



You are here by summoned to attend a meeting of Lapley, Stretton and Wheaton Aston Parish Council, which will be held on Thursday 11th July 2024 at 7.00pm at Lapley and Wheaton Aston Village Hall.

The Council, members of the public and the press may record/film/photograph or broadcast this meeting when the public and the press are not lawfully excluded. Any member of the public who attends a meeting and objects to being filmed should advise the Parish Council Manager (in advance) who will instruct that they are not included in the filming.

In order to comply with the Data Protection Act 2018, all persons attending this meeting are hereby notified that this meeting will be recorded by the Parish Council. The purpose of taping is that recordings act as an aide-memoire to assist the Parish Council Clerk in the compilation of minutes. The recording will be deleted once the minutes have been approved

Please ensure that all mobile phones are switched to silent during the Parish Council meeting.

This meeting is subject to change due to the Covid-19 pandemic.

Public Forum

- Democratic thirty minute period/public discussion time: From 7.00pm residents are invited to give their views to the Parish Council on items on this agenda or raise issues for future consideration at the discretion of the Chairman. Members of the public may not take part in the Parish Council meeting itself. (standing order 3 f)
No member of the public may speak for more than five minutes (standing order 3g)

38.To consider apologies

-Decision

39.Declaration of Interests

-Information

To declare any interests any on agenda items

40. Approval of minutes

-Decision

To approve and sign the minutes of the meeting of the Annual Meeting of Lapley, Stretton and Wheaton Aston Parish Council held on 23rd May 2024

41.South Staffordshire Council Officers

-information

Q&A opportunity with the locality enabler officer

42.To receive report from Parish Council Clerk Appendix 1

-Information

43. To receive report from Staffordshire County Council

-information

44. To receive report from South Staffordshire Council

-information

45.Financial matters

-decision

To consider financial matters including: (appendix 2)

- a) To approve the income and expenditure for May and June 2023
- b) To receive the reconciled accounts for Unity Trust (main) Unity trust (reserves)
- c) To receive the financial summary
- d) To note payments/decisions made under delegated powers

46. Planning recommendations

-decision

To consider planning matters including

- a) planning applications received 23/00484/FULHH 3 Lapley Hall Cottages, 24/00485/FUL development at garages at Badgers End, demolition of garages and 3 dwellings

Planning application 17/00905/REM

Amendments: The Scale: The height, width, length and overall appearance of each of the buildings.

The Appearance: The visual impression.

The Landscaping: Private and public space (hard and soft landscaping).

Grey Farm 12 High Street Wheaton Aston Stafford South Staffordshire ST19 9NP

- b) planning applications received after paperwork sent
- c) SSC First homes consultation (closes 23.7.23) [South Staffordshire - First Homes - Local Eligibility Criteria June 2023 \(oc2.uk\)](#)

47. Christmas Event

- Additional entertainment
- Timetable
- Donations from stall holders

48. Lets talk Transport

To appoint a representative (with clerk) for the parish at SCC meetings on the transport plan [Let's Talk Transport | Let's Talk Staffordshire](#)

49. Parish council representatives reports

To receive reports from the following groups:

- Lapley & Wheaton Aston Village Hall Management Committee
- Lapley & Wheaton Aston Recreation Ground Committee
- Lapley & Wheaton Aston Old People's Welfare Committee
- Wheaton Aston Community First Responders
- Staffordshire Police Locality Accountability Forum
- Parish Charities Trustee

50. Policy review Appendix 3

-decision

To review the following policies

- Vexatious complaints
- Pension policy
- GDPR Privacy (Data Protection) policy
- GDPR - Privacy Notice for Staff Councillors and role Holders
- GDPR - Personal Data Breach Plan
- GDPR - Employment records: retention and erasure guidelines
- GDPR - Information security guidelines / procedures & SAR
- GDPR - Response procedure
- Noticeboard Policy
- Confidentiality Report
- Whistleblowing Policy
- Paternity Pay and Leave Policy
- Asset and Disposal Policy
- Bring Your Own Device Policy
- Community Engagement Policy
- Media Policy
- Equality and diversity

51. Allotments Update

information/decision

- Receive an update
- Consider the application paperwork (appendix 4)
- Confirm the cost of plots

52. BKV update

-decision

Appoint judges for PC led competition

53.Storage container decision

Consider:

- The agreement with the sports and social club (appendix 56)
- Container quotes (appendix 5)

54. Marston field redevelopment

information/decision

- Receive an update
- Consider the specification for tender

55. Items for future - Each councillor may use this opportunity to report on matters of information not included elsewhere on the agenda and to raise items for future agendas. **Councillors are respectfully reminded that this is not an opportunity for debate or decision making.**

56. Date of next meeting: 5th September 2024 at 7pm at Lapley and Wheaton Aston Village Hall .

Mrs A Watson Parish Council Clerk
4.7.24

Crime and Disorder Implications

Section 17 of the Crime and Disorder Act 1998 places a duty on local authorities to consider the crime and disorder implications when exercising its functions with due regard to the likely effect of the exercise of those functions and to do all that is reasonably can to prevent crime and disorder in its area. Where relevant any decisions made at the Parish Council meeting have taken this duty of Care into consideration

