

DONYATT PARISH COUNCIL

Dear Councillors, you are summoned to the Parish Council meeting to be held on Thursday 18th March 2026 @7.00pm in the David Willis Room, Donyatt Village Hall.

Subject to Standing Orders 3e & 3f Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda during the Public Forum which will take place at the start of the meeting. If the matter is likely to take longer than 15 minutes, notice should be provided to the Clerk by 12 noon on the Monday preceding the meeting.



Clerk to the Council
04th March 2026

1. **Public question time including Somerset County councillor reports – note future reduction in representation.**
2. **To receive any apologies for absence**
3. **To receive any declarations of interest and approve any dispensations.**
4. **To approve minutes of meeting held on 13th January 2026**
5. **Finance:**
 - a. **Approve and sign bank statements to date**
 - b. **Bank balances – to note – Current account £1525.81 Instant Access £12,164.12**
 - c. **To approve and sign bank reconciliations**
 - d. **Payment requests – Appendix A**
 - e. **Grant budget & S137 funds allocation**
6. **Planning Application – Stibbear Farm**
7. **To consider grant application from DVH.**
8. **Riverwatch – update**
9. **Cycleway update**
10. **Emergency Planning – update/budget/next steps**
11. **SID data.**
12. **To consider and adopt IT Policy (Assertion 10)**
13. **To consider and adopt Procurement Policy**
14. **To consider Civility & Respect Pledge.**

The Council is recommended to resolve that under section 1, paragraph 2 of The Public Bodies (admission to meetings) Act 1960, the press and public be excluded from the meeting for the following items of business because publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

14: Clerk – review working hours & note annual increment from 01st April 2026.

Appendix A

18/03/26	CiLCA Jan& Feb	164.70	
18/03/26	CiLCA mileage/pkg	£26.52	
18/03/26	HMRC - CiLCA	£46.28	
18/03/26	Defib pads		
18/03/26	SLCC - subs	74.80	
18/03/26	Clerk – consumables/printer cartridges	217.68	
REGULAR PAYMENTS TO NOTE			
Salary	SO	28 th monthly	361.55
HMRC	SO	28 th monthly	78.41

2025/6 S137 allocation 348 electors@ 11.20 = £3862.80

2026/7 S137 allocation increased to £11.60 per elector=£4036.80

DONYATT PARISH COUNCIL

Minutes of a meeting held on 13th January 2026 @ 7pm in the David Willis Room.

Present@ Cllr D Light, Chairman, Cllr J Attlesey Vice Chairman, Cllrs G Wilson, J McKenzie, S Payne, K Light
Clerk Z Bougourd.

One member of the public present.

25/98 Public question time including Somerset County councillor reports. No reports received.

25/99 To receive any apologies for absence – none received.

25/100 To receive any declarations of interest and approve any dispensations. None received.

25/101 To approve minutes of the meeting held on 11th November 2025. Approved and signed

25/101 To approve minutes of the meeting held on 26th November 2025. Approved and signed

25/102 Review action points and update from meeting held on 11th November 2025

- a. **Flood Alleviation Plans/Flooding update.** Cllr D Light had received an email update from Somerset Council Highways Department – some drains have been cleared, soil run off during heavy rain remains a significant contributing factor to localised flooding. Situation ongoing and monitored

25/103 Review action points and update from meeting held on 26th November 2025

- a. **Action Plan for Emergency Planning.** Cllr Payne updated the draft emergency plan to date. Cllr Wilson will ask the Donyatt Despatch to include the information re Whatsapp for residents who want to be kept informed of any localised incidents which have significant impact on residents.

25/104 Planning:

Proposal: Proposed two storey extension to the rear/north of the Property and associated internal alterations.

Location: Dollings Pool Dairy Donyatt Hill Donyatt Ilminster Somerset TA19 0RY

Applicant: Mr And Mrs French

Application Type : Householder Application

Application Number: 25/02949/HOU - Noted

ADJACENT PARISH:

Proposal: Conversion of an existing barn into a Carport/Garden Store and the change of use of parts of an existing agricultural farm yard and paddock to domestic use.

Location: Land At Crock Street Donyatt Ilminster Somerset

Applicant: Mssr's M. S. and G White and Issac

Application Type : Full Application

Application Number: 25/02447/FUL – noted as adjacent Parish

25/105 FINANCIAL REPORTS

- a) **Approve & sign Bank statements to date.** Approved and signed
- b) **Current account £1212.85 Instant access Account £13718.12 Total funds held: £14930.97.**
- c) **To approve and sign bank reconciliations.** Approved and signed

*Zannette Bougourd – Clerk to Donyatt Parish Council
clerk.donyattpc@gmail.com*

d) **Payment requests for authorisation.** Approved and signed

25/106 To approve final budget for 2026/7 and approve precept request. The budget was approved. Proposed Cllr Payne, seconded Cllr D Light, approved unanimously.

Precept request was approved: Proposed Cllr D Light, seconded Cllr Payne. Approved unanimously. Clerk to submit precept request to Somerset Council

25/107 Consider grant application from DVH. The grant application from Donyatt Village Hall was tabled and discussed. It was agreed that the Clerk will contact Mike Toop for further information and to request more recent accounts.

25/108 Consider grant application from DRAC – approved. Grant will be paid following receipt of precept

25/109 Consider grant application from St Mary's Church, Cllr D Light will contact the Church representative and also obtain alternative quotes for the Churchyard grass mowing contract.

25/110: Note: Grant payments will be made in two instalments due to SC paying the precept in two instalments.

2. Dog Waste Bins: Update – Cllr Wilson

3. Application for Village Green statues - update

05/01/26	CiLCA – course textbook		£50.00
05/01/26	CiLCA Dec hrs/mileage/pkg		£212.10
05/01/26	HMRC - CiLCA		£53.02
13/01/26	The George		£40.00
REGULAR PAYMENTS TO NOTE			
Salary	SO	28 th monthly	361.55
HMRC	SO	28 th monthly	78.41

Reports to note:

Chapter 8 Training LCN/SC email

LCN Newsletter

Update on election costs

Local electric vehicle infrastructure

January February 2026	CURRENT ACCOUNT		Income	Expenditure
16-Jan-26	ICO	GDPR		47
20-Jan-26	CILCA			262.1
20-Jan-26	The George			40
28-Jan-26	Clerk			361.56
28-Jan-26	HMRC			78.41
31-Jan-26	Bank charges			6
18-Feb-26	Transfer from reserves		1,554.00	
28-Feb-26	Bank charges			6
02-Mar-26	Clerk			361.56
02-Mar-26	HMRC			78.41
			1,554.00	1241.04
	Opening Balance		1,212.85	
	Expenditure		1,241.04	
	Income		1,554.00	
	31/12/2025		1,525.81	
	RESERVE ACCOUNT			
31-Dec-26		Opening balance	13718.12	
18-Feb-26	Transfer to C/A	Transfer		1554
04-Mar-26	Closing balance		12164.12	
Signed				
Date:				

Zannette Bougourd (Donyatt P.C.)

Clerk@donyatt-pc.gov.uk

Date: 25 February 2026

Our Ref: **26/00319/HOU**

Daisy Wilcox (Graduate Planning Officer)

Email: daisy.wilcox@somerset.gov.uk
01935 463890

PARISH/TOWN COUNCIL CONSULTATION
Town and Country Planning Act 1990

Dear Zannette Bougourd (Donyatt P.C.)

Proposal: Proposed single storey side extension.

Location: Stibbear Farmhouse Stibbear Lane Donyatt Ilminster Somerset TA19 0SQ

Applicant: MR & MRS ADLARD

Application Type : Householder Application

Application Number: 26/00319/HOU

The Council has received the above application and the documents are available on the website, [Planning Search \(somerset.gov.uk\)](http://somerset.gov.uk/planning-search)

Comments are welcome by **18 March 2026**. If you need more time to consider this application, please contact the Planning Officer as early as possible to agree an extension.

The application is being dealt with by Daisy Wilcox (Graduate Planning Officer) who can be contacted by email at daisy.wilcox@somerset.gov.uk or by telephone on Tel No: 01935 463890

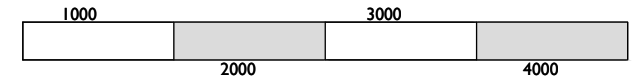
You can Comment, Support or Object to the proposal but material planning reasons must be provided. Please use the response template issued to the Clerk to submit your comments. Any comments made will be taken into account in any Officer recommendation. Please do not submit them via the public comment facility on the Council's website above, this facility is currently only for use for members of the public and your comments may not be logged correctly.

Your response should be returned by email to PlanningSouth@somerset.gov.uk Please do not send direct to the Case Officer or include signatures or any other personal information that may need redacting.

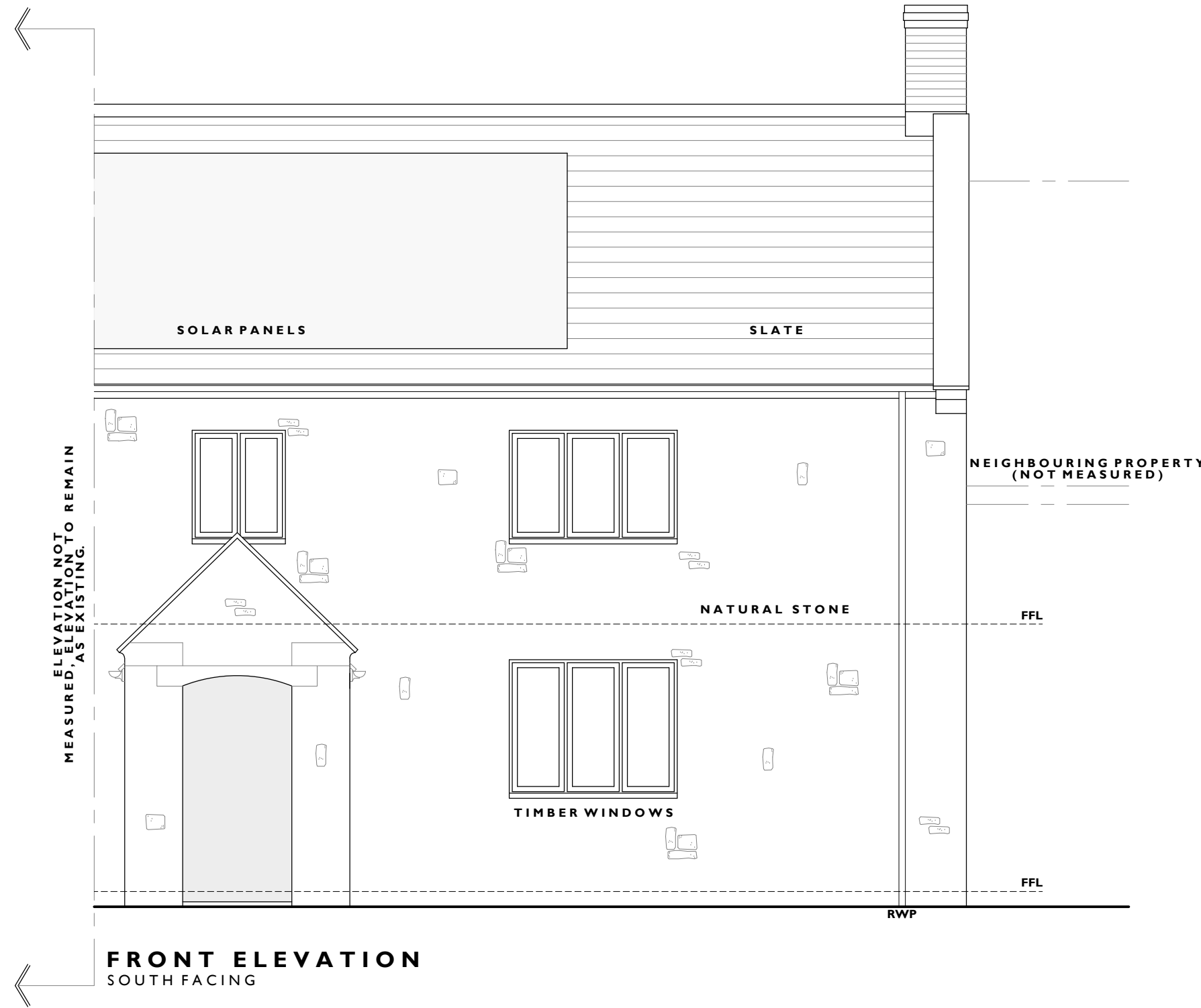
Daisy Wilcox (Graduate Planning Officer)
Planning Team South
Somerset Council

- ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT FOR LEVELS WHICH ARE IN METERS.
- ANY DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS SHOULD BE DISCUSSED WITH T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD PRIOR WORKS BEING CARRIED OUT.
- INFORMATION PRODUCED BY T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD IS SOLELY FOR CLIENT NOTED, NO INFORMATION SHOULD BE COPIED WITHOUT WRITTEN PERMISSION FROM T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD.

DATE	REVISION	DWN



 **EXISTING**



T J HAWKINS

ARCHITECTURAL

DESIGN CONSULTANTS

T - 07415071119 E - ADMIN@TJ-HAWKINS.CO.UK

CLIENT
MR & MRS ADLARD

PROJECT
PROPOSED SIDE EXTENSION AT STIBBEAR FARMHOUSE,
STIBBEAR LANE, DONYATT.

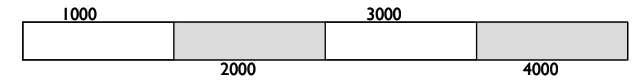
DRAWING TITLE
EXISTING ELEVATION

DWG NUMBER 479 - EX - 004	REVISION -	SCALE 1/50 @ A3
------------------------------	---------------	--------------------

DATE 19.01.26	DRAWN JJ
------------------	-------------

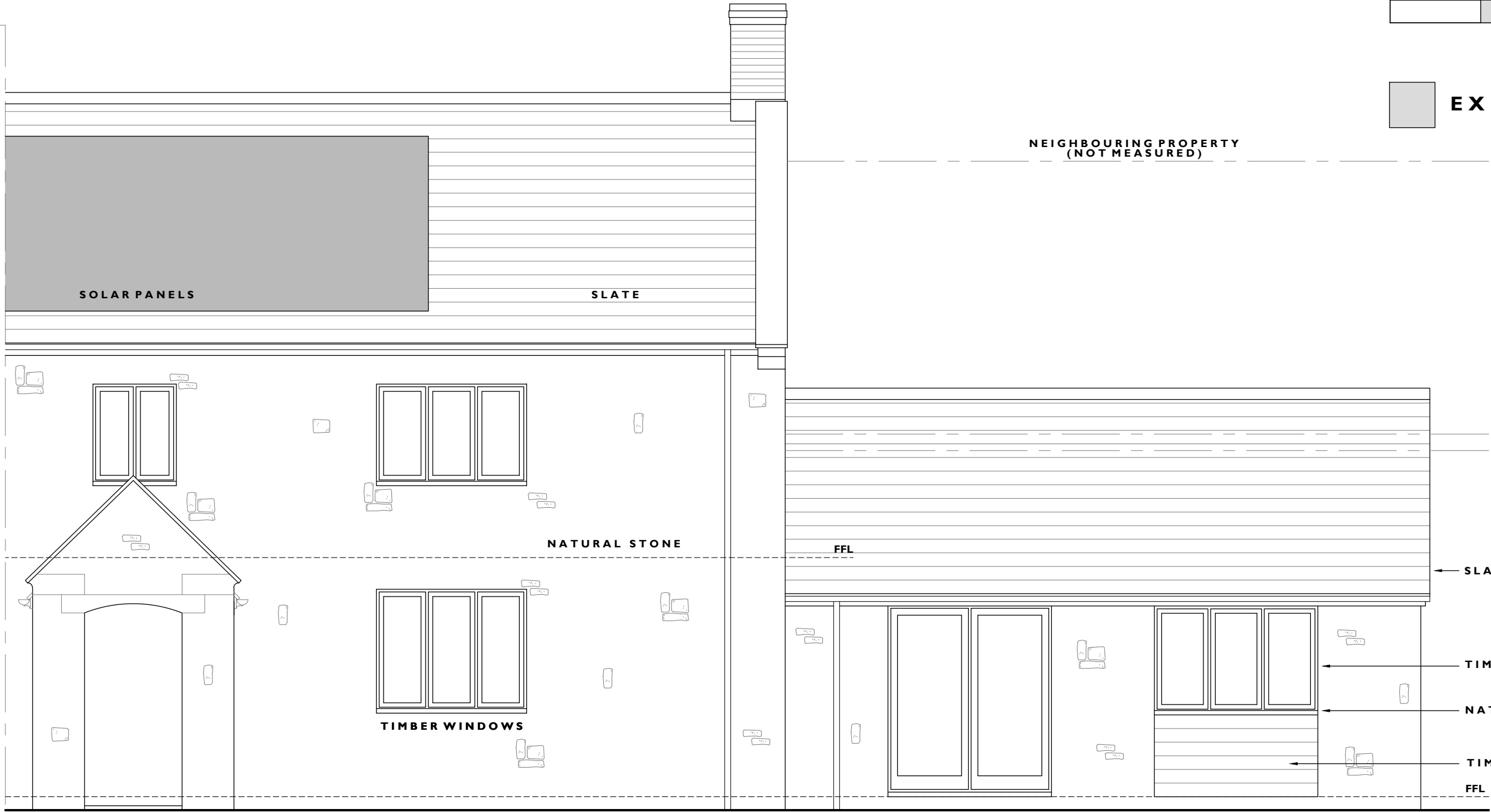
- ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT FOR LEVELS WHICH ARE IN METERS.
- ANY DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS SHOULD BE DISCUSSED WITH T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD PRIOR WORKS BEING CARRIED OUT.
- INFORMATION PRODUCED BY T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD IS SOLELY FOR CLIENT NOTED, NO INFORMATION SHOULD BE COPIED WITHOUT WRITTEN PERMISSION FROM T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD.

