



ONE PERSON CAN CHANGE A LIFE

Service Level Agreement

between

SMASH Youth Project

and

Wroughton Parish Council

Agreement Date: 24th February 2025

THIS AGREEMENT updated 8th January 2025

is made between **Smash Youth Project** and **Wroughton Parish Council, Swindon**.

1. Definitions

- 1.1 **“Agreement”** - this Agreement between the Council and the Voluntary Organisation to provide a Detached Youth Work package for one evening a week.
- 1.2 **“Smash Youth Project”** - the name of the organisation responsible for the activity proposed. The basic element of the Detached Youth work Project is the provision of one evening a week of detached youth work from a consistent professional mentor. It can include elements that the Voluntary Organisation intends to enhance this basic provision by providing additional elements or information services which will benefit the client. This arrangement is until the end of March 2026, with a review in October 2025 for budgetary purposes.
- 1.3 **“Confidential Information”** - all confidential information relating to the client, the Voluntary Organisation and their respective finances, processes, business activities, personnel, suppliers, customers and contractors.
- 1.4 **“WPC”** – Wroughton Parish Council
- 1.5 **“Update Meeting”** - a meeting to plan next steps with the Project Officer, with targets and timescales, agreed by the Voluntary Organisation and the Council in the ongoing or future support of the work.
- 1.6 **“Session”** – this is described as evening and currently stands as two youth clubs both lasting for 1 hour and 15 minutes run by two staff members with a capacity of 18 young people per session (total of 36 young people per evening).

2. Purpose and Scope

- 2.1 This Agreement represents commitments:
 - By WPC to provide funding and support for 2x Detached Youth Workers one evening a week and the provision of space for staff toilets, in accordance with the terms of this Agreement;
 - By SMASH to administer and staff the Service, and to act as Designated Safeguarding Lead for WPC, providing Safeguarding advice, guidance and provision in accordance with the terms of this Agreement; and

- By both parties to monitor and review the performance of the project and to seek ways of ensuring that its targets are met so that it operates for the benefit of the local community.

3. Duration

- 3.1 This Agreement is from 1/04/25 until 31/03/26. Throughout the term of this Agreement, WPC + SMASH will monitor the Service against the terms of this agreement.

4. Obligations

- 4.1 Both parties shall ensure that good communication is made available in advance of the weekly session where there are updates that may have an impact on delivery.
- 4.2 SMASH will ensure highly trained staff are present each week.
- 4.3 Both parties will seek opportunities for the local community to support the work through volunteering, potential projects or funding opportunities.

5. Funding

- 5.1 WPC will provide the funding to service the agreement. Additional hours beyond the one session a week can be requested by WPC and subject to the availability of the SMASH team. The cost per session is £189.90 and the arrangement is for 52 weeks of the year. The total cost for a year of service is therefore £9875.
- 5.2 WPC will anticipate an annual inflationary increase to costs year on year, with 3% offered as a guide. SMASH will confirm annual inflationary increase in writing before the 4th quarter of this agreement.
- 5.3 SMASH and WPC commit to work collaboratively to access further funding opportunities to support the continuation and development of the local youth offer in Wroughton.
- 5.4 SMASH will invoice WPC in March 2025 in advance of delivery of the work.

6. Staffing

- 6.1 SMASH will be responsible for the staffing of the Service. They may use paid staff, volunteers or a combination of the two.

- 6.2 SMASH will ensure that it provides a safe environment for its staff and that the Service provided by its staff to the young people is efficient. SMASH further undertakes to ensure staff follow the procedures and operating practices highlighted in their Detached Youth Work Risk Assessments, which can be provided on request.
- 6.3 SMASH undertakes to ensure that a background check with the Disclosure and Barring Service (DBS) is completed in respect of all of its staff and volunteers where it is required. SMASH further undertakes to act appropriately and reasonably on the information disclosed to it as part of this process.
- 6.4 Where possible, and with prior negotiation, SMASH will actively attempt to support the delivery of one off events in the parish where requested by the Community Grants and Project Officer and where the events fall within the usual pattern of SMASH's working week.

7 Security

- 7.1 SMASH is responsible for taking reasonable measures to ensure the safety of their staff. This will include project specific Risk Assessments, staffed being trained in Dynamic Risk Assessment practices, SMASH ensuring staff are never working in isolation and any other reasonable precaution deemed necessary for the safety and wellbeing of the staff team and young people.

8. Record Keeping

- 8.1 SMASH will keep up to date records of the number of sessions delivered, a weekly tally of the number of young people interacted with and any other relevant data. An update report can be provided quarterly ahead of the Full Parish meeting. Should any safeguarding concerns arise, the SMASH safeguarding policy will be followed and the Project Officer notified where necessary.
- 8.2 WPC will record and inform SMASH of any matters concerning the sessions that would affect the risk level to the SMASH staff team.

9. Monitoring and Review

- 9.1 The Service can be reviewed jointly by the Council and SMASH, by mutual consent.
- 9.2 SMASH will liaise directly with the Community Grants and Project Officer to oversee delivery of the SLA.

10. Termination

- 10.1 If at any time either party wishes to terminate the Agreement, it may do so by giving to the other party six weeks written notice to be sent to the other party's last known address. An example of circumstances in which the Council might choose to exercise this right would be if it has identified poor performance on the part of the Voluntary Organisation, or practice that the council deems to be in breach of its own policies. It would also apply if obligations to carry out DBS checks or hold a public liability insurance have not been fulfilled.

11 Insurance

- 11.1 The Voluntary Organisation will ensure that valid policies of insurance are in place with a reputable insurance company for cover for third party and public liability (up to £5million).

12. Confidentiality

- 12.1 Neither of the parties nor their agents, staff or representatives shall during this Agreement and after it has been terminated use or disclose to any person who has no right to receive it, any Confidential Information which comes to the knowledge of the other party as a result of being involved in the making and implementation of this Agreement. If one party is unsure as to whether or not a particular piece of information is confidential it shall check in writing its status with the other party before disclosing it to a third party.
- 12.2 Each party shall take all reasonable steps to prevent the use or disclosure by their representatives, officers or employees of the confidential information.
- 12.3 Both parties shall comply with the requirements of all current GDPR legislation or such other legislation or amendments which regulate the processing of or disclosure of personal data.

13. General Clauses

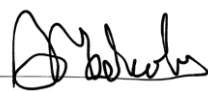
- 13.1 No amendment to this Agreement shall be valid unless it is agreed by both parties and evidenced in writing.
- 13.2 The invalidity, illegality or unenforceability of any term or condition shall not affect the validity, legality or enforceability of any other term or condition used in this Agreement.
- 13.3 This Agreement shall not create any rights for the benefit of or enforceable by any person who is not a party hereto. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

13.4 This Agreement shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have signed this Agreement the day and year first before written

SIGNED: _____
For an on behalf of the Council

NAME _____
(Please print)

SIGNED:  _____
For and on behalf of SMASH

NAME Andy Malcolm - CEO
(Please print)