Appendix 1

Clerks Report

Information

- Clerk has completed Modern Slavery, Equality & Diversity, Cooperate Parenting training with SCC
- 29/05/2024 Resident reports problems with visibility due to the hedge at Water Meadow Way/Ivestey Road. Reported to Shropshire Homes, as has the parishioner. Update 04/06/2024: E-mail received from Shropshire Homes in response to confirm a site visit will take place to assess and cut back the hedge. A new meeting has been requested by Shropshire Homes with Staffordshire CC.
- 31/05/2024 Reports of tree stakes being pulled up at Marston Field. Reinstated.
- 31/05/2024 Inspection Notice added to village noticeboards.
- 04/06/2024 Moles at Marston Field, reported to Pest Control.
- 04/06/2024 General Election Notice sent out to notice boards.
- 18/06/2024 Deadline to register to vote share on website and social media.
- 25/04/2024 Ongoing reports of damage to trees, stakes and wire netting at Marston Field.
- 02/07/2024 Reports of broken bottles of alcohol at Marston Field. CCTV checked and details are with the Police.
- 03/07/2024 Electoral Commission details shared with parishioners for Voter ID, What to expect at an polling station etc.

DISTRIBUTION LIST SENT OT PRINTERS FOR N&V DELIVERY

Christmas update

Fair is confirmed

Tactical medicals services confirmed (£100)

Eon license submitted with new drawings of equipment sent for tree costs and installation costs as per 2023

Consultations

[Let's Talk Transport](#) | [Let's Talk Staffordshire](#)

Outstanding items update

- Allotments- waiting for lease to be checked by solicitor
- Defib at Ivetsey Rd- Planning are waiting for the site to be handed over. Once this has been completed an officer will assess the site for installation. SSC are to be landowners and are aware LSWA PC wish to install on site.
- Lapley Green registration-. Awaiting update from Tedstone Solicitors
- Gated alley Broadholes/Pinfold-. No update on the proposal to reopen the alley from SSC.
- Post office – no premises found., this has now been taken on at district level.

Meetings/Events

9.9.2024 WMI meeting 7pm Haling Dene centre
Training/CPD/ SPCA Upcoming courses.

Items emailed to councillors.

- 4391161 - Temporary Road Closure Notice - Lawn Lane, Coven
- 4391128 - Temporary Road Closure Notice - Francis Green Lane, Penkridge
- 12/06/2024 – Request for News and Views Content
- 13.6.24 - Emergency road closure affecting Stretton <https://one.network/?tm=139152245>
- 25.6.24 Planning App 24/00485/FUL
- 26.5.24 WMI meeting
- 26.5.24 SCC Lets Talk Transport [Let's Talk Transport | Let's Talk Staffordshire](#)
- 1.7..24 SSC Planning application 17/00905/REM
- 1.7.24 SSC planning tree works notification 24/00558/TREE
- 2.7.24 road closure, for Bennetts Lane, Bramshall and Loxley Lane, Loxley please plan your journey in advance.

Notice: <https://api-gb.one.network/.../urgent-ttrn-5-day-order...>

TRRN plan details: <https://one.network/?tm=139394973>

- [3.7.24 NALC legal update](#)

Use of devolved powers

Pest control contract renewed with Stafford borough council £444.96plus vat

£75 chairmanship training for Cllr Ford

BT broadband Standard Fibre 76 Enhanced Digital Line with calls broadband contract has expired, price will increase to £76.48

exc vat on 2nd July, Clerk has entered into a 23 month contract at £49.95 exc vat per month (currently £53.98pcm)

£9.98 Amazon Laminating Pouches

Response to planning comments:

none

SSC Planning Decision

24/05/2024 24/00271/TREE Mulberry Cottage, Hawthorne Road, Wheaton Aston, ST19 9NG Sweet chesnut – dismantle and remove - Approve

31/05/2024 24/00127/FUL Mountain Ash, Ivetsey Road, Wheaton Aston. Proposed single storey front infill extensions. Proposed roof enlargement to accommodate first floor mezzanine. Proposed solar panels to existing roof.– Approve subject to conditions.

11/06/2024 24/00336/FULHH 22 High Street Wheaton Aston STAFFORD ST19 9NP Proposed single story rear extension – Approve subject to conditions

Annual Play Area Inspections:

All work designated to VO is complete

All other work is in hand

Appendix 2

Expenditure transactions - payments approval list

Start of year 01/04/24

No	Payment Reference	Gross	To pay	Heading	Invoice	Invoice	Details	Payment Reference
37		£70.28	£70.28	175	03/04/24		B&Q plc - Products for bookshelf at Lapley	
36		£26.56	£26.56	170	24/04/24		Rawlins Paint - Graffiti remover	
52	653579019	£320.00	£320.00	100/2	01/05/24		South Staffordshire District Council - Monthly Office Rental	
	5	£320.00						
39		£99.97	£99.97	170	08/05/24		Amazon - Drill for VO use	
56	482603018	£1,291.99	£1,291.99	120/1/1	08/05/24		Ditton Services - Grounds Maintenance	
	6	£1,291.99						
59		£99.97	£99.97	170	08/05/24		Amazon - Cordless Drill for VO jobs	
46		£63.94	£63.94	100/10	10/05/24		British Telecom - Monthly bill	
45		£29,992.21	£29,992.21	130/2/4	13/05/24		Capital Sflu Group - Allotments	
40		£7.19	£7.19	170	15/05/24		Amazon - Black pens office stationery	
44		£293.00	£293.00	150/1	21/05/24		SLCC Enterprises Ltd - SLCC Membership	
53	351782096	£17.55	£17.55	100/18/1	21/05/24		Mr. Malcolm Bissell - Mileage	
	£17.55							
54	767406783	£30.60	£30.60	100/18/1	21/05/24		Mrs Amy Watson - Mileage	
	£30.60							
55	761126228	£239.09	£239.09	100/19/4	21/05/24		Cloudy It - IT	£239.09
57	667213394	£451.00	£451.00	150/2	21/05/24		Staffordshire Parish Councils' Association - Annual SPCA subscription	
	£451.00							
58	800910778	£533.95	£533.95	120/6	21/05/24		Stafford Borough Council - Pest Control Contract	
	£533.95							
38		£69.99	£69.99	170	22/05/24		Amazon - Trolley	
41	765472807	£12.00	£12.00	100/12	23/05/24		Ricoh U K Limited - Delivery Cost printer toner	
	£12.00							
42	770879984	£135.41	£135.41	100/12	23/05/24		Ricoh U K Limited - Printer running costs	
	£135.41							
51	210749427	£219.72	£219.72	100/11/1	24/05/24		Black Rose Solutions Ltd - Internal Audit costs	
	£219.72							
43		£59.58	£59.58	100/10	27/05/24		EE - Monthly charges	

Sub Total	£34,034.00	£34,034.00	
	£4,749.38	£4,749.38	Confidential
Total	£38,783.38	£38,783.38	

Bank Account Reconciled Statement

Unity Trust - Current Account	1111559/2035784	30-98-00
Statement Number	38	Bank Statement No. 38
Statement Opening Balance	£70,766.38	Opening Date 01/05/24
Statement Closing Balance	£54,680.97	Closing Date 31/05/24
True/ Cashbook Closing Balance	£54,680.97	

Date	Cheque/ Ref.	Supplier/ Customer	Debit (£)	Credit (£)	Balance (£)
13/05/24	Capital inv 3729		0.00	24,993.51	95,759.89
28/05/24	Transfer		2,638.00	0.00	93,121.89
31/05/24		Lapley & Wheaton Aston Village Hall Management Committee	31.50	0.00	93,090.39
31/05/24		British Telecom	63.94	0.00	93,026.45
31/05/24		Capital Sflu Group	29,992.21	0.00	63,034.24
31/05/24		SLCC Enterprises Ltd	293.00	0.00	62,741.24
31/05/24		EE	59.58	0.00	62,681.66
31/05/24		HMRC			
31/05/24	181956086	Jessica Shulman			
31/05/24	210749427	Black Rose Solutions Ltd	219.72	0.00	61,107.17
31/05/24	351782096	Mr. Malcolm Bissell	17.55	0.00	61,089.62
31/05/24	3786627780	Mrs Amy Watson			
31/05/24	4826030186	Ditton Services	1,291.99	0.00	57,763.37
31/05/24	508544193	Mr. Malcolm Bissell			
31/05/24	6535790195	South Staffordshire District Council	320.00	0.00	57,104.69
31/05/24	667213394	Staffordshire Parish Councils' Association	451.00	0.00	56,653.69
31/05/24	761126228	Cloudy It	239.09	0.00	56,414.60
31/05/24	765472807	Ricoh U K Limited	12.00	0.00	56,402.60
31/05/24	767406783	Mrs Amy Watson	30.60	0.00	56,372.00
31/05/24	770879984	Ricoh U K Limited	135.41	0.00	56,236.59
31/05/24	800910778	Stafford Borough Council	533.95	0.00	55,702.64
31/05/24	809926850	Mrs. Josie Morris			
31/05/24	813305587	Staffordshire County Council Superannuation Fund			

Uncleared and unrepresented effects

Total uncleared and unrepresented 0.00 0.00

Total debits / credits 41078.92 24993.51

Bank Account Reconciled Statement

Unity trust working reserves 20419150 60-83-01
 Statement Number 29 Bank Statement No. 29
 Statement Opening Balance £75,780.09 Opening Date 01/04/24
 Statement Closing Balance £50,786.58 Closing Date 31/05/24
 True/ Cashbook Closing Balance £50,786.58

Date	Cheque/ Ref.	Supplier/ Customer	Debit (£)	Credit (£)	Balance (£)
13/05/24	Capital inv 3729		24,993.51	0.00	50,786.58

Uncleared and unrepresented effects

Total uncleared and unrepresented 0.00 0.00

Total debits / credits 24993.51 0

Bank Account Reconciled Statement

Barclays savings account 73219496 20-08-64
 Statement Number 37 Bank Statement No. 37
 Statement Opening Balance £52,749.13 Opening Date 01/04/24
 Statement Closing Balance £55,387.13 Closing Date 31/05/24
 True/ Cashbook Closing Balance £55,387.13

Date	Cheque/ Ref.	Supplier/ Customer	Debit (£)	Credit (£)	Balance (£)
28/05/24	Transfer		0.00	2,638.00	55,387.13