DATE	REVISION	DWN



EXISTING

NEIGHBOURING PROPERTY
(NOT MEASURED)



ELEVATION NOT MEASURED, AS ELEVATION TO REMAIN, AS EXISTING.

FRONT ELEVATION
SOUTH FACING

PROPOSED



T J HAWKINS

ARCHITECTURAL

DESIGN CONSULTANTS

T - 07415071119 E - ADMIN@TJ-HAWKINS.CO.UK

CLIENT
MR & MRS ADLARD

PROJECT
PROPOSED SIDE EXTENSION AT STIBBEAR FARMHOUSE,
STIBBEAR LANE, DONYPATT.

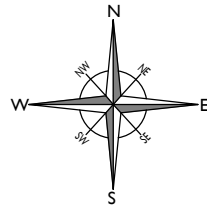
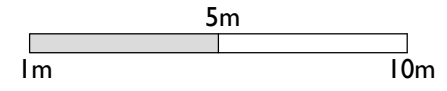
DRAWING TITLE
PROPOSED ELEVATION

DWG NUMBER 479 - PR - 004	REVISION -	SCALE 1/50 @ A3
------------------------------	---------------	--------------------

DATE 19.01.26	DRAWN JJ
------------------	-------------

- ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT FOR LEVELS WHICH ARE IN METERS.
- ANY DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS SHOULD BE DISCUSSED WITH T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD PRIOR WORKS BEING CARRIED OUT.
- INFORMATION PRODUCED BY T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD IS SOLELY FOR CLIENT NOTED, NO INFORMATION SHOULD BE COPIED WITHOUT WRITTEN PERMISSION FROM T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD.

DATE	REVISION	DWN
------	----------	-----



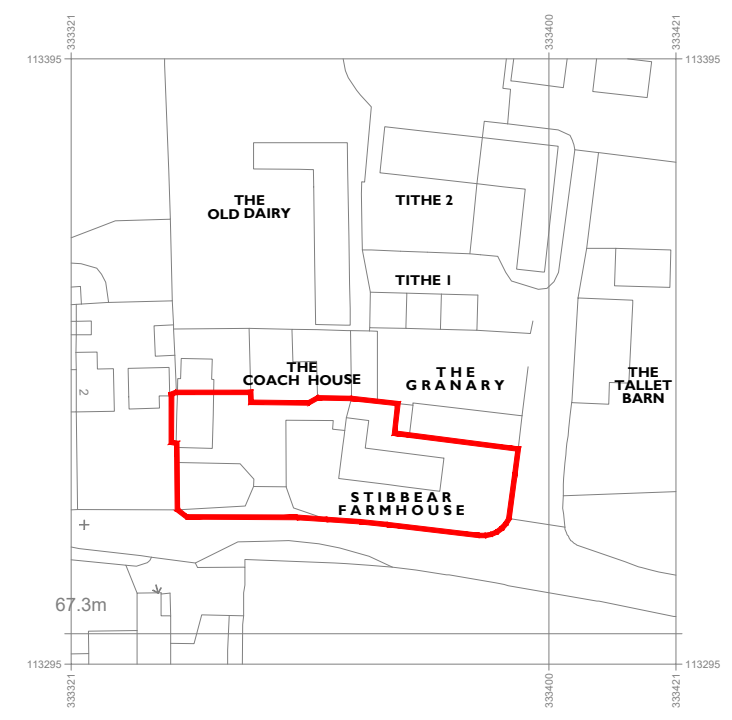
**THE
COACH
HOUSE**

**THE
GRANARY**

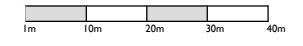
**STIBBEAR
FARMHOUSE**

STIBBEAR LANE

LOCATION PLAN - SCALE 1/1250



Serial number: 325088
 © Crown copyright and database right 2026
 Ordnance Survey licence AC0000848283
 Reproduction in whole or in part is prohibited
 without the prior permission of Ordnance Survey.



T J HAWKINS

ARCHITECTURAL

DESIGN CONSULTANTS

T - 07415071119 E - ADMIN@TJ-HAWKINS.CO.UK

CLIENT
MR & MRS ADLARD

PROJECT
PROPOSED SIDE EXTENSION AT STIBBEAR FARMHOUSE,
STIBBEAR LANE, DONYPATT.

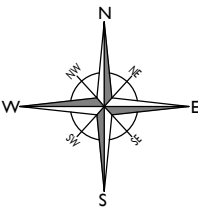
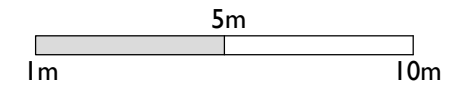
DRAWING TITLE
SITE AND LOCATION PLAN

DWG NUMBER 479 - EX-106	REVISION -	SCALE 1/200 @ A3
----------------------------	---------------	---------------------

DATE 19.01.26	DRAWN JJ
------------------	-------------

- ALL DIMENSIONS ARE IN MILLIMETERS, EXCEPT FOR LEVELS WHICH ARE IN METERS.
- ANY DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS SHOULD BE DISCUSSED WITH T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD PRIOR WORKS BEING CARRIED OUT.
- INFORMATION PRODUCED BY T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD IS SOLELY FOR CLIENT NOTED, NO INFORMATION SHOULD BE COPIED WITHOUT WRITTEN PERMISSION FROM T J HAWKINS ARCHITECTURAL DESIGN CONSULTANTS LTD.

DATE	REVISION	DWN



**THE
COACH
HOUSE**

**THE
GRANARY**

**STIBBEAR
FARMHOUSE**

STIBBEAR LANE



T J HAWKINS

ARCHITECTURAL

DESIGN CONSULTANTS

T - 07415071119 E - ADMIN@TJ-HAWKINS.CO.UK

CLIENT
MR & MRS ADLARD

PROJECT
PROPOSED SIDE EXTENSION AT STIBBEAR FARMHOUSE,
STIBBEAR LANE, DONYPATT.

DRAWING TITLE
PROPOSED SITE PLAN

DWG NUMBER	REVISION	SCALE
479 - PR-106	A	1/200 @ A3

DATE	DRAWN
19.01.26	JJ



T J HAWKINS

ARCHITECTURAL

DESIGN CONSULTANTS

T – 07415071119

E – admin@tj-hawkins.co.uk

Photos





DONYATT PARISH COUNCIL

**GRANT APPLICATION FORM
for Voluntary organisations in the parish**

NAME OF ORGANISATION	Donyatt Village Hall
CONTACT NAME AND ADDRESS & PHONE NO:	Mike Toop - Chairman 20 Donyatt Hill, Donyatt, TA19 0RZ 01460 258745 / 07597 902587
ORGANISATION ACTIVITIES	Operation and servicing of Village Hall for the benefit of local residents and users
NUMBER IN ORGANISATION	8
DESCRIPTION OF PROJECT OR PURCHASE AND REASON FOR GRANT	Entering it's 100th year, a decision has been made to carry out a number of improvements to the hall. The various projects include but are not limited to: Lighting – review of current lighting with the aim of reducing running cost whilst improving our carbon footprint. Kitchen – Complete redecoration including new splashbacks where required Main Hall – Complete redecoration, improvements to the audio visual equipment which has regular use. Redecoration as required to rest of hall interior Repainting of exterior walls Replacement of main gates
TOTAL COST	Estimate of costs for the above with a contingency amount added to cover additional works or unforeseen costs £ 6150.00
AMOUNT OF GRANT REQUESTED	£2,500.00
HOW MUCH IS TO BE RAISED BY THE ORGANISATION TOWARDS THIS PROJECT	All required funding over and above that granted to us by DPC

DESCRIBE HOW YOU WILL RAISE FURTHER MONEY TOWARDS THIS PROJECT	Various social events , Hirings and current funds available
HAVE YOU APPLIED FOR OTHER LOCAL GOVERNMENT GRANTS TOWARDS THIS PROJECT	No
WHAT ARE YOUR BANK BALANCES AT THE TIME OF APPLICATION	£ xxxxxxx (Bill to advise)
HAVE YOU RECEIVED A GRANT FROM THIS COUNCIL IN THE LAST 5 YEARS	Yes
PLEASE ENCLOSE A COPY OF YOUR LAST 1 YEAR CERTIFIED FULL YEAR ACCOUNTS: NEW GROUPS NOT COMPLETED ONE YEAR WILL BE ACCESSED ON THEIR BANK BALANCE	(Bill to submit)
PLEASE USE THIS REMAINING SPACE TO GIVE ANY ADDITIONAL INFORMATION RELATING TO YOUR APPLICATION	The committee strive to keep hire costs to a minimum given the current economic climate. With ever rising operational costs grants are a welcome and appreciated contribution to meet our goals.
SIGNED	<i>Mike Toop</i>
POSITION	DVHC - Chairman

DONYATT PARISH COUNCIL

Emergency Planning Document



Contents / Index

	Pages
1. Purpose OF Emergency Planning	4
2. Management Structure	5
2.1. Suggested Management Structure for Major incident.	
2.2. DPC Information room	
2.3. Roles and Responsibilities	
3. Communications Strategy	9
4. Contact Numbers.	10
4.1. Parish Council Members / Somerset Council Depts / Operatives	
4.2. Volunteer list	
4.3. Emergency Services	
4.4. Maps	
4.5. Decision Log	
4.6. Vulnerability List	
5. Contingency Plans	18
5.1. What are Contingency Plans.	
5.2. Contingency Plan Index	
5.3. Fire.	
5.4. Road Traffic Accident / Road closures.	
5.5. Missing Person	
5.6. Loss of electricity	
5.7. Gas Leak / Toxic Waste leak	
5.8. Evacuation / Place of safety	
5.9. Floods.	
6. What's App Group	27
6.1. Description of Group purpose	
6.2. List of participants	
7. Annexes	29
i. Grab Bag	
ii. Flood Advice	

Purpose of an Emergency

Emergency plans

Provide the framework to deal with the overall management of incidents that could occur in the community location(s).

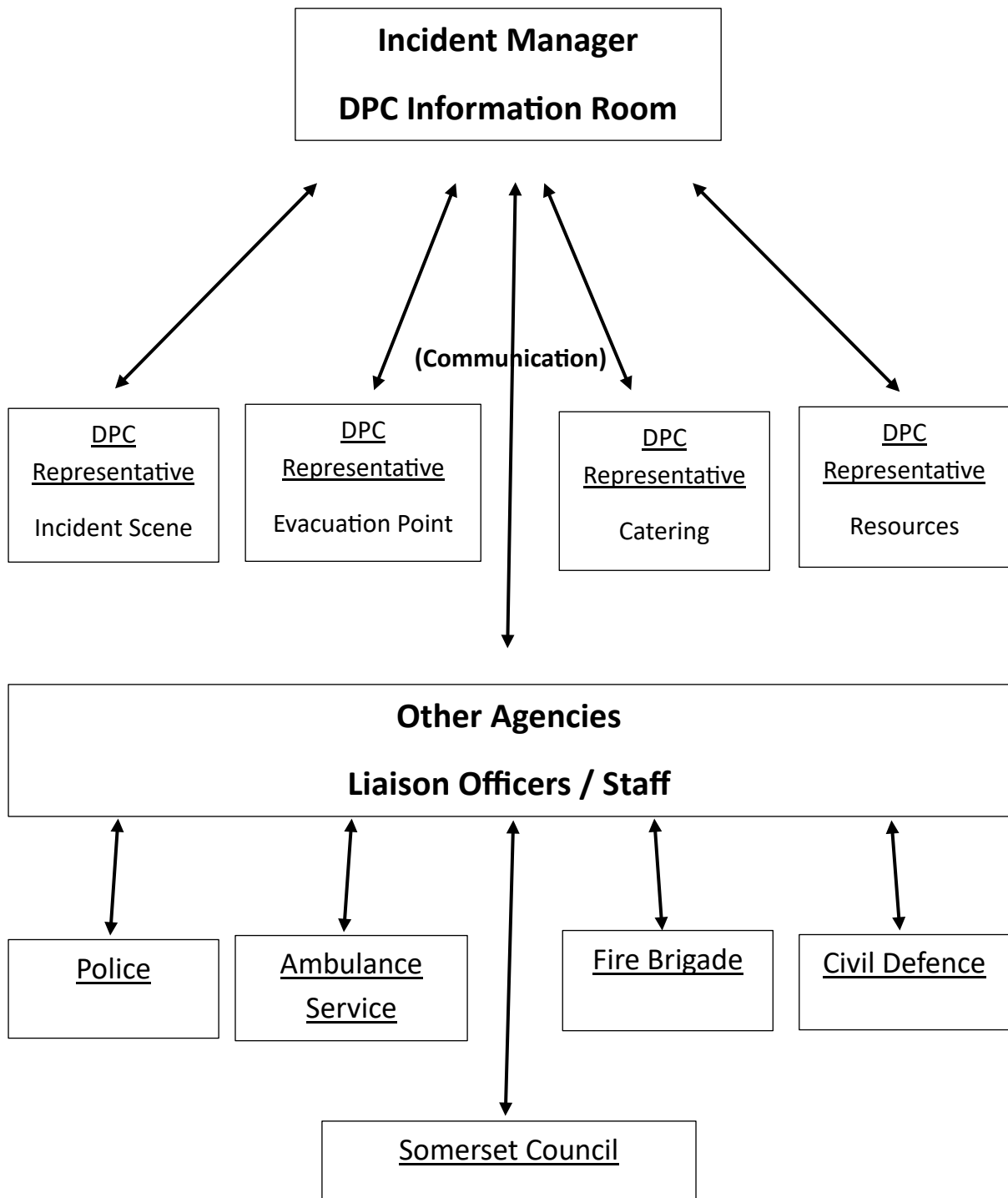
Emergency planning allows for a co-ordinated response from citizens residing in the community to unforeseen incidents or emergencies, to be used when other support is delayed or not readily available.

It allows for interventions to be made where emergency services are overcommitted or otherwise engaged and unable to attend Immediately.

The creation of an emergency plan and accompanying contingency plans, provide options to incident managers, which have been considered and resourced at a time prior to any incident and when pressure or stress is at its lowest.

Emergency plans are drafted to provide options only. They are not exclusive or to be considered obligatory or mandatory. They are offered to incident Manager as an aid only, to be appropriately considered or dismissed accordingly.

Suggested Management Structure for Major Incident



DPC Information Room

DPC Information Room Tasks - Requirements

Decision Making / Information collation Point / Inter-agency information sharing - support

Separate Room with **Managed Access**

Oversight

- Incident location
- Incident log / timings.
- Decisions log.
- Resources Deployed (Personnel / equipment / support stores)
- Resources available – Personnel / Equipment / meals / drinks etc.
- Other Agencies in attendance
- Staff rotation for protracted incidents.
- Budget Control – support items & equipment.

Information

- Location of incident (Plotting Board)
- Maps of Area – Local knowledge.
- Current Situation
- Persons injured / location / status, etc.
- Next of kin details.
- Vulnerable persons list.
- Contact numbers.
- Volunteer List – Local skills, Support offers.
- Resources available.
- Victim Support available

The information room should be a focal point for incident information, aware of all current issues, barriers and both resources deployed and available. The above lists are not exhaustive and should not be viewed as such.

The information room should be accessible to all emergency services and support staff, who should be facilitated working areas to meet their requirements and needs.

An effective two-way liaison / communication stream should be established.

Roles and Responsibilities

1. Incident Manager

- a. Post yourself in the Information room and identify yourself. (High Visible Jacket).
- b. Manage the information room and incident.
- c. Make informed decisions.
- d. Allocate resources.
- e. Identify rotations when required.
- f. Link with other DPC representatives to maintain situation overview.
- g. Liaise with other services – co-ordinate actions.
- h. Brief staff prior to deployment and on their standing down.
- i. Maintain the Decisions Log.

2. DPC Representative – Incident

- a. Attend incident and identify yourself. (High Visible Jacket).
- b. Liaise with attending Emergency Services.
- c. Assess incident, injuries etc.
- d. Feedback findings to Information room.
- e. Remain at incident until relieved. Present as a focal point for others to engage.
- f. Direct individuals to evacuation point if opened.

a. DPC Representative – Evacuation / Place of Safety

- a. Establish an evacuation / Place of safety as directed by the Incident Manager.
- b. Identify yourself as DPC Representative – Evacuation Representative (High Visible Jacket).
- c. Establish rest areas, triage area and signpost.
- d. Deploy support staff as available in area and brief to responsibilities.
- e. Manage logs into and out of area.
- f. Manage persons attending area and address needs.
- g. Feedback findings to Information room relevant information.

b. DPC Representative – Catering

- a. Identify yourself as DPC Representative – Catering (High Visible Jacket).
- b. Identify all resources available to be deployed / used.
- c. Co-ordinate with volunteers and deploy accordingly.
- d. Identify need for resupply and advise if available or how to obtain.
- e. Provide refreshments / food as required. (Evac area / incident scene).
- f. Feedback findings to Information room relevant information

c. DPC Representative – Resources

- a. Identify all resources available to be deployed.

