



**DUSTON PARISH COUNCIL**

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Duston Parish Council  
Duston Community Centre  
Pendle Road  
Duston  
Northampton  
NN5 6DT

## **Community Services Committee**

Cllr Maitland, Cllr Enright-King, Cllr Golby, Cllr Roper, Cllr Ennis-Clark, Cllr Craven

6<sup>th</sup> September 2024

Dear Councillor,

You are hereby summoned to attend a meeting of the Community Services Committee to be held at Duston Community Centre on Thursday 12<sup>th</sup> September 2024 commencing at 7pm for the purpose of transacting the following business.

Issued by:

Gary Youens  
Parish Clerk, Duston Parish Council

### **AGENDA**

**CSC23/24. To receive apologies for absence**

**CSC24/24. To receive and approve the minutes of the Community Services Committee on Monday 5<sup>th</sup> August 2024 (APPENDIX A)**

**CSC25/24. To receive declarations of interest under the Council's Code of Conduct related to business on the agenda (*Members should disclose any interests in the business to be discussed*)**

*and are reminded that the disclosure of a Disclosable Pecuniary Interest will require that the member withdraws from the meeting room during the transaction of that item of business).*

**CSC26/24. Public Participation Session** *(Persons wishing to address the committee on an agenda item may register their intention to do so by telephone or email by 12 noon on the day of the meeting and may speak for a maximum of 3 minutes).*

**CSC27/24. Christmas Market / Tree Event**

- To discuss progress on the Christmas Market & Tree Event

**CSC28/24. Youth Report / Renewal of Contract**

- a) To receive a report on the Free2Talk Youth Club
- b) To discuss the Service Level Agreement (APPENDIX B)

**CSC29/24. Seed Funding**

- To discuss in producing an Application Form and Criteria for Seed Funding to recommend to Full Council.

**CSC30/24. Promoting Peace**

- To discuss how the Parish Council can celebrate and promote the importance of Peace at local level.

**CSC31/24. Defibrillator in the old Village Centre**

- To discuss a defibrillator being in the old Village Centre  
*Proposed by Cllr S Maitland*



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**Community Services Committee**  
**Minutes 5<sup>th</sup> August 2024 7pm**

**Chair:** Cllr S Maitland

**Councillors Present:**  
Craven, Roper, Golby

**IN ATTENDANCE:**  
Gary Youens – Parish Clerk

**CSC09/24. To receive apologies for absence**

- Apologies were received from Cllrs Enright-King and Ennis-Clark.

**CSC10/24. To receive and approve the minutes of the Community Services Committee on Wednesday 29<sup>th</sup> May 2024 (APPENDIX A)**

- **RESOLVED:** That the minutes of the Community Services Committee meeting held on the 29<sup>th</sup> May 2024 were approved as a true record and duly signed by the Chair.

**CSC11/24. To receive declarations of interest under the Council's Code of Conduct related to business on the agenda**

- No declarations of interest of interest were declared.

**CSC12/24. Public Participation Session**

- There were no members of the public present

**CSC13/24. Community Service Committee Working Parties**

Tel: 01604 583626

Web: [www.duston-pc.gov.uk](http://www.duston-pc.gov.uk)

Email: [office@duston-pc.gov.uk](mailto:office@duston-pc.gov.uk)

- A 2104899A
- There were no updates from the Working Parties.
  - Cllr Sandie Maitland said the working parties have fulfilled their purpose and it is now time to bring them to an end and discuss these matters within the Committee.
  - **RESOLVED:**
    - a) To disband the all working parties as stated on the agenda except the Grants Working Party.
    - b) The Grants Working Party will report back when required. The purpose of the Grants Working Party is to consider grant applications and report back to Committee or Council. All members of the Committee are invited to attend the Grants Working Party.

#### **CSC14/24. Free2Talk Report**

- **RESOLVED:**
  - a) The Free2Talk report was discussed and noted.
  - b) That the Free2Talk Report should be presented to Council.
  - c) That it is recommended to Council that the Free2Talk contract is renewed for an additional 12 months from November.
  - d) Cllr S Roper will contact Free2Talk to seek clarity about the unused half hours for outreach that accumulated over the winter. They would be used over the summer.
  - e) Cllr S Roper will also raise the possibility of the temporary skate ramp.

#### **CSC15/24. Newsletter**

- The Committee discussed the newsletter and despite the length of time it has taken to get out it has been worthwhile. Not everybody looks at DPC Facebook Page, Twitter and website.
- When it comes to delivery next time it should be clearer what our expectations are.
- The Committee discussed the possibility of sending the newsletter through the post but this would add significantly to the cost. It should be delivered by a local leaflet company which is cheaper.
- **RESOLVED:**
  - a) The Clerk to begin the next draft of the newsletter so it can be presented to a Council meeting in September or October.
  - b) It should be the same design and format as before called "Duston Together".
  - c) The Clerk to contact local leaflet delivery companies to get clarity on the timescale in which it can be delivered.