Uncleared and unrepresented effects

Total uncleared and unrepresented 0.00 0.00

Total debits / credits 0 2638

Lapley Stretton & Wheaton Aston Parish Council

Expenditure transactions - payments approval list

Start of year 01/04/24

No	Payment Reference	Gross	To pay	Heading	Invoice	Invoice	Details	Payment Reference
71	240195716 Maintenance £1,291.99	£1,291.99	£1,291.99	120/1/1	07/06/24		Ditton Services - Monthly Grounds	
64	565865881	£239.09	£239.09	100/19/4	14/06/24		Cloudy It - Monthly charges	£239.09
70	Road and	£228.00	£228.00	130/2/1	14/06/24		Shelutions - Bus Shelter Clean on Ivetsey High Street	
72	319176680	£7.65	£7.65	100/18/1	14/06/24		Mr. Malcolm Bissell - Mileage	£7.65
75	823917453 up in June £239.09	£239.09	£239.09	100/19/4	14/06/24		Cloudy It - March Payment Missed, caught	

LSWA PC Agenda 11th July 2024

76	260994363	£112.60	£112.60	130/2/4	14/06/24	WaterPlus - Water Supply Charges	£112.60
80	617407532	£28.36	£28.36	100/18/1	14/06/24	Mrs Amy Watson - Mileage for June	£28.36
68	524339120	£18.90	£18.90	100/18/1	15/06/24	Jessica Shulman - Mileage for Inspection and Agenda	
Notices	£18.90						
73	96400686	£300.00	£300.00	120/1/3	15/06/24	Ditton Services - Application of Alder Leaf Insecticide at Marston Field	
Beetle	£300.00						
74	475371184	£320.00	£320.00	100/2	15/06/24	South Staffordshire District Council - Rent	
Monthly Office	£320.00						
79		£63.94	£63.94	100/10	17/06/24	British Telecom - Monthly Business Bill	
81		£57.31	£57.31	100/10	17/06/24	EE - Montly mobile charges	
82		£29.40	£29.40	100/21	30/06/24	Unity Trust Bank ALTO CARD - Service Charge	

Reference

Sub Total	£2,936.33	£2,936.33					
	£4,540.51	£4,540.51		Confidential			
Total	£7,476.84	£7,476.84					

Signature

Lapley Stretton & Wheaton Aston Parish Council

Income transactions - receipts approval list

Start of year 01/04/24

Tn no	Ref.	Gross	Heading	Cttee	Invoice date	Details	Ref. Total
3		£2,300.00	20/5	PC	07/06/24	South Staffordshire District Council - SSDC West Midlands Interchange Bank Grant for Bench at Stretton	
4		£440.47	32	PC	30/06/24	Unity Trust Bank - Credit Interest June 2024	
Total		£2,740.47					

Signature

Bank Account Reconciled Statement

Unity Trust - Current Account

1111559/2035784 30-98-00

Statement Number	39	Bank Statement No.	39
Statement Opening Balance	£54,680.97	Opening Date	01/06/24
Statement Closing Balance	£49,263.43	Closing Date	30/06/24
True/ Cashbook Closing Balance	£49,263.43		

Date	Cheque/ Ref.	Supplier/ Customer	Debit (£)	Credit (£)	Balance (£)
30/06/24		British Telecom	63.94	0.00	54,617.03
30/06/24		Staffordshire County Council Superannuation Fund	763.98	0.00	53,853.05
30/06/24		HMRC			
30/06/24		South Staffordshire District Council	0.00	2,300.00	55,230.01

LSWA PC Agenda 11th July 2024

30/06/24		Unity Trust Bank ALTO CARD	29.40	0.00	55,200.61
30/06/24		EE	57.31	0.00	55,143.30
30/06/24		Mrs Amy Watson			
30/06/24		Staffordshire County Council Superannuation Fund			
30/06/24		Shelutions	228.00	0.00	52,758.74
30/06/24	240195716	Ditton Services	1,291.99	0.00	51,466.75
30/06/24	260994363	WaterPlus	112.60	0.00	51,354.15
30/06/24	319176680	Mr. Malcolm Bissell	7.65	0.00	51,346.50
30/06/24	444825840	Jessica Shulman			
30/06/24	475371184	South Staffordshire District Council	320.00	0.00	50,614.64
30/06/24	524339120	Jessica Shulman	18.90	0.00	50,595.74
30/06/24	565865881	Cloudy It	239.09	0.00	50,356.65
30/06/24	617407532	Mrs Amy Watson	28.35	0.00	50,328.30
30/06/24	776244846	Mrs. Josie Morris			
30/06/24	7854701002	Mr. Malcolm Bissell			
30/06/24	823917453	Cloudy It	239.09	0.00	49,623.43
30/06/24	96400686	Ditton Services	360.00	0.00	49,263.43

Bank Account Reconciled Statement

Uncleared and unrepresented effects

Total uncleared and unrepresented	0.00	0.00
Total debits / credits	7717.54	2300

Bank Account Reconciled Statement

Unity Trust - Current Account	1111559/2035784	30-98-00
Statement Number	39	Bank Statement No. 39
Statement Opening Balance	£54,680.97	Opening Date 01/06/24
Statement Closing Balance	£49,263.43	Closing Date 30/06/24
True/ Cashbook Closing Balance	£49,263.43	