- b. Co-ordinate with volunteers any equipment they have available for deployment.
- c. Log deployment of resource.
- d. Feedback findings to Information room relevant information

Communications Strategy

Communications are essential to managing any incident or emergency. Decisions are only effective if based on up-to-date information.

The information room must receive information in a timely manner to enable effective allocation and tasking of support staff and resources.

Information can be passed in various way;

- i. Mobile telephone: Voice Calls, What's app, texts, emails.

If using any of these methods, it is essential to advise and log the mobile number being used with the Information Control room before deployment.

- ii. It is accepted that reception for mobile telephones within the Donyatt area is poor. Therefore, it may be necessary to use a 'Runner' to convey messages either verbally or written.

(A runner is a person delegated to convey messages between the scene of an incident to and from the information Control room).

- iii. Use of emergency service communication equipment can also be used if available. Those operating must make sure they are aware of the communication structure relevant to that communications net.

Emergency Services

Contact Numbers

- Police / Fire / Ambulance - Emergency 999

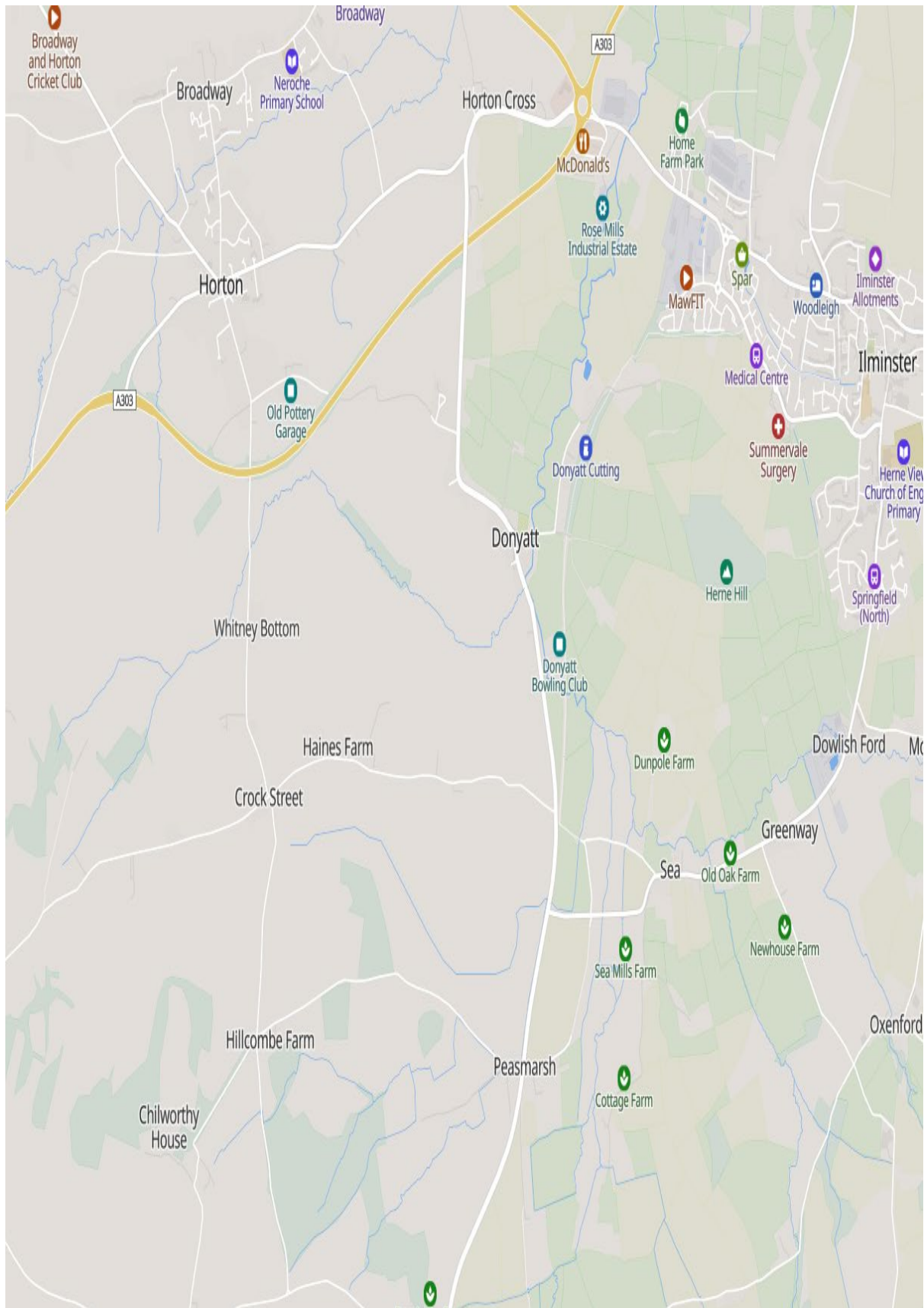
Local Contact No's:

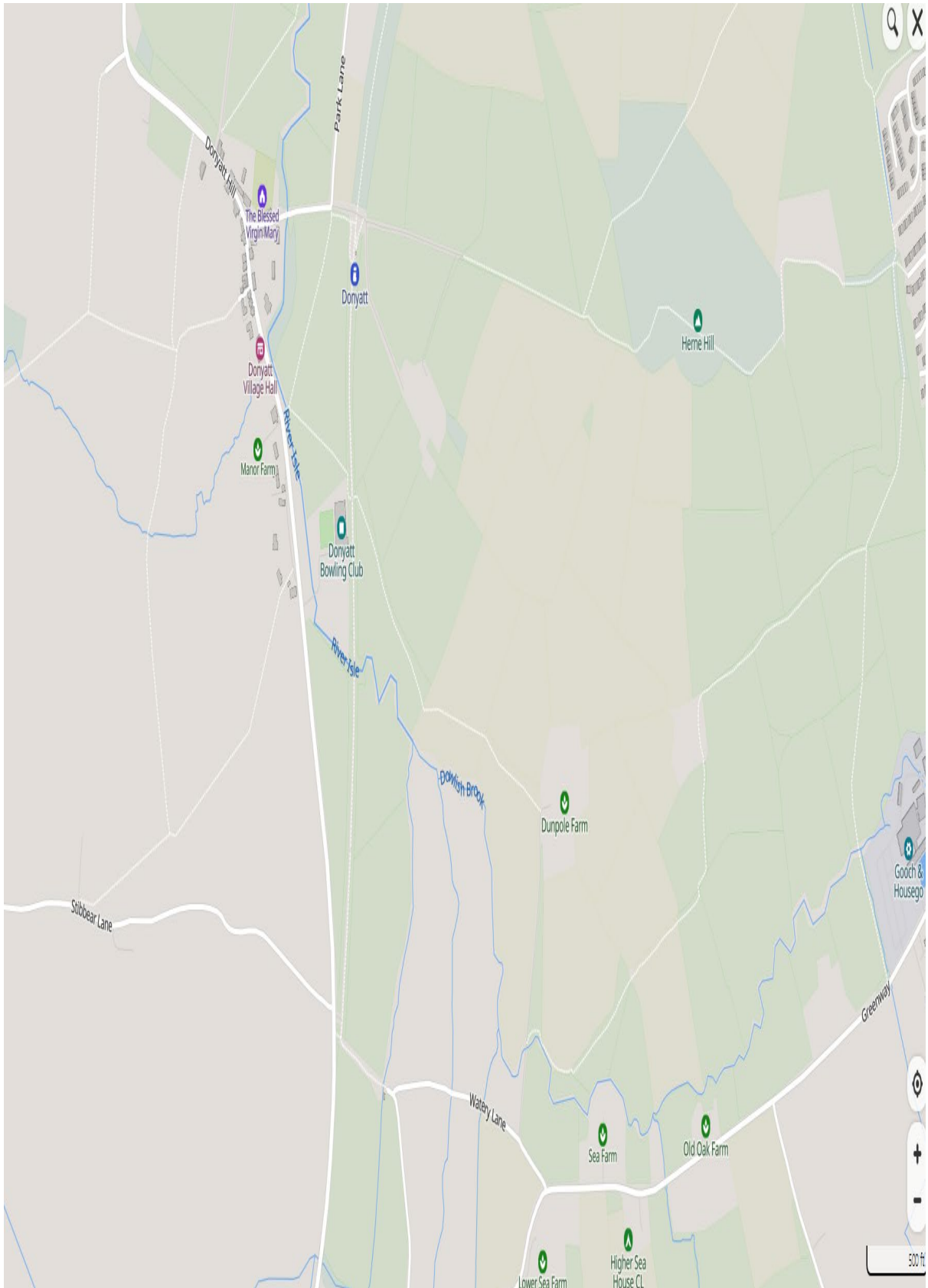
- Police: Non-emergency
Police number: 101
Chard Stn: 01460-238220 Liaison Officer:
Taunton Stn: 0117-9989112 Liaison Officer:
Yeovil Stn: 0117-9989112 Liaison Officer:
- Fire Brigade: Chard Stn: 01392-872200 Liaison Officer:
Taunton Stn: 01392-872200 Liaison Officer:
Yeovil Stn: 01392-872200 Liaison Officer:
- Ambulance: Ilminster: 01392-261500 Liaison Officer:
Taunton: 01823-278114 (24hrs) Liaison Officer:
Yeovil: 01935425640 (24hrs) Liaison Officer:
- Hospitals: Taunton: 01823-333444
Yeovil: 01935-475122 or 01935-606060.
Bristol:
Southmead: 0117-9505050
Bristol Royal Infirmary: 0117-9230000

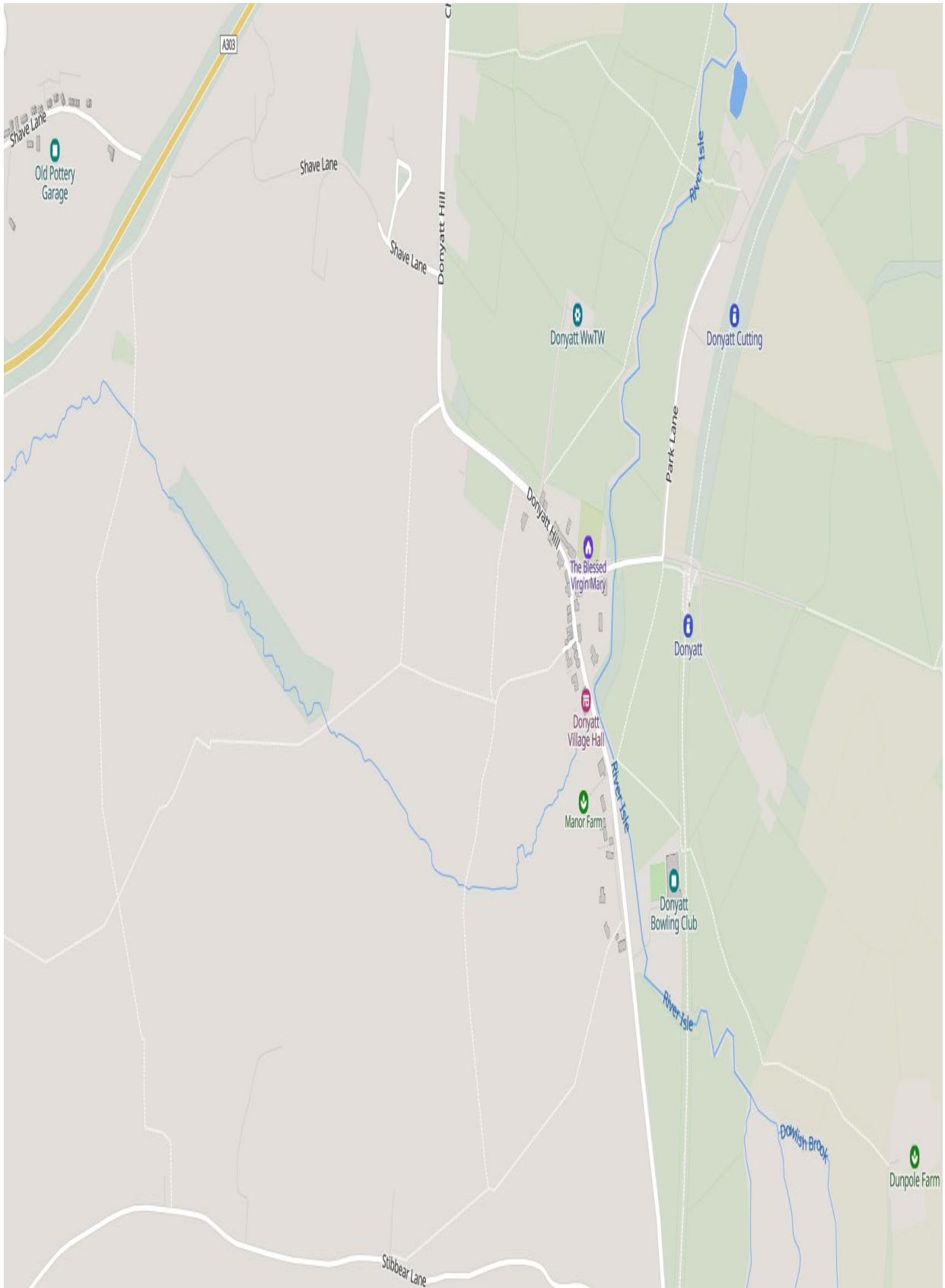
Support Services

- Contact Flood-line for advice
Flood-line helpline: Telephone: 0345 988 1188 - Textphone: 0345 602 6340.
Open 24 hours a day, 7 days a week
- Samaritans 116 123

Maps of Area







Contingency Plans

What are Contingency Plans

- A contingency Plan is a check list / guide / prompt to carry out an action to manage an incident.
- Drafted beforehand to cover all perceived actions when the pressure is off.
- Always Plan for the worst and then scale back according to requirements of the incident.
- There is no limit to the number of Contingency Plans you can draft. The more the better.
- Contingency Plans can be used in conjunction with others to support one another.
- They should contain all that's necessary to manage an incident effectively.
- Should contain Contact information relevant to the incident management.
- Contact information, required actions and should provide options.
- Should hold check lists to record decisions made, justification and timings.

Contingency Plans

Index

1. Fire.
2. Road Traffic Accident / Road closures.
3. Missing Person
4. Loss of electricity.
5. Gas Leak / Toxic Waste leak
6. Floods.
7. Evacuation

1. Fire.

Information required:

- a. Location of fire.
- b. Contained.
- c. Emergency Services on scene or called.
- d. Persons on premises / missing.
- e. Injuries of persons & Severity.
- f. Location of injured.
- g. NOK Details. Informed?
- h. Cordon established.
- i. Road closures.
- j. Are there vulnerable persons affected.
- k. Evacuation / place of safety identified and opened.

Actions to consider

- a. Contact emergency Services if not already completed.
- b. Call in additional staff.
- c. Establish an Information room / point.
- d. Establish a cordon around incident area.
- e. Divert traffic.
- f. Open an evacuation / point of safety area.
- g. Divert victims / affected residents to Evacuation point.
- h. Deploy staff to assist Vulnerable persons.
- i. Link with emergency services and advise of actions. Identify First Aid personnel and apply aid as appropriate.
- j. Record details of all involved.
- k. Maintain a decisions log and record decisions made.

Actions at end of incident.

- a. Assemble staff and debrief.
- b. Identify issues and learning.
- c. Identify concerns of staff and offer support as required.
- d. Restock supplies and link with DVPC Chair to brief and share learning.

2. Road Traffic Accident

Information required:

- a. Location of accident
- b. Vehicles involved.
- c. Persons injured
- d. Persons trapped.
- e. Is there a fire.
- f. Emergency Services on scene or called.
- g. Are there any fatalities.
- h. NOK Details. Informed?
- i. Location of injured or dead.
- m. Cordon established.
- n. Road closures.
- o. Are there vulnerable persons affected.
- p. Evacuation / place of safety identified and opened.

Actions to consider

- a. Contact emergency Services if not already completed.
- b. Call in additional staff.
- c. Establish an Information room / point.
- d. Establish a cordon around incident area.
- e. Divert traffic.
- f. Open an evacuation / point of safety area.
- g. Divert victims / affected residents to Evacuation point.
- h. Deploy staff to assist Vulnerable persons.
- i. Link with emergency services and advise of actions. Identify First Aid personnel and apply aid as appropriate.
- j. Record details of all involved.
- k. Maintain a decisions log and record decisions made.

Actions at end of incident.

- a. Assemble staff and debrief.
- b. Identify issues and learning.
- c. Identify concerns of staff and offer support as required.
- d. Restock supplies and link with DVPC Chair to brief and share learning.

3. Missing Person

Information required:

- a. Who is missing.
- b. Personal details
- c. Male / Female – age – Address
- d. Do they have a mobile telephone – number. – Contacted?
- e. Any known medical conditions.
- f. Last seen.
- g. Wearing:
- h. Direction of travel.
- i. Were they accompanied by someone – Details?
- j. Previous history of absenting self.
- k. Known friends. Addresses.
- l. Who reported missing. Name contact details. Relationship
- m. NOK details. Informed?
- n. Have emergency Services been informed and are they dealing.
- o. Emergency Services Liaison Officer. Contact details.
- p. Has any searches been completed and by whom and at what time.
- q. Location of parents / Guardian / NOK.