#### **CSC16/24. Northampton West Local Area Partnership**

- Cllr Golby gave an overview of the Local Area Partnership. LAPs cover all parts of West Northamptonshire. Cllr Golby gave a summary about LAPs.
  - Been going for 18 months
  - Good attendance at them
  - Both Duston PC and Upton PC are represented on the Northampton West LAP.
  - Police and St Lukes Surgery are on there.
  - Northampton West LAP had a community fun day at St Crispin Centre.
  - Northampton West LAP is engaging with The Duston School.
  - The Duston School has high expectations of its students with zero tolerance for vaping. Number of permanent exclusions is on the decrease.
  - LAPs help with social care coordination.
  - Looking to put a Family Hub somewhere in the LAP area.

#### **CSC17/24. Bleed Kit**

- The Clerk reported that a bleed kit has been donated by The Duston School following the fatal stabbing of a teenager in Kingsthorpe.
- **RESOLVED:** To place the bleed kit in the defibrillator box at St Lukes Centre, if possible.

#### **CSC18/24. Public Living Room**

- This is an initiative by a staff member. It will be at Duston Community Centre in a room which currently has no bookings. It will start in September.
- It will be a trial period for about 4 months or so.
- **RESOLVED:** To approve this initiative and see how it goes (APPENDIX C)

#### **CSC19/24. Security at Duston Fun Day**

- The Clerk reported at the Council meetings questions were raised about the security arrangements. The Clerk said the item has been placed on this agenda to find a way forward to ensure correct procedures are followed.
- Discussion centred whether the parking attendant was an event steward or security guard.
- **RESOLVED:** The issue is carefully looked at next year in the Event Planning process to ensure security industry standards are being adhered.

#### **CSC20/24. Grant Application Criteria**

- The Clerk reported that it is not best practice to pay public money into private individual bank accounts. The Clerk spoke to the Internal Auditor who advised against the Council putting taxpayer money into private accounts. How can the Council be sure the money was spent appropriately? The Clerk has also contacted NCALC Member Advisory Service who said the same.
- However, the Committee still thought “seeding funding” was useful and should still be pursued. It was felt NCALC should be asked again.
- **RESOLVED:**
  - a) The Clerk to approach NCALC again about the legalities of seed funding and whether this is something the Council could pursue if it wants.
  - b) Once an answer has been obtained to put this on a Council agenda for further discussion.

#### **CSC21/24. DPC Corporate Objectives**

- The Committee discussed the idea of a new Corporate Plan based on the Objectives.
- **RESOLVED:**
  - a) The Committee welcomed the Corporate Objectives approved by the Council.
  - b) The Clerk should produce a draft Corporate Plan for the Council and Committees to discuss.

#### **CSC22/24. DPC Health & Wellbeing Strategy**

- The Clerk and Cllr Golby briefed the Committee on how this is being taken forward.
- **RESOLVED:** It was noted what has been on the Health & Wellbeing Strategy since it was adopted by the Council.

*The meeting finished at 8:33pm*



## Service Level Agreement

Between  
Free 2 Talk

and

Duston Parish Council

Part A: Conditions

Part B: Service specification

## Part A: Conditions

### Service Level Agreement (SLA)

Between **Free 2 Talk CIC**

Address: **14 Park Square, Kings Heath, Northampton, NN5 7LQ**

(known as 'the Partner/Provider' hereafter)

And: Duston Parish Council

Address: Pendle Rd, Northampton NN5 6DT \_\_\_\_\_

#### 1. Purpose of this SLA

1.1. This SLA relates to the agreement between Duston Parish Council and the Partner/Provider covering the provision of the following services:

Youth Work in Duston

1.2. The detail of this service is as set out in Part B: Service specification.

#### 2. Authorised representatives

2.1. For the purpose of this SLA, the Council representative is:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax:

Email:

2.2. For the purpose of this SLA, the Provider's/Partner's representative is:

Name: **Jodie Low**

Designation: **Free 2 Talk CIC**

Telephone: **07786227365**

Email: [Jodie.low@free2talkcic.org](mailto:Jodie.low@free2talkcic.org) [enquiries@free2talkcic.org](mailto:enquiries@free2talkcic.org)



### 3. Duration

3.1. The date on which this SLA comes into effect is **20<sup>th</sup> November 2023**

3.2. The duration of this SLA will end on **19<sup>th</sup> November 2024** unless renewed or terminated sooner in accordance with section 9.