Date	Cheque/ Ref.	Supplier/ Customer	Debit (£)	Credit (£)	Balance (£)
30/06/24		British Telecom	63.94	0.00	54,617.03
30/06/24		Staffordshire County Council Superannuation Fund	763.98	0.00	53,853.05
30/06/24		HMRC			
30/06/24		South Staffordshire District Council	0.00	2,300.00	55,230.01
30/06/24		Unity Trust Bank ALTO CARD	29.40	0.00	55,200.61
30/06/24		EE	57.31	0.00	55,143.30
30/06/24		Mrs Amy Watson			
30/06/24		Staffordshire County Council Superannuation Fund	158.55	0.00	52,986.74
30/06/24		Shelutions	228.00	0.00	52,758.74
30/06/24	240195716	Ditton Services	1,291.99	0.00	51,466.75

LSWA PC Agenda 11th July 2024

30/06/24	260994363	WaterPlus	112.60	0.00	51,354.15
30/06/24	319176680	Mr. Malcolm Bissell	7.65	0.00	51,346.50
30/06/24	444825840	Jessica Shulman			
30/06/24	475371184	South Staffordshire District Council	320.00	0.00	50,614.64
30/06/24	524339120	Jessica Shulman	18.90	0.00	50,595.74
30/06/24	565865881	Cloudy It	239.09	0.00	50,356.65
30/06/24	617407532	Mrs Amy Watson	28.35	0.00	50,328.30
30/06/24	776244846	Mrs. Josie Morris			
30/06/24	7854701002	Mr. Malcolm Bissell			
30/06/24	823917453	Cloudy It	239.09	0.00	49,623.43
30/06/24	96400686	Ditton Services	360.00	0.00	49,263.43

Uncleared and unrepresented effects

Total uncleared and unrepresented	0.00	0.00
Total debits / credits	7717.54	2300

Bank Account Reconciled Statement

Unity trust working reserves	20419150	60-83-01
Statement Number	30	Bank Statement No. 30
Statement Opening Balance	£50,786.58	Opening Date 01/06/24
Statement Closing Balance	£51,227.05	Closing Date 30/06/24
True/ Cashbook Closing Balance	£51,227.05	

Date	Cheque/ Ref.	Supplier/ Customer	Debit (£)	Credit (£)	Balance (£)
30/06/24		Unity Trust Bank	0.00	440.47	51,227.05

Uncleared and unrepresented effects

Total uncleared and unrepresented	0.00	0.00
Total debits / credits	0	440.47

Reconciled by Amy Watson

Signed

Clerk / Responsible Financial Officer

Chair

Date

Appendix 3

VEXATIOUS COMPLAINTS POLICY

This policy sets out the Council's stance on vexatious or abusive complaints, demands and/or repeated requests for information including Freedom of information requests and how they will be dealt with.

Vexatious or Abusive Complaints/Freedom of Information Requests

Most complainants or people making Freedom of Information Requests behave in legitimate ways. A very small minority make complaints/requests that are vexatious, in that they persist unreasonably with their

complaints/requests, or make complaints/requests in order to make life difficult for the Council rather than genuinely resolve a grievance.

The Council recognises that it is important to distinguish between people who make a number of complaints/requests because they genuinely believe things have gone wrong, and people who are seeking to subvert the legitimate business of the Council. It is acknowledged that complainants will often be frustrated and aggrieved and it is, therefore, important to consider the merits of each case rather than the way in which they are expressed. It is not necessary to meet a person's unreasonable demands, or to answer every single point in an unreasonable letter. Judgement will be required to separate a person's legitimate queries from those that are unreasonable, often with the same complaint. Skill will be required to respond tactfully and sympathetically. If the person's persistence adversely affects the Council's ability to do its work and provide a service to others, the Parish Council needs to address such behaviour. Where the Clerk is of the view that complaints, requests or persons could be identified as vexatious (in accordance with the criteria set out in Appendix 1), the Clerk will refer the matter to the Parish Council for a decision and their determination of what action to take. The Clerk will implement such action and will notify the complainant that their complaint/request is considered as vexatious and what action will be taken. The notification will be copied to all Councillors and a record kept of the reasons why a complaint/request has been classified as vexatious.

Vexatious complaints/requests may be dealt with in one or more of the following ways:

- In a letter, setting out a code of commitment and responsibilities for the parties involved if the Parish Council is to continue processing the complaint/request. If these terms are contravened, consideration will then be given to implementing other action as indicated below.
- Decline contact with the complainant, either in person, by telephone, fax email or any combination of these, provided that one form of contact is maintained which will usually be by conventional post (letter).
- Notify the complainant/requestor in writing that the Council has responded to the points raised and tried to resolve the complaint/request but there is nothing more to add and continuing contact on the matter will serve no useful purpose. The complainant/requestor will also be notified that the correspondence is at an end and the Council does not intend to engage in further correspondence dealing with the complaint/request.
- Inform the complainant/requestor that the council intends to seek legal advice on unreasonable or vexatious complaints/requests and behaviour.
- Temporarily suspend all contact with the complainant/requestor in connection with the issues relating to the complaint/request being considered.
- GDPR is monitored and adhered to, however it may be necessary to share a complaint with third parties associated to LSWA PC