Actions to consider

- a. Contact emergency Services if not already completed.
- b. Call in additional staff.
- c. Establish an Information room / point.
Link with Emergency Services and co-ordinate approach before taking action.
- d. Identify possible search areas and deploy staff to conduct.
- e. Support Parents / NOK / Guardians

Actions at end of incident.

- a. Assemble staff and debrief.
- b. Identify issues and learning.
- c. Identify concerns of staff and offer support as required.
- d. Restock supplies and link with DVPC Chair to brief and share learning.

4. Power Outage - Electricity

Information required:

- a. Who are affected by the outage. Addresses / Areas.
- b. National outage or Local?
- c. Have the electricity board been advised / Are aware and dealing.
- d. Is the expected return of service known.
- e. Are there vulnerable persons affected?
- f. Where are they now.
- g. Do any neighbours have power.

Actions to consider

- a. Contact electricity Services if not already completed.
- b. Call in additional staff.
- c. Establish an Information room / point.
- d. Deploy staff to assist Vulnerable persons.
- e. Can we relocate with neighbours.
- f. Do we need to open evacuation Centre. Do they have power.
- g. Can we allocate a generator to individual address or Evacuation Centre.
- h. Link with Electricity Services to obtain regular updates and share.

Actions at end of incident.

- a. Assemble staff and debrief.
- b. Identify issues and learning.
- c. Identify concerns of staff and offer support as required.
- d. Restock supplies and link with DVPC Chair to brief and share learning.

5. Gas Leak / Toxic Waste Spillage

Information required:

- a. Location of leak / smell / spillage.
- b. Have emergency Services been call or on scene.
- c. Have the Gas board been advised / Are aware and dealing.
- d. Have the Fire Brigade been informed and attending.
- e. Are there vulnerable persons affected?
- f. Are there any casualties.
- g. Where are they now.
- h. What are the NOK details. Have they been contacted.
- i. How long is the incident likely to take to make safe.

Actions to consider

- a. Contact Gas Board or Fire Brigade, if not already completed.
- b. Call in additional staff.
- c. Establish an Information room / point.
- d. Do we need to establish a cordon.
- e. Do we need to evacuate.
- f. Where is most appropriate to evacuation point to use.
- g. Deploy staff to assist Vulnerable persons.
- h. Do roads need to be closed or vehicles diverted.
- i. Link with Gas Board / Fire Bridges to obtain regular updates and share.

Actions at end of incident.

- e. Assemble staff and debrief.
- f. Identify issues and learning.
- g. Identify concerns of staff and offer support as required.
- h. Restock supplies and link with DVPC Chair to brief and share learning.

Note: Although there is o Gas supply to Donyatt there is a buried mains Gas pipe which runs through the field to the north of the village.

6. Flood

Information required:

- a. Are the Emergency Services on site. If not, when are they expected.
- b. Who are those affected. Addresses / Areas.
- c. What is the current situation. Is it isolated or getting worse.
- d. Are there vulnerable persons affected?
- e. What measure are in place to act as barriers.
- f. Is the area accessible.
- g. What flood resources do we have.

Actions to consider

- a. Contact Emergency Services if not already completed.
- b. Call in additional staff.
- c. Establish an Information room / point.
- d. Can we relocate affected villagers with neighbours.
- e. Do we need to open evacuation Centre. Do they have power.
- f. Deploy staff to assist Vulnerable persons
- g. Deploy flood prevention resources to individual address.
- h. Link with Emergency Services to obtain regular updates and share.

Actions at end of incident.

- a. Assemble staff and debrief.
- b. Identify issues and learning.
- c. Identify concerns of staff and offer support as required.
- d. Restock supplies and link with DVPC Chair to brief and share learning.

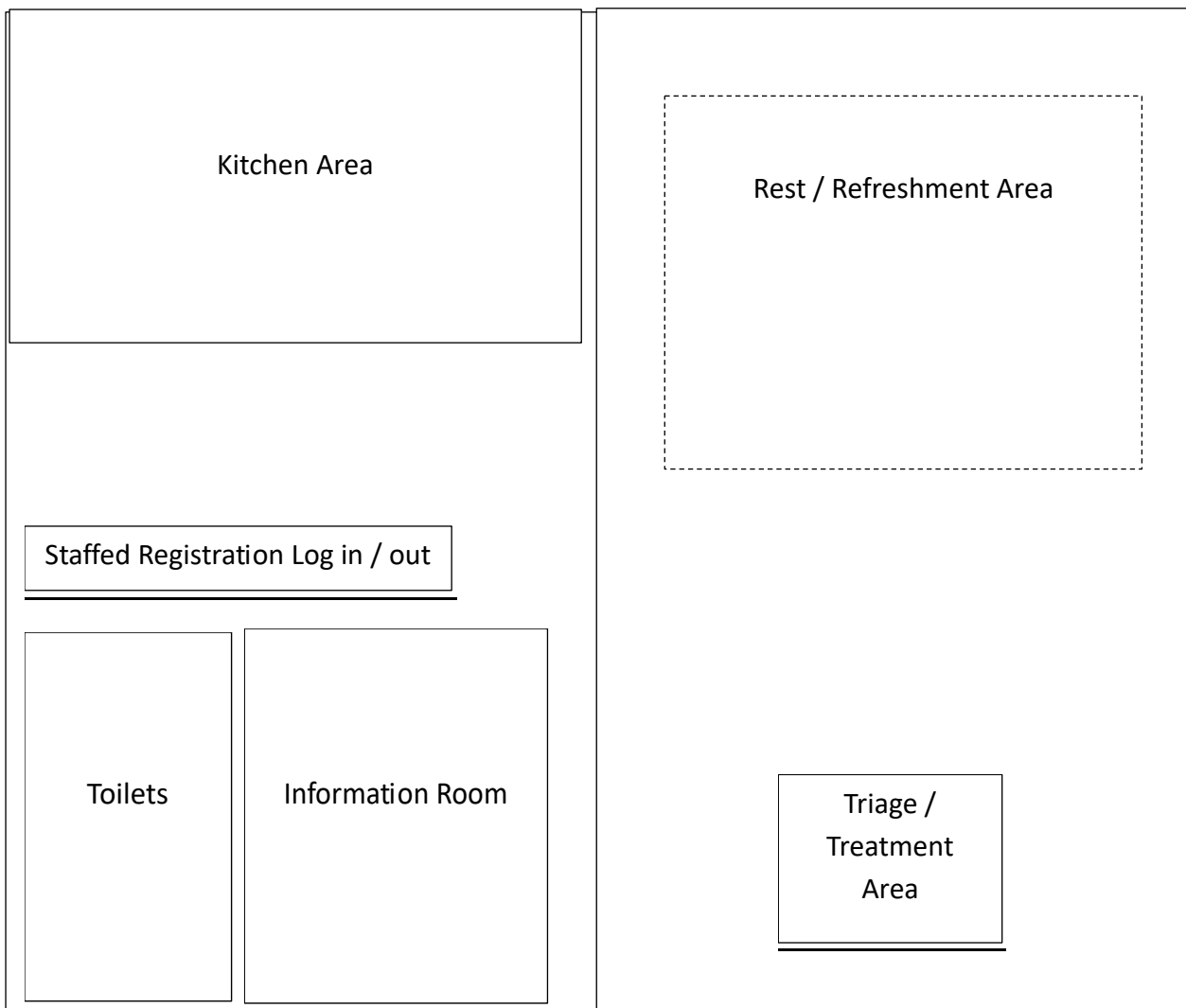
7. Evacuation Locations

Suggested Locations:

- Neighbour's / Private residency. – Privacy, personal support, refreshments.
- Donyatt Village Hall – Available rooms for Information room, Assembly Hall & kitchen.
- The George Public House – Available rooms for Information room, Assembly Hall & kitchen.
- The Village Church. – Available rooms for Information room & Assembly Hall.

Suggested elements / allocation of space is shown below:

Donyatt Village Hall (Major Incident)



Registration Form for those wishing to join the group

Please note; A 'what's App' group has been set up as the communication method for this group.

You will be e-mailed the details when we have received your completed form, which should be returned to

Your Name:

Address:

Location in Parish: Donyatt Village / Sea / Peasmash / Stibbear / Crock Street / Other (please specify)

Telephone number: Landline;
Mobile;

E-mail address:

Availability: 24/7, Weekdays only, Weekends only, Daytime only. Other (please specify)

Area of knowledge and/or expertise that you could contribute:
e.g. General skills, medical experience & knowledge, construction, farming & livestock control, tree-clearance, transport, ex-armed forces/police/fire services/ power supply, other (please specify).

Any equipment / plant / transport that you have that may be useful in an emergency:
e.g. Submersible water pumps, generators, portable lighting, tow-vehicles, chainsaws and other cutting equipment, vehicles that can cope with deep water, other equipment (please specify).

Your level of knowledge of Donyatt and immediate area (on foot as well as in a vehicle) in your own words please:

Signed;

Date:

Annexes

Grab Bags

- i. Contents bag 1

Admin

- a. Copy of Emergency Plan.
- b. Decisions Log.
- c. Maps of Area. X 3 copies of each.
- d. Pens & writing pads.
- e. Clipboards x 6.
- f. Wipe bord Markers.
- g. Envelopes.
- h. Sticky Tape.
- i. Labels.
- j. Radio

Aids / Tools

- k. High Visibility Vests x 10
- l. Torches x 8
- m. Replacement batteries
- n. Box of gloves (Disposable)
- o. Black masking tape x 10 reels.
- p. Assortment of tools / crow bar.
- q. Rope.
- r. Grappling Hook.

First Aid

- s. Survival blankets / foil blankets x 30.
- t. First Aid kit.
- u. Flask

Catering

- v. Tea coffee.
- w. Sugar / Sweetener.
- x. Milk shackets / powder milk.

iii. **Flood Advice**

Contact Flood line for advice

Flood line helpline

Telephone: 0345 988 1188

Textphone: 0345 602 6340

Open 24 hours a day, 7 days a week

If you are in an area at risk of flooding:

- Move to higher ground if you are in an area at risk of flooding and it is safe to do so.
- Move important items and valuables upstairs or to a safe place.
- Turn off gas, electricity, and water supplies if you can do so safely.
- Keep medication, essential documents and a mobile phone with you.
- Call 999 if you are in immediate danger.

If your property has been flooded, please report it here: https://orlo.uk/report_flooding_oN2kD

Check what you can do to prepare (visit the link in the comments)

For updates on road conditions follow Devon Alert

Follow Met Office for weather alerts and latest updates
#stayweatheraware

DONYATT PARISH COUNCIL
IT POLICY
ADOPTED BY FULL COUNCIL MARCH 2026
REVIEWED ANNUALLY.

Introduction

Each council will have its own IT setup and, as such, a single 'one-size-fits-all' IT policy is unlikely to be appropriate. Some smaller parish councils may operate with minimal equipment, while others may manage multiple devices connected to a central server. These guidelines are intended to help councils identify key considerations when developing or updating their own IT policy.

Councils that use external IT providers should ensure their policies accurately reflect current practices and contractual arrangements.

Purpose of the IT Policy

The purpose of an IT policy is to establish clear parameters for how councillors, staff, and other authorised users use council-provided technology or equipment in the course of their duties. A well-defined policy helps to:

- Set expectations for appropriate use of equipment and systems.
- Raise awareness of risks associated with IT use.
- Safeguard the council's data and digital assets.
- Clarify what constitutes acceptable and unacceptable use.
- Outline the consequences of policy breaches.

Councils will also need to determine and clearly state whether limited personal use of IT equipment is permitted (for example, checking personal email or online shopping during lunch breaks).

Monitoring of IT Use

As an IT provider, the council has the right to monitor the use of its IT equipment and systems, provided there is a legitimate reason for doing so and councillors, employees and other authorised users are informed that such monitoring may take place. Any monitoring must be proportionate and comply with relevant data protection and privacy laws. Other persons may be included if they access or use council systems e.g. if they have a council e-mail address

Scope of this policy

This policy applies to all councillors, staff, and other authorised users, regardless of their working location or pattern, including those who are home-based, office-based, or work

on a flexible or part-time basis. It sets out the expectations for the appropriate use of IT equipment and systems provided by the council.

Computer use

Hardware

- 1.1.1 Donyatt Parish Council computer equipment is provided for council purposes, however reasonable personal use is permitted (reasonable interpreted as in the opinion of the clerk). Any personal use of our computers and systems should not interrupt our daily council work in any way. Councillors, staff, and other authorised users are asked to restrict any personal use to official lunch breaks or before or after working hours.
- 1.1.2 All councillors, staff, and other authorised users must lock their computers when leaving their desks to prevent unauthorised access. This applies to both council-owned and personal devices used for work. Failure to comply may result in disciplinary action.
- 1.1.3 All computer and other electronic equipment supplied should be treated with good care at all times. Computer equipment is expensive, and any damage sustained to any equipment will have a financial impact on the council.
- 1.1.4 Computer and electronic hardware should be kept clean, with precautions taken to prevent food or drink spills.
- 1.1.5 All computer and mobile equipment will carry a number which is logged against the current owner of that equipment. A database of equipment issued will be kept.
- 1.1.6 Equipment should not be dismantled or reassembled without seeking advice.
- 1.1.7 Councillors, staff, and other authorised users are not to purchase any computer or mobile equipment (including software). Unless previously authorised.
- 1.1.8 Personal disks, USB sticks, CDs, DVDs, data storage devices etc cannot be used on council computers without the prior approval of the Clerk

1.1.9 All faults or necessary repairs must be reported to the Clerk

Equipment

2.1 Portable equipment

2.1.1 Portable equipment includes laptop computers, netbooks, tablets, mobile and smart phones with email capability and access to the internet etc.

2.1.2 It is particularly emphasised that council back-up procedures specific to portable equipment should be followed at all times.

2.1.3 All portable computers must be stored safely and securely when not in use in the office, i.e. when travelling or when working from home. Portable equipment (unless locked in a secure cabinet or office) should be kept with or near the user at all times; should not be left unattended when away from council premises and should never be left in parked vehicles or at any council or non-council premises.

2.1.4 It is important to ensure all portable devices are protected with encryption in case they are lost or stolen. All smartphones or tablets that hold council data, including emails and files, must be protected with a pin code. Where possible, these devices should also be programmed to erase all content after several unsuccessful attempts to break in. Any security set on these devices must not be disabled or removed.

2.1.5 Multi-Factor Authentication (MFA) is a security process that requires users to verify their identity using two or more independent methods—for example, entering a password (something you know) and confirming a code sent to your mobile device (something you have). This significantly reduces the risk of unauthorised access to systems and sensitive data. NALC recommends implementing MFA as a best practice to enhance information security and support compliance with data protection obligations under the UK GDPR and the Data Protection Act 2018.

2.1.6 If an item of portable equipment is lost or damaged this should be reported to the Clerk.

2.1.7 To protect confidential information, unless it is a requirement of the job and this has been authorised, it is forbidden for photographs or videos to be taken on council premises, without the prior written permission of the Clerk. This includes mobile

telephones with camera function, camcorder, tape or other recording device for sound or pictures - moving or still.

2.1.8 Under no circumstances should any non-public meeting or conversation be recorded without the permission of those present. This does not affect statutory rights (under The Openness of Local Government Regulations 2014).

2.1.9 In addition, the council does not permit webcams (which may be pre-installed on many laptops) to be used in the workplace, other than for conference calls for council purposes. If there is any doubt as to whether a device falls under this clause, advice should be sought from the Clerk.

2.2 Use of own devices

2.2.1 Personal laptops and other computers or other devices should not be brought into work and used to access council IT systems during working hours, unless this has been authorised by their line manager. This is to ensure that no viruses enter the system, to prevent time being wasted during working hours on personal use and to assist in maintaining security, confidentiality, and data protection.

2.2.2 The council recognises that some councillors, staff, and other authorised users may wish to use their own smartphones, tablets, laptops etc to access our servers, private clouds or networks for normal council purposes, including, but not limited to, reading their emails, accessing documents stored on the council's website or to store data on the council's server(s) or access data in other services. Any such use of personal devices will be at the discretion of the council, but consent for standard systems (MS Windows) will normally be permitted. Such devices should be kept up to date so that any vulnerabilities in the operating system or other software on the device are appropriately patched or updated.

2.2.3 However, the same security precautions apply to personal devices as to the council's desktop equipment. For continuity purposes, calls made to external parties must be made on council landlines or mobile phone numbers to ensure that only these numbers are used and/or stored by the recipient, rather than personal numbers. Any emails sent from own devices should be sent from a council email account and should not identify the individual's personal email address.