### 4. Spirit of the agreement

4.1. The working of this SLA is based on the premise that both parties will enter the arrangements in a spirit of partnership and will seek to maximise the benefit from working together. It is not the intention to create any unnecessary bureaucracy and the success of the SLA arrangements relies on both parties being reasonable in the usage and monitoring of it. This agreement of partnership is not for profit but shall set out the relationships between the parties so that maximum benefit may be achieved through clarity of responsibility and certainty of purpose.

### 5. Staffing issues

5.1. Where the service detailed in Part B relates to contact with children or families, the staff concerned (whether volunteers or paid workers) are subject to the policies of Free 2 Talk CIC under the Council Safeguarding Board and the legal rules and procedures defined by [The Safeguarding Vulnerable Groups Act 2006](#).

5.2. The qualifications of staff, management and volunteers shall meet the minimum legal requirements and be suitable for the services to be delivered.

5.3. If the Service involves the care of children as defined by **Northamptonshire Safeguarding Children Partnership (NSCP)**, then the qualifications of staff and managers shall be subject to the National Childcare Standards currently prevailing.

### 6. Complaints

6.1. The Partner/Provider must communicate its **complaints procedure** to all service users.

6.2. Any issues regarding performance of the service as detailed in section 6 will be addressed by the representatives stated in sections 2.1 and 2.2 either as part of monitoring arrangements or if necessary, a specially arranged meeting.

### 7. Charging

The Parish Council will pay Free 2 Talk CIC for the following:

**48 weeks of delivery per year, 2 hours weekly Youth Group** - For 1 room open in DCC – up to 15 YP per session with emerging needs met. Totalling £14,182.

**Session delivery falls over a 13 week cycle; 12 weeks of face to face delivery (i.e 48 weeks per year) and a week of non-delivery - to allow for monitoring and reporting to be completed.**

**Where usual delivery falls on a Monday and impacted by Bank holidays, alternative delivery dates will be offered, this may include additional dates added to the end of the agreed term or alternative dates for delivery agreed; for example alternative times could be offered over the school holidays – to ensure that all contractual hours are met. Alternate delivery will be agreed on a programme by programme basis – i.e. reviewed and agreed within each 12 week delivery period.**

**Delivery will be as usual over the school holiday periods.**

**Where the weather and winter nights impact 30 minutes of outreach each session, e.g. no young people are out or it is unsafe to undertake outreach work, this time will be offered as an alternate outreach session during school holidays or added to an alternative delivery such as time given over for a trip, attendance at community fun days or undertaking alternate activities with young people. Time will be monitored and opportunities explored in conjunction with Parish Council representatives**

## 8. Disputes

8.1. If a dispute arises between the parties, every effort will be made to achieve a local resolution. If this is unsuccessful, disputes should be referred progressively through senior levels of management, **as applicable, for both partner and provider.**

## 9. Termination of this SLA

9.1. This SLA may be terminated by either party giving **2 weeks'** notice to the other, or over a shorter period if both parties agree. The Council reserves the right to terminate this agreement unilaterally, without notice, in the interests of the safety and well-being of children and young people.

## 10. Engagement of young people

Young people will attend the provision on a voluntary basis only.

## 11. Monitoring

11.1. The provider shall keep accurate records of service users with monitoring documents.

11.2. Additional monitoring and reporting requirements will be detailed in the service specification at part B

## 12. Information Sharing

12.1. Information to be shared:

- Age, Special category data (such as gender, ethnicity)
- Views, opinions and experiences of young people
- Any welfare concerns which have a legal basis for sharing.

12.2. Information can only be shared with a party where there is a legal basis for the party to process the information. In most cases, the legal basis for sharing the information in the Agreement will be in compliance with a legal obligation; the data subject may be informed of the reason under any relevant legislation why the data is being shared. Where the legal basis for sharing is consent, the data subject's consent shall be sought and obtained before the data is shared.

12.3. Capacity to provide consent:

All people over the age of 16 are presumed, in law, to have the capacity to give or withhold their consent to sharing of confidential information unless there is evidence to the contrary. The Mental Capacity Act 2005 Code of Practice will be followed when it is considered by relevant professional that a family member does not have the capacity to make decisions. Generally within England and Wales or in Northern Ireland, competence is assessed depending upon the level of understanding of the child, but it does indicate an approach that will be reasonable in many cases. A child should not be considered to be competent if it is evident that he or she are acting against their own best interests. If it has already been decided that a child is competent to provide their own consent then it will usually be reasonable to assume they are also competent to exercise their own data protection rights. If a child is competent then, just like an adult, they may authorise someone else to act on their behalf. This could be a parent, another adult, or a representative such as a child advocacy service, charity. As a consequence the issue of consent, should be considered against the context of the request for consent, nature of the information concerned, and their ability to understand the effect of their actions. (ICO Guidance - Children and the GDPR).