Restricting Contact

- Any restrictions will be appropriate and proportionate to the nature of the person's contacts with the Council at the time such as:
 - Placing time limits on telephone conversations and personal contacts;
 - Limiting the person to one form of contact (letter);
 - Requiring the person to communicate only with one named employee/member;
 - If a complaint is currently going through the Council's complaints procedure, asking the complainant to enter into a written agreement about their future conduct if the complaint is to be progressed;
- Closing the investigation into a complaint;
- Refusing to register and process further complaints/requests providing the person with acknowledgements only;
- Banning a person from the Council's premises;
- Involving the police where the person is believed to have committed a criminal offence (harassment, assault or criminal damage). Where assault is threatened, or the complainant refuses to leave council premises.

The Clerk will inform the complainant/requestor in writing why a decision has been made to restrict or stop future contact, the contact arrangements and the length of time that these restrictions will be in place.

There should never be a blanket ban for an unspecified period of time unless the Council is legally required to do so following a Police investigation. The Council should always try to maintain one form of contact which will normally be by way of conventional post (letter). In extreme situations the Council will tell the complainant in writing that they must restrict contact to communication through a nominated advocate known and declared to be acting on their behalf.

In deciding which restrictions are appropriate, careful consideration will be given to balancing the rights of the individual with the need to ensure other residents, Council employees, councillors and co-opted members do not suffer any disadvantage or undue stress and the resources of the Council are used as effectively as possible.

Threatening and Abusive People and Harassment

We do not expect staff or members to tolerate unacceptable behaviour by people which causes or may cause undue stress. The Council believes that harassment is totally unacceptable. The Council will work to prevent any form of harassment from happening in the first instance and where it has already occurred, will work to prevent it from happening again.

Harassment is a term that is generally used to define unwelcome and unwarranted behaviour that affects the dignity of an individual or group of individuals. Harassment may also include actions characterised as offensive, intimidating, malicious or humiliating that attempts to undermine or injure an individual or group of individuals.

Where there is abusive or aggressive behaviour which produces damaging or hurtful effects, physically or emotionally, on the staff or members which includes, but not exclusively, verbal abuse (including name calling) bullying, shouting or swearing or threat of any of these behaviours the staff or members affected should step away from the situation and the person asked to leave the premises where appropriate.

This can mean terminating a conversation whether it is face to face or by telephone advising that the conversation is being terminated, and in the case of such behaviour in face to face contact in the office or public meeting the person should be asked to leave the premises.

All such incidences must be documented. This will, in itself, cause personal contact with the complainant to be discontinued and the complaint, will, there after only be continued through written communication by post.

Any complainant/requested who threatens or uses physical violence towards staff or members will receive written confirmation that they are being treated as a vexatious complainant/requestor and informed of the action that will be taken.

Legal References

Under the Freedom of Information Act 2000 Section 14(1), public authorities do not have to comply with vexatious requests. The Council also has a legal duty under the Health and Safety at Work Act 1974 to ensure, so far as it is reasonably practicable, the health, safety and welfare at work of its employees and members.

Appendix 1

Definition of a Vexatious Complaint/Requestor

This definition applies equally to someone making a complaint and to someone making a request for information.

Complaints (and/or anyone acting on their behalf) may be deemed to be vexatious where contact with them shows that they meet one or more of the following criteria:

- Persist in pursuing a complaint/request where the Council's Complaints Procedure or the Freedom of Information procedure has been fully implemented and exhausted.
- Persistently change the substance of a complaint/request or continually raise new issues or seek to prolong contact by continually raising further concerns or questions upon receipt of a response.
- Are repeatedly unwilling to accept evidence given as factual or deny receipt of an adequate response in spite of correspondence specifically answering their questions or do not accept that facts can sometimes be difficult to verify when a long period of time has elapsed.

- Repeatedly do not clearly identify the precise issues which they wish to raise despite reasonable efforts of the Council to address their concerns, and/or where the concerns identified are not within the remit of the Council.
- If the complaint/request is about essentially the same matter that has already been considered with only very minor differences and does not contain any new information. The most difficult vexatious complaints to deal with are often complaints that are slightly different from the original complaint, but about the same broad area of activity.
- Regularly focus on a trivial matter to an extent which is out of proportion to its significance. It is recognised that determining what is a trivial matter can be subjective and careful judgement must be used in identifying frivolous complaints.
- Have threatened or used physical violence towards staff or members at any time.
- Have had an excessive number of contacts with the Council - placing unreasonable demands of staff or Members. Discretion will be used in determining the precise number of excessive contacts applicable under this section, using judgement based on the specific circumstances of each individual case.
- Have harassed or been personally abusive or verbally aggressive towards staff or members dealing with the complaint/grievance. The Council recognise, however, that complainants may sometimes act out of character in times of stress, anxiety or distress and should make reasonable allowances for this. All instances of harassment, abusive or verbally aggressive behaviour will be documented.
- Have harassed or been personally abusive or verbally aggressive towards any Members of the Council (Councillors) or co-opted members whether this has been on a face-to-face contact or at public meetings.
- Are known to have recorded meetings or conversation without the prior consent of other parties involved and/or have impersonated any member of staff or Councillors with the objective of soliciting information for whatever purpose.
- Seeking to coerce, intimidate or threaten staff, Councillors or other people involved, whether by use of language tone of voice or behaviour including body language.
- Repeatedly raise grievances which are already proven to be without substance or foundation.