- 2.2.4 Councillors, staff, and other authorised users that use council systems are expected to use all devices in an ethical and respectful manner and in accordance with this policy. Accessing inappropriate websites or services on any device via the IT infrastructure that is paid for or provided by the council carries a high degree of risk, and, for employees, may result in disciplinary action, including summary dismissal (without notice). For Workers or Contractors, we may terminate the worker agreement. This is irrespective of the ownership of the device used. An example would be downloading copyright music illegally or accessing pornographic material.
- 2.2.5 In cases of legal proceedings against the council, the council may need to temporarily take possession of a device, whether council-owned or personal to retrieve the relevant data.
- 2.2.6 Wherever possible the user should maintain a clear separation between the personal data processed on the council's behalf and that processed for their own personal use, for example, by using different apps for council and personal use. If the device supports both work and personal profiles, the work profile must always be used for work-related purposes.
- 2.2.7 Councillors, staff, and other authorised users who intend to use their own devices via the council's infrastructure must ensure that they:
- use a strong password or fingerprint to protect their device(s) from being accessed. For smartphones and tablets this should lock the device after three failed login attempts.
 - configure their device(s) to automatically prompt for a password after a period of inactivity of more than 10 minutes
 - always password protect any documents containing confidential information that are sent as attachments to an email, and notify the password separately (preferably by a means other than email).
 - for smartphones and tablets, activate the automatic device wipe function (where available). Note that use of the remote wipe function may also involve the removal of the individual's personal data. Councillors, staff, and other authorised users are therefore advised to keep personal data separate from council data and where possible ensure secure Wi-Fi networks are used.

- ensure that work-related data cannot be viewed or retrieved by family or friends who may use the device.
- inform the Clerk if their device(s) is/are lost, stolen, or inappropriately accessed where there is risk of access to council data or resources. To prevent phones being used, they will need to retain the details of their IMEI number and the SIM number of the device as their provider will require this to deactivate it.

2.2.8 Personal data relating to councillors, staff, and other authorised users, residents, and external stakeholders should not be saved to any personal accounts with third-party storage cloud service providers as this may breach data protection legislation or create a security risk if the device is lost or stolen. This applies especially if the passwords used to store/access data are saved onto the device, or if the service permits councillors, staff, and other authorised users to remain logged in between sessions.

2.2.9 Personal information and sensitive data should never be saved on councillors, staff, or other authorised users own devices as this may breach confidentiality agreements, especially if the device is used by other people from time to time. The following data must never be accessed or processed on a personal device :

- Personal contact details (names, addresses, telephone numbers, email addresses)
- Financial information (bank details, payment card information, payroll data)
- Health or medical records
- Sensitive personal data (relating to race, ethnicity, religion, sexual orientation)
- Criminal records or allegations
- Safeguarding information concerning children or vulnerable adults
- Commercially sensitive information (contracts, tenders, procurement details)
- Staff personnel files and disciplinary records
- Legal advice and correspondence
- Passwords, access credentials, or security information

Personal devices * include personal laptops, desktop computers, mobile phones, smartphones, tablets, iPads, USB drives, external hard drives, smartwatches, wearable devices, and home computers shared with family members.

- 2.2.10 If removable media are used to transfer data (e.g. USB drives or CDs), the user must also securely delete the data on the media once the transfer is complete.
- 2.2.11 Councillors, staff, and other authorised users who open any attachments should ensure that any cached copies are deleted immediately after use. The Clerk will provide assistance or training in doing this if needed. Additional risks include data belonging to the council being accessed by unauthorised persons if the device(s) is lost, stolen, or used without the owner's permission.
- 2.2.12 Any work done on user's own equipment should be stored securely and password protected and should always be backed up in accordance with the council's standard backup procedures.
- 2.2.13 If transferring data, either by email or by other means, this should be done through an encrypted channel, such as a virtual private network (VPN) or a secure web protocol (https://). Unsecured wireless networks should not be used.
- 2.2.14 Prior to the disposal of any device that has work data stored on it, and in the event of a user leaving the council, councillors, staff, and other authorised users are required to allow the Clerk or IT services provider access to the device to ensure that all passwords, user access shortcuts and any identifiable data are removed from the device.
- 2.2.15 Councillors, staff, and other authorised users must take responsibility for understanding how their device(s) work in respect to the above rules if they are accessing council servers/services via their own IT equipment. Risks to the user's personal device(s) include data loss as a result of a crash of the operating system, bugs and viruses, software or hardware failures and programming errors rendering a device inoperable. The council will use reasonable endeavours to assist, but councillors, staff, and other authorised users are personally liable for their own device(s) and for any costs incurred as a result of the above.

Health and safety

- 3.1.1 Councillors, staff, and other authorised users who work in council offices will be provided with an appropriate workstation.

3.1.2 The Council has a duty to ensure that regular appropriate eye tests, carried out by a competent person, are offered to employees using display screen equipment. Further details are set out in the council's health and safety policy.

3.1.3 Any VDU user who feels that their workstation requires changes to make it compliant must speak to the Clerk.

If any hazards are detected at a workstation, including 'noises' from the IT equipment, this should be reported immediately to the Clerk.

Password and Authentication Policy

4.1.1 All user accounts must be protected by strong, secure passwords. The council follows the National Cyber Security Centre (NCSC) recommendations for creating passwords using three random words (e.g. PurpleCandleRiver). This method helps create passwords that are both strong and easy to remember, while offering effective protection against common cyber threats such as brute-force attacks. This approach is endorsed in NALC guidance.

In addition to strong passwords, Multi-Factor Authentication (MFA) should be enabled wherever possible. MFA requires users to provide two or more independent forms of verification—for example, a password (something you know) and a code sent to your phone (something you have). This significantly reduces the risk of unauthorised access to systems and personal data.

To further strengthen account security:

- Initial user account passwords must be generated by the IT provider.
- Default passwords provided by vendors or the IT provider must be changed immediately upon installation or setup.
- Service or System (e.g. Website) account passwords are generated and managed by the IT provider.
- The council recommends these practices as part of its commitment to robust information security and to support compliance with the UK GDPR and the Data Protection Act 2018.

For more guidance, see the NCSC's advice on password security: [NCSC Password Guidance](#)

4.1.2 Access to Passwords

- Passwords are personal and must not be shared under any circumstances.

- Only the assigned user of an account may access or use the associated password.
- In exceptional cases (e.g., incident response or employee offboarding), access to system credentials may be granted to authorised personnel from the IT provider with appropriate approvals and logging.
- Administrative credentials must be stored securely and only accessible to authorised personnel with a copy provided to the chair of council], in a sealed envelope, only to be accessed in an emergency.

4.1.3 Password Storage and Management

- Passwords must not be stored in plain text or written down in insecure locations.
- Passwords must be stored using a council-approved, encrypted password manager (e.g., LastPass, Bitwarden, or KeePass).

4.1.4 Password Change Requirements

- Immediately change password if compromise is suspected.

4.1.5 Password Access Control and Logging

- All access to administrative or shared credentials must be logged and auditable.
- Attempts to access unauthorized passwords will be treated as a security incident.

4.1.6 Responsibility

- Users are responsible for creating and maintaining secure passwords for their accounts.

4.1.7 The IT security provider is responsible for:

- Managing system/service credentials.
- Enforcing password policies. Auditing and monitoring password-related security practices.

Monitoring

- 5.1.1 The council reserves the right to monitor and maintain logs of computer usage and inspect any files stored on its network, servers, computers, or associated technology to ensure compliance with this policy as well as relevant legislation. Internet, email, and computer usage is continually monitored as part of the council's protection against computer viruses, ongoing maintenance of the system, and when investigating faults.

- 5.1.5 The council will monitor the use of electronic communications and use of the internet in line with the Investigatory Powers (Interception by Councils etc for Monitoring and Record-keeping Purposes) Regulations 2018.
- 5.1.6 Monitoring of an employee's or user's email or and/or internet use will be conducted in accordance with an impact assessment that the council has carried out to ensure that monitoring is necessary and proportionate. Monitoring is in the council's legitimate interests and is to ensure that this policy is being complied with.
- 5.1.7 The information obtained through monitoring may be shared internally, including with relevant councillors and IT staff if access to the data is necessary for performance of their roles. The information may also be shared with external HR or legal advisers for the purposes of seeking professional advice. Any external advisers will have appropriate data protection policies and protocols in place.
- 5.1.8 The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted.
- 5.1.9 Councillors, staff, and other authorised users have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the council's data protection policy.
- 5.1.10 Such monitoring and the retrieval of the content of any messages may be for the purposes of checking whether the use of the system is legitimate, to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigation of wrongful acts, or to comply with any legal obligation.
- 5.1.11 The council has software and systems in place that can monitor and record all internet usage.
- 5.1.12 The council reserves the right to inspect all files stored on its computer systems in order to assure compliance with this policy. The council also reserves the right

to monitor the types of sites being accessed and the extent and frequency of use of the internet at any time, both inside and outside of working hours to ensure that the system is not being abused and to protect the council from potential damage or disrepute.

5.1.13 Any use that the council considers to be 'improper', either in terms of the content or the amount of time spent on this, may result in disciplinary proceedings.

5.1.14 All computers will be periodically checked and scanned for unauthorised programmes and viruses.

Remote working

6.1.1 Increased IT security measures apply to those who work away from their normal place of work (e.g. whilst travelling, working from home or any other different venue as follows:

- if logging into the council's systems or services remotely, using computers that either do not belong to the council or are not owned by the user, any passwords must not be saved, and the user must log out at the end of the session deleting all logs and history records within the browser used. If the configuration of the device does not clearly support these actions (for example at an internet café), council services should not be accessed from that device.
- the location and direction of the screen should be checked to ensure confidential information is out of view. Steps should be taken to avoid messages being read by other people, including other travellers on public transport etc.
- any data printed should be collected and stored securely.
- all electronic files should be password protected and the data saved to the council's system/services when accessible.
- papers, files or computer equipment must not be left unattended at "non council" premises unless arrangements have been made with a responsible person at a "noncouncil" premises for them to be kept in a locked room or cabinet if they are to be left unattended at any time.
- any data should be kept safely and should only be disposed of securely.
- papers, files, data sticks/storage, fIDonyatt drive or backup hard drives should not be left unattended in cars, except where it is entirely unavoidable for short periods, in which case they must be locked in the boot of the car. If staying away

overnight, council data should be taken into the accommodation, care being taken that it will not be interfered with by others or inadvertently destroyed.

- where possible the ability to remotely wipe any mobile devices that process sensitive information should be retained in the case of loss or theft.
- Councillors, staff, and other authorised users who work away from the office with sensitive data should be equipped with a screen privacy filter for mobile devices and should use this at all times when accessing such data away from the office.

Email

7.1.1 Council email facilities are intended to promote effective and speedy communication on work-related matters. Although we encourage the use of email, it can be risky. Councillors, staff, and other authorised users need to be careful not to introduce viruses onto council systems and should take proper account of the security advice below.

7.1.2 On occasion, it will be quicker to action an issue by telephone or face to face, rather than via protracted email chains. Emails should not be used as a substitute for face to face or telephone conversations. Councillors, staff, and other authorised users are expected to decide which is the optimum channel of communication to complete their tasks quickly and effectively.

7.1.3 These rules are designed to minimise the legal risks run when using email at work and to guide councillors, staff, and other authorised users as to what may and may not be done. If there is something which is not covered in the policy, councillors, staff, and other authorised users should ask the Clerk rather than assuming they know the right answer.

7.1.4 All councillors, staff, and other authorised users who need to use email as part of their role will normally be given their own council email address and account. The council may, at any time, withdraw email access, should it feel that this is no longer necessary for the role or that the system is being abused.

7.1.5 Email messages sent on the council's account are for council use only. Personal use is not permitted.

Use of the Internet

8.1 Copyright

8.1.1 Much of what appears on the Internet is protected by copyright. Any copying without permission, including electronic copying, is illegal and therefore prohibited. The Copyright, Designs and Patents Act 1988 set out the rules. The copyright laws not only apply to documents but also to software.

The infringement of the copyright of another person or organisation could lead to legal action being taken against the council and damages being awarded, as well as disciplinary action, including dismissal, being taken against the perpetrator.

8.1.2 It is easy to copy electronically, but this does not make it any less an offence. The council's policy is to comply with copyright laws, and not to bend the rules in any way.

8.1.3 Councillors, staff, and other authorised users should not assume that because a document or file is on the Internet, it can be freely copied. There is a difference between information in the 'public domain' (which is no longer confidential or secret information but is still copyright protected) and information which is not protected by copyright (such as where the author has been dead for more than 70 years).

8.1.4 Usually, a website will contain copyright conditions; these warnings should be read before downloading or copying.

8.1.5 Copyright and database right law can be complicated. Councillors, staff, and other authorised users should check with the Clerk if unsure about anything.

8.2 Trademarks, links and data protection

8.2.1 The council does not permit the registration of any new domain names or trademarks relating to the council's names or products anywhere in the world, unless authorised to do so. Nor should they add links from any of the council's web pages to any other external sites without checking first with the Clerk.

8.2.2 Special rules apply to the processing of personal and sensitive personal data. For further guidance on this, see the council's data protection policy.

8.3 Accuracy of information

- 8.3.1 One of the main benefits of the internet is the access it gives to large amounts of information, which is often more up to date than traditional sources such as libraries. Be aware that, as the internet is uncontrolled, much of the information may be less accurate than it appears.

Use of social media

- 9.1.1 Social media includes blogs; Wikipedia and other similar sites where text can be posted; multimedia or user generated media sites (YouTube); social networking sites (such as Facebook, LinkedIn, X (formerly known as Twitter), Instagram, TikTok, etc.); virtual worlds (Second Life); text messaging and mobile device communications and more traditional forms of media such as TV and newspapers. Care should be taken when using social media at any time, either using council systems or at home.
- 9.1.2 Personal use of social networking/media and chat sites are not permitted during working hours.
- 9.1.3 The council recognises the importance of councillors, staff, and other authorised users joining in and helping to shape sector conversation and enhancing its image through blogging and interaction in social media. Therefore, where it is relevant to use social networking sites as part of the individual's position, this is acceptable.

However, inappropriate comments and postings can adversely affect the reputation of the council, even if it is not directly referenced. If comments or photographs could reasonably be interpreted as being associated with the council, or if remarks about the council could be regarded as abusive, humiliating, sexual harassment, discriminatory or derogatory, or could constitute bullying or harassment, the council will treat this as a serious disciplinary offence. Councillors, staff, and other authorised users should be aware that parishioners or other local organisations may read councillors, staff, and other authorised users' personal weblogs, to acquire information, for example, about their work, internal council business, and employee morale. Therefore, even if the council is not named, care should be taken with any views expressed.

- 9.1.4 To protect both the council and its interests, everyone is required to comply with the following rules about social media, whether in relation to their council role or personal social networking sites, and irrespective of whether this is during or after working hours:

9.1.5

- Contacts from any of the council's databases should not be downloaded and connected with on LinkedIn or other social networking sites with electronic address book facilities, unless this has been authorised.
- Any blog that mentions the council, its current work, councillors, employees, other users associated with the council, partner organisations, local groups, suppliers, parishioners, should identify the author as one of its councillors or employees and state that the views expressed on the blog or website are theirs alone and do not represent the views of the Council. Even if the council is not mentioned, care should be taken with any views expressed on social media sites and any views should clearly be stated to be the writer's own (e.g. via a disclaimer statement such as: "The comments and other content on this site are my own and do not represent the positions or opinions of my employer/ the council.") Writers must not claim or give the impression that they are speaking on behalf of the council.
- The Council expects councillors, staff, and other authorised users to be respectful about the council and not to engage in any name calling or any behaviour that will reflect negatively on its reputation. Any unauthorised use of copyright materials, any unfounded or derogatory statements, or any misrepresentation is not viewed favourably and could constitute gross misconduct.
- Photos or videos that include employees or other workers wearing uniforms or clothing displaying the council's name or logo should not be posted on social media if they could reflect negatively on the individual, their role, their colleagues, or the council. Additionally, photos, videos, or audio recordings must not be taken on council premises without explicit permission
- Comments posted by councillors, staff, and other authorised users on any sites should be knowledgeable, accurate and professional and should not compromise the council in any way.
- Inappropriate conversations with [residents and external stakeholders"] should not take place on any social networking sites, including forums.
- Any writing about or displaying photos or videos of internal activities that involves current councillors, staff, and other authorised persons, might be considered a breach of data protection and a breach of privacy and confidentiality. Therefore, their permission should be gained prior to uploading any such material. Details of any kind relating to any events, conversations, materials or documents that are meant to be private, confidential or internal to the council should not be posted. This may include manuals; procedures; training documents; non-public financial or operational information; personal information regarding other councillors, staff, and other authorised users anything to do with a disciplinary case, grievance, allegation of

bullying/harassment or discrimination, or legal issue; any other secret, confidential, or proprietary information or information that is subject to confidentiality agreements. This does not affect statutory requirements to publish information including under the Freedom of Information Act.

- Councillors, staff, and other authorised users must be aware that they are personally liable for anything that they write or present online (including on an online forum or blog, post, feed or website). Councillors should always be mindful of the Members Code of Conduct and Nolan Principles. Employees may be subject to disciplinary action for comments, content, or images that are defamatory, embarrassing, pornographic, proprietary, harassing, libellous, or that can create a hostile work environment. They may also be sued by other organisations, and any individual or council that views their comments, content, or images as defamatory, pornographic, proprietary, harassing, libellous or creating a hostile work environment. In addition, other councillors, staff, and other authorised users can raise grievances for alleged bullying and/or harassment.
- Postings to websites or anywhere on the internet and social media of any kind, or in any press or media of any kind, should not breach copyright or other law or disclose confidential information, defame or make derogatory comments about the council or staff, or disclose personal data or information about any individual that could breach data protection legislation.
- Contacts by the media relating to the council, should be referred to the Clerk or Communications Officer.
- Councillors, staff, and other authorised users who use sites such as LinkedIn and Facebook must ensure that the information on their profile is accurate and up to date and must update their profile on leaving the council.
- Councillors, staff, and other authorised users who use X.com, LinkedIn, or other social media/networking sites for council development purposes must ensure they provide the council with login details, including password(s), so that these sites can be accessed and updated in their absence.
- Councillors, staff, and other authorised users who have left the council must not post any inappropriate comments about the council or its councillors, staff, and other authorised users on LinkedIn, Facebook, X.com or any other social media/networking sites.
- During your employment/ involvement with the council, you may create or obtain access to a variety of professional contacts and confidential information. This includes, but is not limited to, contacts made through professional networking platforms such as LinkedIn, where those contacts have been established or maintained in your capacity as a councillor, member of staff, or

another authorised user. All such contacts will be considered council property and may be subject to disclosure upon request.

