can develop natural and physical environments that create better places to live now and in the future.

Equalities

Big Local Jarrow CIC is committed to ensuring that its work does not discriminate and offers equality of opportunity to all. Big Local Jarrow CIC strives to work within equalities legal requirements and promote best practice.