Lapley, Stretton and Wheaton Aston Parish Council

Adopted 5th September 2019

Reviewed October 2021

Reviewed July 2024

Next review: July 2026

STATEMENTS OF POLICY ABOUT EXERCISE OF DISCRETIONARY FUNCTIONS

In accordance with Regulation 60 of the above regulations a Scheme employer **must** prepare a written statement of its policy in relation to the exercise of its functions under regulations:

16(2)(e) and 16(4)(d) (funding of additional pension);

30(6) (flexible retirement);

30(8) (waiving of actuarial reduction); and

31 (award of additional pension).

In addition and in accordance with Paragraphs 2(2) of Schedule 2 to the Local Government Pension Scheme (Transitional Provisions, Savings & Amendment) Regulations 2014 a Scheme employer **must** also prepare a written statement on whether, in respect of benefits relating to pre 1st April 2014 membership, to 'switch on' the 85 year rule for a member who voluntarily retires (leaves employment) and elects to draw their benefits on or after the age of 55 and before the age of 60 thereby agreeing to waive in full or part any actuarial reduction applied to the member's benefits.

A Scheme employer **must** send a copy of its statement to the administering authority (Staffordshire County Council) and must publish its statement.

A Scheme employer **must** keep its statement of policy under review and make such revisions as are appropriate following a change of its policy.

Where a revision to the statement of policy is made, a Scheme employer **must** send a copy of its revised statement to the administering authority before the expiry of one month beginning with the date that any such revision is made. A Scheme employer must also publish its revised statement.

In preparing, or reviewing and making revisions to its statement, a Scheme employer **must** have regard to the extent to which the exercise of its discretionary functions could lead to a serious loss of confidence in the public service.

Whilst it is compulsory for a Scheme employer to prepare a statement in respect of the regulations detailed above, there are a number of other discretions available to a Scheme employer throughout the Scheme Regulations which do not require such a statement of policy to be made. It is recommended for administrative purposes that such additional statements are made and included as part of the statement of policy.

Once completed, a Scheme employer **must** ensure that its statement of policy is published in a place that is easily accessible to all of its eligible Scheme employees and that any revisions made to the statement of policy are equally accessible.

SCHEME EMPLOYER DECLARATION

The Scheme employer known as Lapley, Stretton and Wheaton Aston Parish Council has prepared this written statement of policy in relation to its exercise of certain discretionary functions available under the Local Pension Scheme Regulations 2013. The Scheme employer declares that it will keep this statement under review and publish the statement (and any amendments made thereto) in a place that is easily accessible to all of its eligible Scheme employees and that it will provide to the administering authority the most up to date version of the statement at all times.

Local Government Pension Scheme Regulations 2013

Regulation 16 – Additional Pension Contributions

The Scheme employer may resolve to fund in whole or in part any arrangement entered into by an active scheme member to pay additional pension contributions by way of regular contributions in accordance with **Regulation 16(2)(e)**, or by way of a lump sum in accordance with **Regulation 16(4)(d)**.

The Scheme employer may enter into an APC contract with a Scheme member who is contributing to the MAIN section of the Scheme in order to purchase additional pension of not more than the additional pension limit (£6,500 from 1st April 2014 subject to annual increase in line with the Pensions (Increase) Act 1971).

The amount of additional contribution to be paid is determined by reference to actuarial guidance issued by the Secretary of State.

Consideration needs to be given to the circumstances under which the Scheme employer may wish to use their discretion to fund in whole or in part an employee's Additional Pension Contributions.

Scheme Employer's policy concerning the whole or part funding of an active member's additional pension contributions

Not to fund an employee's APCs.

Regulation 30(6) – Flexible Retirement

An active member who has attained the age of 55 or over and who with the agreement of their employer reduces their working hours or grade of employment may, with the further consent of their employer, elect to receive

immediate payment of all or part of the retirement pension to which they would be entitled in respect of that employment as if that member were no longer an employee in local government service on the date of the reduction in hours or grade (*adjusted by the amount shown as appropriate in actuarial guidance issued by the Secretary of State – separate policy required under Regulation 30(8)*).

As part of the policy making decision the Scheme employer must consider whether, in addition to the benefits the member may have accrued prior to 1 April 2008 (which the member must draw), to permit the member to choose to draw all, part or none of the pension benefits they built up after 31 March 2008 and before 1 April 2014 and all, part or none of the pension benefits they built up after 1 April 2014.

Due consideration must be given to the financial implications of allowing an employee to draw all or part of their pension benefits earlier than their normal retirement age.

Scheme Employer's policy concerning flexible retirement

To consider each application on its merits subject to the financial implications for the employer.

Regulation 30(8) – Waiving of Actuarial Reduction

Where a Scheme employer's policy under regulation 30(6) (flexible retirement) is to consent to the immediate release of benefits in respect of an active member who is aged 55 or over, those benefits must be adjusted by an amount shown as appropriate in actuarial guidance issued by the Secretary of State (commonly referred to as actuarial reduction or early payment reduction).