9.1.6 Note that the council may, from time to time, monitor external postings on social media sites. Any employee who has a profile (for example on LinkedIn or Facebook) must not misrepresent themselves or their role with the council. Councillors, staff, and other authorised users are also advised that social media sites are not an appropriate place to air council concerns or complaints: these should be raised with the council or formally through the grievance procedure.

9.1.7 It is important to note that resident and external stakeholder contact details and information remain the property of the council. In addition, councillors, staff, and other authorised users leaving the council will be required to delete all council-related data including resident and external stakeholders contact details from any personal device/equipment.

Misuse

Misuse of IT systems and equipment is not in line with the council's standards of conduct and will be taken seriously. Any inappropriate or unauthorised use may lead to formal action, including disciplinary proceedings or, in serious cases, dismissal.

Guidance

Where there is text in [square brackets] this part may be updated or be deleted if not relevant. An alternative option may have been provided.

Important notice

This document was commissioned by the National Association of Local Councils (NALC) for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

Donyatt Parish Council

Procurement Policy

Introduction

The purpose of this policy is to provide guidance on the procedures which will be followed when purchasing goods and services. The policy aims to give effect to and comply with S135 of the Local Government Act 1972 and the Procurement Act 2023 & Procurement Regulations 2024.

Every contract shall comply with this Procurement Policy, the Council's adopted Standing Orders and Financial Regulations. These regulations cover, amongst other things: the number of quotations to be sought and the tendering procedure.

A contract is an agreement between the Council and an individual or organisation for the individual or organisation to provide works, goods or services (including the engagement of consultants) in exchange for payment by the Council. The following contracts are exempt from the requirements of these rules:

- contracts relating solely to disposal or acquisition of land
- employment contracts
- individual agency contracts for the provision of temporary staff
-

The Council strives to attain best value for the goods, materials and services that it purchases.

Best value is defined as a balance of price, quality of product and local supplier services. Before commencing a procurement, it is essential that the authorised person leading the procurement has identified the need and fully assessed the options for meeting those needs. The best use of purchasing power shall be sought by bulk purchases wherever possible.

Exceptions from any of the following provisions of these Contract Procurement Rules may be made under the direction of the Council, in consultation with the RFO, where they are satisfied that the exception is justified in special circumstances. Every exception and reason therefore shall be recorded by a resolution of Council.

The RFO and officers must be mindful of avoiding conflicts of interest when obtaining quotations and awarding tenders.

Quotations cannot be obtained by Members without prior approval of the RFO.

Purpose

Donyatt Parish Council's Procurement Policy has four main purposes:

1. To obtain best value in the way that the Council spends money, so that it may in turn offer better and more cost-effective services to the public.

2. To support the ability of the Council's officers to procure and manage goods, services and suppliers effectively, including informing all Council staff of the appropriate procedures and responsibilities.
3. To enable the Council to comply with legal obligations that govern the spending of public money.
4. To contribute to the Council's duty towards biodiversity and environmental aims.

Local contractors preferred

The Council recognises the benefits to the economy of using local businesses and will seek out local contractors and suppliers, wherever possible.

Competence of contractors and due diligence

The Council shall only enter into a contract with a supplier if it is satisfied as to the supplier's suitability, eligibility, financial standing and technical capacity to undertake the contract by carrying out appropriate due diligence.

All contractors and suppliers working on Council sites and/or projects will be required to comply with the Council's Health & Safety policy and any rules specific to the site of operation. Provision of suitable risk assessments and safe working method statements will be a condition of all such contracts. The Council requires all contractors working on Council sites and projects to maintain adequate insurance, including but not limited to Public Liability insurance for £10 million.

All procurement will be in accordance with the Council's Equality Diversity & Inclusion Policy and in line with legal obligations under the Equalities Act 2010 which makes it generally unlawful to discriminate on the grounds of colour, race, nationality, ethnic or national origins, sex or marital status, disability and on the grounds of age.

Equality and sustainability

The Council recognises the importance of sustainability and will take into account the environmental, social and economic impacts of its purchasing decisions.

The Council recognises its duty to protect biodiversity under Section 40 of the Natural Environment and Rural Communities (NERC) Act 2006. To meet this duty the Council will wherever possible purchase products that follow the Council's Biodiversity Policy.

The Council will encourage the purchase of locally sourced products and, where possible, ensure that products and materials originate from sustainable sources and accredited sustainable companies. In order to:

- minimise waste and maximise efficiency
- minimise travel
- minimise energy consumption
- promote greater use of new sustainable technologies
- keep material consumption to a minimum.

The Council will

- wherever possible, purchase goods that meet international Fairtrade standards (or similar).

- consider the whole life cost of products when selecting a supplier (Energy efficient products for example often have an increased capital cost that is more than offset over time by the reduced operational cost)
- never buy products that are harmful to the environment if a less damaging alternative is available (for example never use tropical hardwood that is not independently certified as being from a sustainable forest).
- always specify goods, products and materials that cause minimum damage to the environment including the impact of their manufacture, distribution, use & disposal.
- aim to promote sustainability within all its contract and tendering documentation and promote awareness amongst members and officers.
- continually review the purchasing of goods and services through contract specifications, with the intention of decreasing the Council's environmental impact and increasing its positive impacts on society, the local economy and producers.
- aim to draw the sustainable elements of its Procurement Policy to the attention of key suppliers and communicate it as widely as is practicable to the potential supply market.

Prompt payment of invoices

The Council understands the importance of paying suppliers promptly and will wherever possible settle accounts within a maximum of 30 days, or earlier, by agreement. In order to comply with current legislation all payments (apart from petty cash payments) are made by BACS transfer or Direct Debit.

Community engagement

Where relevant, the Council will consult with residents and service users to better understand what is needed, who will use it and what the essential requirements are for an item of capital expenditure.

Pre-approval of contractors

In respect of contracts that may be exempt from the Procurement Act 2023 the Council may require access to pre-approved contractors to supply routine services (or who can be called on to provide emergency services) including but not limited to:

- Electricians
- General builders
- Glaziers
- HR advice
- IT support
- Legal advice
- Locksmiths

- Plant hirers
- Play equipment repairers
- Plumbing and heating engineers
- Sextons
- Tree surgeons
- Vehicle and machinery service engineers

Best value

Normally the Council will accept the quotation, estimate or tender that provides best value for money. However, in accordance with Financial Regulations, the Council is not obliged to accept the lowest of any tender, quotation or estimate.

Purchases on account

The Council maintains monthly accounts with suppliers of regular purchases. All purchases on Council accounts may only be made by authorised Council officers who must be provided with a receipt. An official purchase order shall be issued for all work, goods and services above £500 excluding VAT unless a formal contract is to be prepared or an official order would be inappropriate. Limits will be set on each account on the maximum value of individual purchases and the overall balance on the account. Expenditure over these limits must be authorised in advance.

Specifications for tender process

Tendering processes ensure fair competition, achieve value for money and avoid anti-competitive behaviour. The tender process is detailed in Appendix 1 of the Council's adopted Financial Regulations.

Contracts

For contracts estimated to exceed £60,000 including VAT, the Clerk/RFO shall seek formal tenders from at least 3 suppliers agreed by Ash Parish Council.

For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation regarding the publication of invitations and notices.

For contracts greater than £3,000 excluding VAT the Clerk/ RFO shall seek at least 2 fixed-price quotes;

where the value is between £500 and £3,000 excluding VAT, the Clerk/RFO shall try to obtain 2 estimates (which might include evidence of online prices, or recent prices from regular suppliers).

For smaller purchases, the clerk shall seek to achieve value for money.

Individual purchases within an agreed budget for that type of expenditure may be authorised by:

- the Clerk, under delegated authority, for any items below £500 excluding VAT.
- the Clerk, in consultation with the Chair of the Council, for any items below £2,000 excluding VAT.
- {in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.}
- the council for all items over £5,000;

Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.

(*The Regulations require councils to use the Contracts Finder website if they advertise contract opportunities and also to publicise the award of contracts over £30,000 including VAT, regardless of whether they were advertised.)

Contract variations

Any necessary instructions to vary a contract shall be made in writing by the RFO or persons responsible for supervising the contract. Where a variation occurs during the currency of the contract that is material and cannot be met from within the original contract sum an immediate report shall be made to the Council who shall decide what further action is necessary.

Termination of contracts

Council reserves the right to terminate any contract immediately where a supplier commits a material breach of the agreement to deliver services, or fails to deliver agreed services, in the agreed timeframe without a plan to address the failings.

Compliance with other relevant legislation

In cases where any law, statutory instrument of Government regulation is found to be at variance with any section of this policy, then that shall be applied, and this document shall be amended accordingly.

Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.

- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order [insert reference of the council's relevant standing order] and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

Adopted by Full Council at their meeting held on Monday 02nd February 2026

Donyatt Parish Council

Procurement standard terms and conditions

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS OR SERVICES TO DONYATT PARISH COUNCIL

1. BACKGROUND:

- 1.1 The Council wishes to be supplied with the Goods and/or Services.
- 1.2 The Council has selected you to supply the Goods and/or Services and you undertake to supply the same on the terms set out below.

2. DEFINITIONS:

- 2.1 "Applicable law" means applicable law of the United Kingdom (or a part of the United Kingdom);
- 2.2 "Commencement Date" means the date specified in the Purchase Order;
- 2.3 "Contract" means the Contract between the Council and You consisting of these terms and conditions and related Purchase Order but excluding Your terms and conditions of sale or supply;
- 2.4 "Contract price" means the price exclusive of any applicable Tax, payable to You by the Council as set out in the Purchase Order;
- 2.5 "Controller"; "Data Subject"; "International Organisation"; "Personal Data"; "Personal Data Breach"; "Processing"; and variations; "Processor" shall have the meanings given in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly); 2.6 "Council" means Donyatt Parish Council;
- 2.7 "Data Protection Laws" means all applicable law relating to the Processing, privacy and/or use of Personal Data, as applicable to either party or the Services; including (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and (d) any laws which implement or supplement any such laws;
- 2.8 "Data Protection Supervisory Authority" means any regulator, authority or body responsible for administering Data Protection Laws;
- 2.9 "Force Majeure Event" means any cause materially affecting the performance of the Services under the Contract arising from any act, events, omissions, happenings or non-happenings beyond the Parties reasonable control including, without limitation, acts of God, war, riot, fire, flood or any disaster affecting either of the Parties but will not mean any labour dispute between You and Your employees, agents or sub-contractors;
- 2.10 "Goods" means the goods to be supplied by You and specified in the Purchase Order;
- 2.11 "Prohibited Act" means:
 - (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Council; or

- (ii) for showing favour or disfavour to any person in relation to this Contract or any other contract with the Council;
- (b) committing any offence:
 - (i) under the Prevention of Corruption Acts 1889-1916;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Council; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud the Council;

2.12 "Processing End Date" means, in respect of any Protected Data, the earlier of (a) the end of the provision of the relevant Services related to the processing of such Protected Data; or (b) once processing by You of such Protected Data is no longer required for the purposes of Your performance or Your relevant obligations under this Contract;

2.13 "Protected Data" means Personal Data (as described in the Schedule) received from or on behalf of the Council, or otherwise obtained in connection with the performance of Your obligations under the Contract;

2.14 "Purchase Order" means the purchase order used by the Council to place an Order for supplies of Goods and/or Services;

2.15 "Services" means the services to be provided by You as identified in the Purchase Order;

2.16 "Staff" means all Your directors, officers, employees, agents, consultants and or those of any sub-contractor You engage in the performance of Your obligations under the Contract;

2.17 "Sub-Processor" means any Processor engaged by You (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data;

2.18 "UK GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

2.19 "Working Day" means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London;

2.20 "You" and variations including "Your" means the party supplying the Council with the Goods and/or Services.

3. DURATION

The Contract and the rights and obligations of the Parties shall take effect on the Contract commencement Date and shall continue until the expiry of the Contract Term or earlier termination of the Contract.

4. CONTRACT FOR GOODS

4.1 SPECIFICATION

(a) All goods shall be of the quality or kind mentioned in the Purchase Order but otherwise the goods shall be in accordance with any specification of the British Standards Institute, or EU equivalent, which relates to the goods and is current at the date of the quotation or tender. The goods shall comply with the requirements of any statute or subordinate legislation in force at the time of the delivery of the goods to the Council.

(b) You shall indemnify the Council against all loss, damage, costs and expenses for which

the Council is or becomes liable as a result of any infringement or alleged infringement by You of any third party's rights.

4.2 NOTICES

Any notice, request, demand, consent or approval given under or in connection with this Contract must be given in writing. Any such notice, request, demand, consent or approval shall be sent to the registered office or principal business address of either party and, if sent by post, shall be deemed to have been received on the second working day following the date of posting.

4.3 QUALITY ASSURANCE

- (a) You shall give the Council access at all reasonable times to Your premises and allow them to inspect his quality systems and production methods and, if requested, to inspect, examine and test the Goods both during and after their manufacture and the materials being used in the manufacture.
- (b) Any costs incurred by You in arranging compliance with the quality standards required by the Council shall be borne by You.

4.4 REJECTION AND REPLACEMENT

- (a) Without prejudice to or limitation of its statutory rights the Council may within the Warranty Period, notwithstanding the use or continued use by the Council of the Goods after the right to reject them has arisen, reject by notice in writing (without liability to the Council) any Goods which, in the opinion of the Council are not of satisfactory quality and/or fit for purpose and/or not in accordance with the Purchase Order.
- (b) Without prejudice to the Council's other rights and remedies, You shall in any event indemnify the Council against all costs and expenses incurred by the Council as a result of Your original supply of the rejected goods.
- (c) You shall remove rejected Goods within 14 days of the date of the Council's notice of rejection, failing which the Council may (as it sole option) deliver them to You, in either case at Your cost and risk.
- (d) Where such rejected Goods form part of a series of consignments, nothing in this Condition shall prevent the Council from accepting subsequent consignments if the Goods contained within such subsequent consignments are acceptable to the Council.

4.5 WARRANTY

Without prejudice to the Council's other rights and remedies, if during the Warranty Period, any defect occurs in any of the Goods due to the material, workmanship or design of the Goods not being in accordance with the Purchase Order or the Specification or any applicable statutory or regulatory standards, You shall as soon as practicable and in any event within a reasonable time as stipulated by the Council replace or repair such defective Goods at this own expense. Goods replaced or repaired under this Condition shall be subject to a fresh Warranty commencing on the actual date of delivery of the repaired or replaced Goods and continuing for the Warranty Period.

4.6 TITLE AND RISK

- (a) Title in the Goods will pass to the Council upon payment to You, save where payment (either in whole or in part) is made for the Goods prior to their delivery to the Council, or where the Council has supplied materials to be incorporated in the Goods, in which cases Condition 4.7b) shall apply.
- (b) Where under Condition 4.7a) this Condition 4.7b) (without prejudice to the Council's rights) title to the Goods shall vest in the Council from the commencement of their manufacture, and title to all materials and other items which You shall acquire or allocate for incorporation in any of the Goods shall vest in the Council from the time they are so acquired or allocated.
- (c) The Goods shall be at Your risk until they are delivered to the Council notwithstanding that payment may have already been made and title passed to the Council, and You shall be responsible for any loss or damage and for arranging and paying for their storage, handling and insurance; the insurance shall be endorsed in the name of and protect the interests of the Council on an all risks basis and shall provide cover for loss or damage in transit.

5. CONTRACT FOR SERVICES

5.1 THE SERVICE STANDARD

You will at all times throughout the duration of this Contract:

- (a) Provide the Services for the period specified in the Purchase Order in accordance with the Council's requirements as set out in the Purchase Order.
- (b) Comply with the terms of this Contract.
- (c) Exercise and continue to exercise the degree of skill, care and diligence reasonably to be expected of a skilled and competent provider of such services.
- (d) Carry out all reasonable directions of the Council's representative.
- (e) Use its reasonable endeavours to secure and achieve continuous improvement in the delivery of the Services during the Contract Term.
- (f) Notify the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Services.

6. PRICE AND PAYMENT

6.1 Donyatt Parish Council has committed to the UK Governments Transparency agenda (2010) by ensuring that ALL its expenditure over £500 along with a contract overview is made publicly available via the Councils website. Suppliers should be aware that the information published on a monthly/ quarterly basis includes the Suppliers Name, £ spend value, spend classification, contract start/ finish dates, total contract value. Commercially sensitive contract details/ price structures will not be published.

6.2 In consideration of the performance of Your obligation under the contract, the Council shall pay the price in accordance with the Contract.

6.3 The Council shall pay You the undisputed sums due in cleared funds within thirty (30) days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the reasonable satisfaction of the Council.