**13. Insurance, risk and liability**

- 13.1. Each party to this SLA shall be responsible for securing appropriate insurance for the services to be provided.
- 13.2. This will include public liability insurance to a minimum value of **£5,000,000**, employers' liability, products liability and specific risk insurance, depending on the nature of the services to be delivered, e.g. educational trips and visits.
- 13.3. All parties to this SLA should seek professional advice on the relevant insurance requirements.
- 13.4. Evidence of appropriate insurance must be provided to the Duston Parish Council before services commence.

**14. Engagement of third parties**

- 14.1. The engagement of third parties to deliver services under this agreement is subject to the same rigorous requirements as to suitability, qualifications, safeguarding of children and vulnerable adults, confidentiality, fidelity, insurance and indemnity as the main parties.
- 14.2. The Council has a right to terminate or prevent the engagement of any person or organisation in connection with this agreement on grounds of safety or non-compliance with statutory requirements.

**15. Signatures**

On behalf of Duston Parish Council

Signature: .....

Name: .....

Designation: .....

Date .....

On behalf of Partner/Provider Free 2 Talk CIC

Signature:

Name: Jodie Low

Designation: Director & Youth Worker

Date: 16/10/23



## Part B: Service specification

1. The services described below will be delivered within the Duston Parish Council area.
2. Day to be Agreed: A 2 hour Youth Work session on an evening between Monday - Friday
3. Times: 2 hours between 4-9pm
4. The Services will commence on: 20/11/23 and cease on: 19/11/24
5. Services will meet the National Youth Agency quality standards for Youth Work  
<https://www.nya.org.uk/practice-standards/>
6. The Services will be subject to the following monitoring arrangements. Each party will share information relevant to the participation of beneficiaries and quality of services provided which will include:
  - i. Beneficiaries' involvement in the design, management, monitoring and evaluation of services.
  - ii. Progress reports will be arranged on a quarterly basis between the Partner/Provider and the designated person at the Council who oversees this provision. The quarterly reports will be provided before the following dates by Free 2 Talk:  
Interim report 26/1/24; Qu2: 16/4/24; Qu3: 12/7/24; 11/10/24 and final evaluation will be 06/12/24 (this can be moved if additional sessions have been added on)
  - iii. Midway communication of progress will be provided by Free 2 Talk CIC and an end report will be provided. These should be communicated through report and meeting at 6 and 12 months.
7. The target beneficiaries are children aged between 12 years and 18 years, accessing the Duston Parish Area. A register of attendance indicating external beneficiaries will be maintained by Free 2 Talk CIC.
8. The provision of services during the school holidays will be agreed between the parties on a case-by-case basis. Any additional days and times agreed will be recorded in writing and attached to this agreement.
9. If the Partner/Provider is unable to provide sufficient staff, or staff with relevant qualifications, then the service will be modified, postponed or terminated as necessary in the interests of safety and welfare of children and young people. This will be discussed between the parties as soon as possible so that alternative arrangement can be made and parents can be informed. The Partner/Provider will contact the Parish Council by telephone as soon it is known that any significant change may be likely, and, where possible, alternative staffing will be provided to ensure that no child is left without adult supervision, until parents, guardians or taxis are able to collect children.
10. Food and drink provided will meet with the Healthy Schools standards and will be served and handled in accordance with food hygiene regulations.
11. Parental / Legal Guardian or Carer's consent for attendance, outings, activities and photography will be obtained before children are permitted to participate.
12. Premises provided for the delivery of services to be fit for purpose.

13. Equipment provided by the Partner/Provider must be fit for purpose. No equipment will be employed that does not meet with Health and Safety at Work standards. Electrical equipment, including computers and portable appliances, shall be subject to appropriate safety checks and certification.
14. Security of premises, keys, caretaking, cleaning and maintenance: the Partner/Provider will be required to ensure that the premises are secure and that safe access is maintained.
15. Problems, complaints and remedies:  
Parties will maintain a dialogue and keep communication channels open to ensure that any problem or complaint is addressed at the appropriate level at the earliest opportunity. Free 2 Talk CIC shall be responsible for initiating formal procedures to deal with complaints that are of a serious nature, utilising the providers existing disciplinary and grievance procedures.
16. Partner/Provider staff will attend Council meetings as and when necessary.