6.4 The Council may reduce payment in respect of any goods which You have either failed

to provide or have provided inadequate goods.

6.5 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuations in rates of exchange or otherwise) without the prior written consent of the Council.

6.6 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against You and shall not constitute any admission by the Council as to Your performance of Your obligation hereunder.

7. INTELLECTUAL PROPERTY

7.1 Any specification supplied by the Council to You or specifically produced by You for the Council, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Purchase Order, shall be the exclusive property of the Council.

7.2 All designs, drawing, specifications and information supplied by Council in connection with the Contract are confidential, and their use must be strictly confined to Your own works for the purposes of the Contract. All such designs, drawings, specifications and information and all copies thereof must be returned to the Council on completion of the Contract.

7.3 You shall indemnify the Council against all actions, claims and demands, costs charges and expenses awarded against or incurred by the Council as a result of or in connection with any claim that the Goods or their use or resale infringes the patent, registered design, trademark, copyright or other intellectual property rights of any other person except to the extent that the claim arises from compliance with the Purchase Order.

8. STATUTORY RIGHTS

8.1 A party who is not a party to this Contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Contract expressly provides otherwise.

8.2 Without prejudice to or limitation of the Council's other rights, if You do not fulfil Your responsibilities and obligations under the Purchase Order You shall indemnify the Council against all costs for which the Council becomes liable and for which it would not otherwise be liable.

9. DATA PROTECTION

9.1 APPLICATION

- (a) This clause 9 applies if You are processing Personal Data on behalf of the Council.
- (b) You shall, comply with any notification requirements under the Data Protection Laws and both Parties shall duly observe all their obligations under the Data Protection Laws which arise in connection with the Contract.

9.2 CONFLICT

- (a) Unless otherwise expressly stated in this Contract:
 - (i) Your obligations and the Council's rights and remedies under this clause 9 are

cumulative with, and additional to, one another and those under any other provisions of this Contract; and

(ii) this clause 9 shall prevail over any other provision of this Contract in the event of any conflict.

9.3 COMPLIANCE WITH DATA PROTECTION LAWS

(a) The Parties agree that the Council is a Controller and that You are a Processor for the purposes of processing Protected Data pursuant to this Contract. You shall, and shall ensure the Sub-Processors and each of Your Staff shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services. Nothing in this Contract relieves You of any responsibilities or liabilities under Data Protection Laws.

(b) You shall indemnify and keep indemnified the Council against:

(i) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by You of Your obligations under this clause 9; and

(ii) all amounts paid or payable by the Council to a third party which would not have been paid or payable if Your breach of this clause 9 had not occurred.

9.4 INSTRUCTIONS

You shall only process (and shall ensure the Staff only process) the Protected Data in accordance with the Schedule, this Contract and the Council's written instructions from time to time (including with regard to any transfer to which clause 9.8 relates) except where otherwise required by applicable law (and in such a case shall inform the Council of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). You shall immediately inform the Council if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law. You shall retain records of all instructions relating to the Protected Data received from the Council.

9.5 SECURITY

(a) You shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Part B of the Schedule and shall reflect the nature of the Protected Data.

(b) You may not make any change to the security measures You apply to the Protected Data to the extent any such change would conflict with the provisions of this Contract.

9.6 SUB-PROCESSING AND STAFF

You shall:

- (a) not permit any processing of Protected Data by any agent, sub-contractor, Sub-Processor or other third party (except Your own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that third party by the Council that takes effect by way of a binding variation to this Contract and only then subject to such conditions as the Council may require;
- (b) ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services;
- (c) prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint the relevant Sub-Processor under a binding written contract containing the same obligations as under this clause 9 in respect of Protected Data and that (without prejudice to, or limitation of, the foregoing):
 - (i) includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and
 - (ii) is enforceable by You,and ensure each such Sub-Processor is at all times subject to a binding written contract which complies with such terms and that each Sub-Processor complies with all such obligations;
- (d) remain fully liable to the Council under this Contract for all the acts and omissions of each Sub-Processor and each of Your Staff as if they were its own; and
- (e) ensure that all persons authorised by You or any Sub-Processor to process Protected Data are reliable and:
 - (i) adequately trained on compliance with this clause 9 as applicable to the processing;
 - (ii) informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
 - (iii) subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
- (f) promptly provide all relevant details concerning, and a copy of, each Contract with a Sub-Processor to the Council on request.

9.7 ASSISTANCE

You shall (at Your own cost and expense) promptly:

- (a) provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Council may require in relation to the fulfilment of the Council's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the UK GDPR (and any similar obligations under applicable Data Protection Laws); and
- (b) provide such information, co-operation and other assistance to the Council as the Council reasonably requires (taking into account the nature of processing and the information available to You) to ensure compliance with the Council's obligations under Data Protection Laws, including with respect to:
 - (i) security of processing (including with any review of security measures);
 - (ii) data protection impact assessments (as such term is defined in Data Protection Laws);
 - (iii) prior consultation with a Data Protection Supervisory Authority regarding high risk

processing; and

(iv) any remedial action and/or notifications in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Contract, including (subject in each case to the Council's prior written authorisation) regarding any notification of the Personal Data Breach to Supervisory Authorities and/or communication to any affected Data Subjects;

(c) You shall (at no cost or expense to the Council) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Council which relate (or which may relate) to any Protected Data promptly (and in any event within 3 days of receipt) and shall not respond to any without the Council's express written approval and strictly in accordance with the Council's instructions unless and to the extent required by applicable law.

9.8 INTERNATIONAL TRANSFERS

You shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Council (which may be refused or granted subject to such conditions as the Council deems necessary).

9.9 RECORDS AND AUDIT

You shall (and shall ensure all Sub-Processors shall) promptly make available to the Council (at Your cost and expense) such information as is reasonably required to demonstrate Your and the Council's compliance with their respective obligations under this clause 9 and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Council (or another auditor mandated by the Council) for this purpose at the Council's request from time to time. You shall provide (or procure) access to all relevant premises, systems, Staff and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than 2 Working Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

9.10 BREACH

You shall promptly (and in any event within 24 hours):

(a) notify the Council if You (or any of the Sub-Processors or Your Staff) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and

(b) provide all information as the Council requires to report the circumstances referred to in clause 9.10 to a Data Protection Supervisory Authority and to notify affected Data Subjects under the Data Protection Laws.

9.11 DELETION/ RETURN

(a) Subject to clause 9.11 (b) You shall (and shall ensure that each of the Sub-Processors and the Staff shall) within not less than 2 Working Days and not more than 4 Working Days of the relevant Processing End Date securely delete the Protected Data (and all copies)

except to the extent that storage of any such data is required by applicable law (and, if so, You shall inform the Council of any such requirement and shall securely delete such data as soon as it is permitted to do so under applicable law).

(b) You shall (and shall ensure that each of the Sub-Processors and Staff shall) promptly comply (in a secure manner) with any requests from time to time from the Council for the return or disclosure to the Council of any Protected Data in such form and by such manner as the Council reasonably requests, provided such request is received within 2 Working Days of the relevant Processing End Date.

9.12 SURVIVAL

This clause 9 shall survive termination or expiry of this Contract for any reason.

9.13 COST

You shall perform all Your obligations under this clause 9 at no cost or expense to the Council.

9.14 RIGHTS OF DATA SUBJECTS

Nothing in this Contract affects the rights of Data Subjects under the Data Protection Laws (including those in Articles 79 and 82 of the UK GDPR or in any similar Data Protection Laws) against the Council, You or any Sub-Processor.

10. FREEDOM OF INFORMATION

10.1 You recognise the Council's current and future obligations under the Freedom of Information Act 2000 and any codes of practice issued by the Government and the appropriate enforcement Agencies. You will comply with this legislation in so far as it places obligations upon the Council in the performance of its obligations under any contractual arrangement entered into. You will provide such assistance and support which may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with the legislation.

10.2 In the event of a request made on the Council for access to information under the FOIA or any notice, recommendation or complaint made to the Council in relation to the FOIA, You will provide to the Council in relation to an access request, any details in respect of the information as the Council may request and a copy of the relevant information where the Council requests such copy; and in relation to any notice, recommendation or complaint, any background details, supporting documentation and copy information which the Council may request in order to deal with such notice, recommendation or complaint within 5 Working Days of the date of the request from the Council.

10.3 You acknowledge that the Council is obliged under the FOIA to disclose information, including information relating to its appointment under this Contract, to third Parties, subject to certain exemptions. You further accept and acknowledge that the decision to disclose information and the application of any such exemptions under the FOIA will be at the Council's sole discretion PROVIDED THAT the Council shall act reasonably and proportionately in exercising its obligations under the FOIA as to whether any exemptions

under section 43 of the FOIA may apply to protect Your legitimate commercial and trade secrets.

11. CONFIDENTIALITY

11.1 Subject to Clause 9 (Data Protection) and Clause 10 (Freedom of Information) You shall not, without the prior written consent of the Council, during or after the termination or expiry of this Contract disclose, directly or indirectly, to any person any information relating to the contract or the Council any information of whatever nature which is not in the public domain. Your obligations under this Condition shall survive the expiry or termination of the Contract for whatever reason.

12. DEFAULT

12.1 The goods may be rejected by the Council if they are not supplied and delivered by You when and as ordered by the Council, or, if the goods are not of the sort or quality contracted for, or if the goods are deficient in the quality or number charged for or stated in the delivery or advice note accompanying or preceding the goods. In such matter the decision of the Council shall be conclusive as against You. In every such case the Council may, without prejudice to any other remedy for breach of contract, employ any other person to supply the Council with the goods on such terms and conditions as the Council thinks fit for the remainder of the term of the Contract or any part thereof. In such cases it is hereby agreed that You shall pay the Council or the Council may deduct from any sum due or that may become due to You under the Contract or otherwise, all additional costs, charges or expenses incurred by the Council arising from Your default.

13. TERMINATION OF CONTRACT

13.1 The Council may terminate the Contract with immediate effect by notice in writing to You on or at any time after the occurrence of any of the following events:

- (a) the passing of a resolution for Your winding up or the making by a court of competent jurisdiction of an order for the winding up of You or Your dissolution;
- (b) the making of an administration order in relation to You or the appointment of a receiver or administrative receiver over, or the taking of possession or sale by an encumbrancer of a material part of Your assets;
- (c) the making of an arrangement or composition with Your creditors generally or making an application to a court of competent jurisdiction for protection from Your creditors generally;
- (d) You commit any Prohibited Act;
- (e) a breach of Your obligations to take out and maintain required insurances;
- (f) a material and substantial breach of any of Your obligations under this Contract.

13.2 In the event of the Council having the right to terminate under clauses 13.1 a), b) or c), the Council may, at its sole discretion, give the receiver, liquidator or other person (as appropriate) the option of carrying out the Contract subject to a guarantee acceptable to the Council being provided for the due and faithful performance of the Contract.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 You shall not assign, transfer sublet or sub contract the whole or any part of this contract without the prior written consent of the Council.

15. INDEMNITY AND INSURANCE

15.1 You shall indemnify and keep indemnified the Council against injury (including death) to any persons or loss of or damage to any property which may arise out of the act default or Your negligence, any sub-contractor or their respective employees or agents, and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto arising from the provision of the goods and/or Services.

15.2 You shall effect, with a reputable company, public and employer's liability and other insurances necessary to cover the risks contemplated by the Contract and shall at the request of the Council produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder. Public liability and Employers liability cover of at least £10 million shall be obtained, unless agreed otherwise with the Council. Where the Supply is a supply of consultancy services You shall maintain professional indemnity insurance during the Contract period and for 6 years afterwards to cover its liability to the Council under the Contract.

16. FORCE MAJEURE

16.1 Notwithstanding anything contained in these terms and conditions neither the Council nor You shall be liable for any loss damage or expense suffered or incurred by one party if by reason of a Force Majeure event or any restriction or prohibition imposed by the Government or any duly authorised authority which could not reasonably have been prevented or avoided by the Council or You as the case may be, either:

- (a) The Council is prevented from or delayed in accepting delivery of any goods or any part of a delivery or in paying for the same or any part of a delivery at the due time; or
- (b) You are prevented from or delayed in the supply of any goods ordered by the Council.

17. NO WAIVER

17.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract.

18. CORRUPT GIFTS AND FRAUD

18.1 As soon as either party becomes aware of or suspects the commission of any Prohibited Act in respect of the provision of the Services it will notify the other party.

18.2 In circumstances where a person employed by You is reasonably suspected of having committed a Prohibited Act You will provide to the Council such information as is reasonable to satisfy the Council that appropriate action has been taken to safeguard the Service Users or the Council.

19. ACCRUED RIGHTS AND REMEDIES

19.1 The termination of the Contract will not prejudice or affect any claim, right, action or remedy that will have accrued or will thereafter accrue to either party.

20. RIGHTS AND DUTIES RESERVED

20.1 All rights, duties and powers which the Council has as a local Council or which the Council's officers have as local Council officers are expressly reserved.

21. SURVIVAL OF TERMS

21.1 The terms of the Contract will (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by You.

22. ANTI-SLAVERY

22.1 In performing Your obligations under the Contract You shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (c) ensure that each of Your sub-contractors and suppliers shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

22.2 You represent and warrant that neither You nor any of Your officers, employees or other persons associated with You:

- (a) have been convicted of any offence involving slavery and human trafficking; and
- (b) having made reasonable enquiries, so far as You are aware, have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

22.3 You shall implement due diligence procedures for Your sub-contractors, and suppliers and other participants in Your supply chains, to ensure that there is no slavery or human trafficking in Your supply chains.

22.4 You shall notify the Council as soon as You become aware of:

- (a) any breach, or potential breach, of the applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

22.5 The Council may terminate the Contract with immediate effect by giving written notice to You if You or any of Your supply chain commits a breach of the applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.

23. LAW

23.1 This Contract shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

24. ENTIRE CONTRACT

24.1 This Contract is the entire Contract between the Parties and supersedes all representations, communications and prior Contracts between the Parties in that regard. Each party acknowledges that it has entered into this Contract in reliance only on the representations, warranties, promises and terms contained or expressly referred to in this Contract and, save as expressly set out in these terms and conditions, neither Party shall have any liability in respect of any other representation, warranty or promise unless it was made fraudulently.

SCHEDULE

PART A: DATA PROCESSING DETAILS

Processing of the Protected Data by You under this Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Part A.

1. Subject-matter of processing: For the performance of the Services.
2. Duration of the processing: Processing shall take place until the Processing End Date.
3. Nature and purpose of the processing: All operations on the Protected Data as may be required for the performance of the Services only including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, erasure, destruction or other use.
4. Type of Personal Data: Name, address, date of birth, telephone number, email address or other Personal Data as may be processed in the performance of the Services.
5. Categories of Data Subjects: Council tenants, residents, members of the public, employees (including volunteers, agents, and temporary workers) or other categories of Data Subjects as may be required for the performance of the Services.

PART B: MINIMUM TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

1. Without prejudice to its other obligations, the You shall implement and maintain at least the following technical and organisational security measures to protect the Protected Data:
 - 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, You shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.
 - 1.2 Without prejudice to Your other obligations, including as appropriate:
 - (a) encryption of data in transit by using suitable encryption solutions such as using https;

- (b) encryption of data at rest on all devices, including portable devices, using suitable encryption solutions;
- (c) only accessing data remotely using secure networks;
- (d) use of multi-factor authentication for internet facing systems;
- (e) timely decommissioning and secure wiping (that renders data unrecoverable) of old software and hardware;
- (f) secure disposal of hard copy documents;
- (g) completing regular software updates to all hardware and software;
- (h) real-time protection anti-virus and anti-malware software and web filtering on all systems;
- (i) firewalls and intrusion detection and prevention systems at the network edge;
- (j) the use of user access control management, including username and password restrictions, and audit logs;
- (k) enforcing unique passwords of sufficient complexity and regular expiry on all devices;
- (l) the use of data backup and disaster recovery measures and procedures;
- (m) procedures to ensure modifications to any systems, software or hardware are managed to ensure the ongoing confidentiality, integrity, availability of all data;
- (n) implementation of relevant policies covering Information Security, Data Protection, Bring Your Own Device, Acceptable Use and Clear Desk;
- (o) regular training of all Staff on confidentiality, data processing obligations, identification of Personal Data Breaches and risks;
- (p) suitable physical controls in place to protect data, networks and premises such as physical security on premises including reception or front desk, security passes, storage of documents in secure cabinets, secure disposal of materials, CCTV;
- (q) annual testing to assess and evaluate the effectiveness of the security measures set out in this paragraph 1.2 of this Part B.



Local Government Association

Model Councillor Code of Conduct 2020

Joint statement

The role of councillor across all tiers of local government is a vital part of our country's system of democracy. It is important that as councillors we can be held accountable and all adopt the behaviors and responsibilities associated with the role. Our conduct as an individual councillor affects the reputation of all councillors. We want the role of councillor to be one that people aspire to. We also want individuals from a range of backgrounds and circumstances to be putting themselves forward to become councillors.

As councillors, we represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent our local area, taking decisions fairly, openly, and transparently. We have both an individual and collective responsibility to meet these expectations by maintaining high standards and demonstrating good conduct, and by challenging behaviour which falls below expectations.

Importantly, we should be able to undertake our role as a councillor without being intimidated, abused, bullied, or threatened by anyone, including the general public.

This Code has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.

Introduction

The Local Government Association (LGA) has developed this Model Councillor Code of Conduct, in association with key partners and after extensive consultation with the sector, as part of its work on supporting all tiers of local government to continue to aspire to high standards of leadership and performance. It is a template for councils to adopt in whole and/or with local amendments.

All councils are required to have a local Councillor Code of Conduct.

The LGA will undertake an annual review of this Code to ensure it continues to be fit-for-purpose, incorporating advances in technology, social media and changes in legislation. The LGA can also offer support, training and mediation to councils and councillors on the application of the Code and the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to town and parish councils.

Definitions

For the purposes of this Code of Conduct, a “councillor” means a member or co-opted member of a local authority or a directly elected mayor. A “co-opted member” is defined in the Localism Act 2011 Section 27(4) as “a person who is not a member of the authority but who

- a) is a member of any committee or sub-committee of the authority, or;
- b) is a member of, and represents the authority on, any joint committee or joint sub-committee of the authority;

and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee”.

For the purposes of this Code of Conduct, “local authority” includes county councils, district councils, London borough councils, parish councils, town councils, fire and rescue authorities, police authorities, joint authorities, economic prosperity boards, combined authorities and National Park authorities.

Purpose of the Code of Conduct

The purpose of this Code of Conduct is to assist you, as a councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow councillors, local authority officers and the reputation of local government. It sets out general principles of conduct expected of all councillors and your specific obligations in relation to standards of conduct. The LGA encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of councillor and local government.

General principles of councillor conduct

Everyone in public office at all levels; all who serve the public or deliver public services, including ministers, civil servants, councillors and local authority officers; should uphold the [Seven Principles of Public Life](#), also known as the Nolan Principles.

Building on these principles, the following general principles have been developed specifically for the role of councillor.

In accordance with the public trust placed in me, on all occasions:

- I act with integrity and honesty
- I act lawfully
- I treat all persons fairly and with respect; and
- I lead by example and act in a way that secures public confidence in the role of councillor.

In undertaking my role:

- I impartially exercise my responsibilities in the interests of the local community
- I do not improperly seek to confer an advantage, or disadvantage, on any person
- I avoid conflicts of interest
- I exercise reasonable care and diligence; and
- I ensure that public resources are used prudently in accordance with my local authority's requirements and in the public interest.

Application of the Code of Conduct

This Code of Conduct applies to you as soon as you sign your declaration of acceptance of the office of councillor or attend your first meeting as a co-opted member and continues to apply to you until you cease to be a councillor.

This Code of Conduct applies to you when you are acting in your capacity as a councillor which may include when:

- you misuse your position as a councillor
- Your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor;

The Code applies to all forms of communication and interaction, including:

- at face-to-face meetings
- at online or telephone meetings
- in written communication
- in verbal communication
- in non-verbal communication
- in electronic and social media communication, posts, statements and comments.

You are also expected to uphold high standards of conduct and show leadership at all times when acting as a councillor.

Your Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from your Monitoring Officer on any matters that may relate to the Code of Conduct. Town and parish councillors are encouraged to seek advice from their Clerk, who may refer matters to the Monitoring

Officer.

Standards of councillor conduct

This section sets out your obligations, which are the minimum standards of conduct required of you as a councillor. Should your conduct fall short of these standards, a complaint may be made against you, which may result in action being taken.

Guidance is included to help explain the reasons for the obligations and how they should be followed.

General Conduct

1. Respect

As a councillor:

1.1 I treat other councillors and members of the public with respect.

1.2 I treat local authority employees, employees and representatives of partner organisations and those volunteering for the local authority with respect and respect the role they play.

Respect means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a councillor, you can express, challenge, criticise and disagree with views, ideas, opinions and policies in a robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening you are entitled to stop any conversation or interaction in person or online and report them to the local authority, the relevant social media provider or the police. This also applies to fellow councillors, where action could then be taken under the Councillor Code of Conduct, and local authority employees, where concerns should be raised in line with the local authority's councillor-officer protocol.

2. Bullying, harassment and discrimination

As a councillor:

2.1 I do not bully any person.

2.2 I do not harass any person.

2.3 I promote equalities and do not discriminate unlawfully against any person.

The Advisory, Conciliation and Arbitration Service (ACAS) characterises bullying as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. Bullying might be a regular pattern of behaviour or a one-off incident, happen face-to-face, on social media, in emails or phone calls, happen in the workplace or at work social events and may not always be obvious or noticed by others.

The Protection from Harassment Act 1997 defines harassment as conduct that causes alarm or distress or puts people in fear of violence and must involve such conduct on at least two occasions. It can include repeated attempts to impose unwanted communications and

contact upon a person in a manner that could be expected to cause distress or fear in any reasonable person.

Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The Equality Act 2010 places specific duties on local authorities. Councillors have a central role to play in ensuring that equality issues are integral to the local authority's performance and strategic aims, and that there is a strong vision and public commitment to equality across public services.

3. Impartiality of officers of the council

As a councillor:

3.1 I do not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, the local authority.

Officers work for the local authority as a whole and must be politically neutral (unless they are political assistants). They should not be coerced or persuaded to act in a way that would undermine their neutrality. You can question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written. However, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

4. Confidentiality and access to information

As a councillor:

4.1 I do not disclose information:

- a. given to me in confidence by anyone**
- b. acquired by me which I believe, or ought reasonably to be aware, is of a confidential nature, unless**
 - i. I have received the consent of a person authorised to give it;**
 - ii. I am required by law to do so;**
 - iii. the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or**
 - iv. the disclosure is:**
 - 1. reasonable and in the public interest; and**
 - 2. made in good faith and in compliance with the reasonable requirements of the local authority; and**
 - 3. I have consulted the Monitoring Officer prior to its release.**

4.2 I do not improperly use knowledge gained solely as a result of my role as a councillor for the advancement of myself, my friends, my family members, my employer or my business interests.

4.3 I do not prevent anyone from getting information that they are entitled to by law.

Local authorities must work openly and transparently, and their proceedings and printed materials are open to the public, except in certain legally defined circumstances. You should work on this basis, but there will be times when it is required by law that discussions, documents and other information relating to or held by the local authority must be treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

5. Disrepute

As a councillor:

5.1 I do not bring my role or local authority into disrepute.

As a Councillor, you are trusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. You should be aware that your actions might have an adverse impact on you, other councillors and/or your local authority and may lower the public's confidence in you or your local authority's ability to discharge your/its functions. For example, behaviour that is considered dishonest and/or deceitful can bring your local authority into disrepute.

You are able to hold the local authority and fellow councillors to account and are able to constructively challenge and express concern about decisions and processes undertaken by the council whilst continuing to adhere to other aspects of this Code of Conduct.

6. Use of position

As a councillor:

6.1 I do not use, or attempt to use, my position improperly to the advantage or disadvantage of myself or anyone else.

Your position as a member of the local authority provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others' private interests or to disadvantage anyone unfairly.

7. Use of local authority resources and facilities

As a councillor:

7.1 I do not misuse council resources.

7.2 I will, when using the resources of the local authority or authorising their use by others:

- a. act in accordance with the local authority's requirements; and**
- b. ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the local authority or of the office to which I have been elected or appointed.**

You may be provided with resources and facilities by the local authority to assist you in carrying out your duties as a councillor.

Examples include:

- office support
- stationery
- equipment such as phones, and computers
- transport

- access and use of local authority buildings and rooms.

These are given to you to help you carry out your role as a councillor more effectively and are not to be used for business or personal gain. They should be used in accordance with the purpose for which they have been provided and the local authority's own policies regarding their use.

8. Complying with the Code of Conduct

As a Councillor:

8.1 I undertake Code of Conduct training provided by my local authority.

8.2 I cooperate with any Code of Conduct investigation and/or determination.

8.3 I do not intimidate or attempt to intimidate any person who is likely to be involved with the administration of any investigation or proceedings.

8.4 I comply with any sanction imposed on me following a finding that I have breached the Code of Conduct.

It is extremely important for you as a councillor to demonstrate high standards, for you to have your actions open to scrutiny and for you not to undermine public trust in the local authority or its governance. If you do not understand or are concerned about the local authority's processes in handling a complaint you should raise this with your Monitoring Officer.

Protecting your reputation and the reputation of the local authority

9. Interests

As a councillor:

9.1 I register and disclose my interests.

Section 29 of the Localism Act 2011 requires the Monitoring Officer to establish and maintain a register of interests of members of the authority .

You need to register your interests so that the public, local authority employees and fellow councillors know which of your interests might give rise to a conflict of interest. The register is a public document that can be consulted when (or before) an issue arises. The register also protects you by allowing you to demonstrate openness and a willingness to be held accountable. You are personally responsible for deciding whether or not you should disclose an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise. It is also important that the public know about any interest that might have to be disclosed by you or other councillors when making or taking part in decisions, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained.

You should note that failure to register or disclose a disclosable pecuniary interest as set out in **Table 1**, is a criminal offence under the Localism Act 2011.

Appendix B sets out the detailed provisions on registering and disclosing interests. If in doubt, you should always seek advice from your Monitoring Officer.

10. Gifts and hospitality

As a councillor:

- 10.1 I do not accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence on my part to show favour from persons seeking to acquire, develop or do business with the local authority or from persons who may apply to the local authority for any permission, licence or other significant advantage.**

- 10.2 I register with the Monitoring Officer any gift or hospitality with an estimated value of at least £50 within 28 days of its receipt.**

- 10.3 I register with the Monitoring Officer any significant gift or hospitality that I have been offered but have refused to accept.**

In order to protect your position and the reputation of the local authority, you should exercise caution in accepting any gifts or hospitality which are (or which you reasonably believe to be) offered to you because you are a councillor. The presumption should always be not to accept significant gifts or hospitality. However, there may be times when such a refusal may be difficult if it is seen as rudeness in which case you could accept it but must ensure it is publicly registered. However, you do not need to register gifts and hospitality which are not related to your role as a councillor, such as Christmas gifts from your friends and family. It is also important to note that it is appropriate to accept normal expenses and hospitality associated with your duties as a councillor. If you are unsure, do contact your Monitoring Officer for guidance.

Appendices

Appendix A – The Seven Principles of Public Life

The principles are:

Selflessness

Holders of public office should act solely in terms of the public interest.

Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must disclose and resolve any interests and relationships.

Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

Honesty

Holders of public office should be truthful.

Leadership

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

Appendix B Registering interests

Within 28 days of becoming a member or your re-election or re-appointment to office you must register with the Monitoring Officer the interests which fall within the categories set out in **Table 1 (Disclosable Pecuniary Interests)** which are as described in "The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012". You should also register details of your other personal interests which fall within the categories set out in **Table 2 (Other Registerable Interests)**.

"Disclosable Pecuniary Interest" means an interest of yourself, or of your partner if you are aware of your partner's interest, within the descriptions set out in Table 1 below.

"Partner" means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

1. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify the Monitoring Officer.
2. A 'sensitive interest' is as an interest which, if disclosed, could lead to the councillor, or a person connected with the councillor, being subject to violence or intimidation.
3. Where you have a 'sensitive interest' you must notify the Monitoring Officer with the reasons why you believe it is a sensitive interest. If the Monitoring Officer agrees they will withhold the interest from the public register.

Non participation in case of disclosable pecuniary interest

4. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in **Table 1**, you must disclose the interest, not participate in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.
5. [Where you have a disclosable pecuniary interest on a matter to be considered or is being considered by you as a Cabinet member in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it]

Disclosure of Other Registerable Interests

6. Where a matter arises at a meeting which **directly relates** to the financial interest or wellbeing of one of your Other Registerable Interests (as set out in **Table 2**), you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

Disclosure of Non-Registerable Interests

7. Where a matter arises at a meeting which **directly relates** to your financial interest or well-being (and is not a Disclosable Pecuniary Interest set out in Table 1) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.
8. Where a matter arises at a meeting which **affects** –
 - a. your own financial interest or well-being;
 - b. a financial interest or well-being of a relative or close associate; or
 - c. a financial interest or wellbeing of a body included under Other Registerable Interests as set out in **Table 2**

you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied

9. Where a matter (referred to in paragraph 8 above) **affects** the financial interest or well-being:
 - a. to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
 - b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

10. [Where you have an Other Registerable Interest or Non-Registerable Interest on a matter to be considered or is being considered by you as a Cabinet member in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it]

Table 1: Disclosable Pecuniary Interests

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the [Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012](#).

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a councillor, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the

	<p>councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council —</p> <p>(a) under which goods or services are to be provided or works are to be executed; and</p> <p>(b) which has not been fully discharged.</p>
Land and Property	<p>Any beneficial interest in land which is within the area of the council.</p> <p>‘Land’ excludes an easement, servitude, interest or right in or over land which does not give the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income.</p>
Licenses	<p>Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer</p>
Corporate tenancies	<p>Any tenancy where (to the councillor’s knowledge)—</p> <p>(a) the landlord is the council; and</p> <p>(b) the tenant is a body that the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.</p>
Securities	<p>Any beneficial interest in securities* of a body where—</p> <p>(a) that body (to the councillor’s knowledge) has a place of business or land in the area of the council; and</p> <p>(b) either—</p> <p>(i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were</p>

	spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.
--	--

* 'director' includes a member of the committee of management of an industrial and provident society.

* 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Table 2: Other Registrable Interests

You must register as an Other Registrable Interest :

- a) any unpaid directorships
- b) any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority
- c) any body
 - (i) exercising functions of a public nature
 - (ii) directed to charitable purposes or
 - (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union)

of which you are a member or in a position of general control or management

Appendix C – the Committee on Standards in Public Life

The LGA has undertaken this review whilst the Government continues to consider the recommendations made by the Committee on Standards in Public Life in their report on [Local Government Ethical Standards](#). If the Government chooses to implement any of the recommendations, this could require a change to this Code.

The recommendations cover:

- Recommendations for changes to the Localism Act 2011 to clarify in law when the Code of Conduct applies
- The introduction of sanctions
- An appeals process through the Local Government Ombudsman
- Changes to the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012
- Updates to the Local Government Transparency Code
- Changes to the role and responsibilities of the Independent Person
- That the criminal offences in the Localism Act 2011 relating to Disclosable Pecuniary Interests should be abolished

The Local Government Ethical Standards report also includes Best Practice recommendations. These are:

Best practice 1: Local authorities should include prohibitions on bullying and harassment in codes of conduct. These should include a definition of bullying and harassment, supplemented with a list of examples of the sort of behaviour covered by such a definition.

Best practice 2: Councils should include provisions in their code of conduct requiring councillors to comply with any formal standards investigation and prohibiting trivial or malicious allegations by councillors.

Best practice 3: Principal authorities should review their code of conduct each year and regularly seek, where possible, the views of the public, community organisations and neighbouring authorities.

Best practice 4: An authority's code should be readily accessible to both councillors and the public, in a prominent position on a council's website and available in council premises.

Best practice 5: Local authorities should update their gifts and hospitality register at least once per quarter, and publish it in an accessible format, such as CSV.

Best practice 6: Councils should publish a clear and straightforward public interest test against which allegations are filtered.

Best practice 7: Local authorities should have access to at least two Independent Persons.

Best practice 8: An Independent Person should be consulted as to whether to undertake a formal investigation on an allegation, and should be given the option to

review and comment on allegations which the responsible officer is minded to dismiss as being without merit, vexatious, or trivial.

Best practice 9: Where a local authority makes a decision on an allegation of misconduct following a formal investigation, a decision notice should be published as soon as possible on its website, including a brief statement of facts, the provisions of the code engaged by the allegations, the view of the Independent Person, the reasoning of the decision-maker, and any sanction applied.

Best practice 10: A local authority should have straightforward and accessible guidance on its website on how to make a complaint under the code of conduct, the process for handling complaints, and estimated timescales for investigations and outcomes.

Best practice 11: Formal standards complaints about the conduct of a parish councillor towards a clerk should be made by the chair or by the parish council, rather than the clerk in all but exceptional circumstances.

Best practice 12: Monitoring Officers' roles should include providing advice, support and management of investigations and adjudications on alleged breaches to parish councils within the remit of the principal authority. They should be provided with adequate training, corporate support and resources to undertake this work.

Best practice 13: A local authority should have procedures in place to address any conflicts of interest when undertaking a standards investigation. Possible steps should include asking the Monitoring Officer from a different authority to undertake the investigation.

Best practice 14: Councils should report on separate bodies they have set up or which they own as part of their annual governance statement and give a full picture of their relationship with those bodies. Separate bodies created by local authorities should abide by the Nolan principle of openness and publish their board agendas and minutes and annual reports in an accessible place.

Best practice 15: Senior officers should meet regularly with political group leaders or group whips to discuss standards issues.

The LGA has committed to reviewing the Code on an annual basis to ensure it is still fit for purpose.



Civility & Respect

IN COLLABORATION WITH SLCC, NALC, OVW, COUNTY ASSOCIATIONS

Councillor's Statement of Assurance

I confirm that I have read the council's Code of Conduct, including the principles of public life, and understand my obligations and the behaviour expected of me whenever I am acting as a councillor.

Understanding my duties as a councillor, I will adopt the principles of selflessness, integrity, objectivity, accountability, openness, honesty and leadership. I will also:

- Behave respectfully towards others, including those I disagree with.
- Uphold the values identified in my council's Code of Conduct.
- Attend training required by the council as part of my role as a councillor.

Signed _____

Name _____

Date _____