A Scheme employer (or former employer as the case may be) may agree to waive in whole or in part and at their own cost, any actuarial reduction that may be required by the Scheme Regulations.

Due consideration must be given to the financial implications of agreeing to waive in whole or in part any actuarial reduction.

Scheme Employer's policy concerning the waiving of actuarial reduction

To consider each application on its merits subject to the financial implications for the employer.

Regulation 31 – Award of Additional Pension

A Scheme employer may resolve to award

(a) an active member, or

(b) a member who was an active member but dismissed by reason of redundancy, or business efficiency, or whose employment was terminated by mutual consent on grounds of business efficiency,

additional annual pension of, in total (including any additional pension purchased by the Scheme employer under Regulation 16), not more than the additional pension limit (£6,500 from 1st April 2014 subject to annual increase in line with the Pensions (Increase) Act 1971).

Any additional pension awarded is payable from the same date as any pension payable under other provisions of the Scheme Regulations from the account to which the additional pension is attached.

In the case of a member falling within sub-paragraph (b) above, the resolution to award additional pension must be made within 6 months of the date that the member's employment ended.

Scheme Employer's policy concerning the award of additional pension

Not to apply this discretion.

Local Government Pension Scheme (Transitional Provisions and Savings) Regulations 2014

Schedule 2 – paragraphs 2 and 3

Where a scheme member retires or leaves employment and elects to draw their benefits at or after the age of 55 and before the age of 60 those benefits will be actuarially reduced unless their Scheme employer agrees to meet the full or part cost of those reductions as a result of the member otherwise being protected under the 85 year rule as set out in previous Regulations.

So as to avoid the member suffering the full reduction to their benefits the Scheme employer can ‘switch on’ the 85 year rule protections thereby allowing the member to receive fully or partly unreduced benefits but subject to the Scheme employer paying a strain (capital) cost to the Pension Fund

Scheme Employer’s policy concerning the ‘switching on of the 85 year rule

Under no circumstances will the Scheme employer agree to ‘switch on’ the 85 year rule.
RECOMMENDED policy in accordance with the
Local Government Pension Scheme Regulations 2013

Regulation 9(1) & (3) – Contributions

Where an active member changes employment or there is a material change which affects the member’s pensionable pay during the course of a financial year, the Scheme employer may determine that a contribution rate from a different band (as set out in Regulation 9(2)) should be applied.

Where the Scheme employer makes such a determination it shall inform the member of the revised contribution rate and the date from which it is to be applied.

Scheme Employer’s policy concerning the re-determination of active members’ contribution bandings at any date other than 1st April

To set employee contribution rates at 1st April each year and make no changes throughout the year.

Regulation 100(6) – Inward Transfers of Pension Rights

A request from an active member to transfer former pension rights from a previous arrangement into the Local Government Pension Scheme as a result of their employment with a Scheme employer must be made in writing to the administering authority and the Scheme employer before the expiry of the period of 12 months beginning with the date on which the employee first became an active member in an employment (or such longer period as the Scheme employer and administering authority may allow).

Scheme Employer’s policy concerning the extension of the 12 month transfer application period

Not to extend the 12-month deadline

Other discretions

Any other discretions which may apply under the LGPS will be dealt with by the Council on their merits on an individual basis.

The Council reserves the right to amend any of the above policies if in its opinion this would be appropriate given the special circumstances of an individual case.

This policy document will be reviewed at least every five years.

Adopted Pension Policy Sept 2019

Reviewed October 2021

Reviewed July 2024

Next review: July 2026

PRIVACY (DATA PROTECTION) POLICY

1. This policy is provided to you by Lapley, Stretton and Wheaton Aston Parish Council which is the 'data controller' for your **personal data**. It sets out our approach to the handling of personal data. This is defined as any information which allows you (residents, employees and others) to be identified from that data (for example your name, photographs, videos, email address, or address)
2. We can be contacted at Office F028, South Staffordshire Business Hub, Wolverhampton Road, Codsall WV8 1PE, 01902 327091 07495789051 or by email at office@wheatonastonparishcouncil.gov.uk
3. The Council will abide by all of the law that applies to the processing of personal data including the General Data Protection Regulation (the "GDPR"), the Human Rights Act 1998 (which sets out a person's 'right' to respect for family life etc.) and the Data Protection Act 2018.

The principles

4. The council will comply with the data protection principles. These say that the personal data we hold about you must be:
 - Used lawfully, fairly and in a transparent way. **We do this by providing privacy notices/ information.**
 - Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes. **Again through the giving of notices/ information.**
 - Relevant to the purposes we have told you about and limited only to those purposes
 - Accurate and kept up to date.
 - Kept in a form that identifies you only as long as necessary for the purposes we have told you about. **The Council has retention/ erasure guidance that it follows.**
 - Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

How we lawfully process personal data

5. The council is a public authority and has certain powers and duties. Most of your personal data is processed for compliance with a legal obligation which includes the discharge of the council's statutory functions and powers. Sometime when exercising these powers or duties it is necessary to process personal data of residents or people using the council's services. We will always take into account your interests and rights. This Privacy Policy sets out your rights and the council's obligations to you in detail.

We may also process personal data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract. An example of this would be processing your data in connection with the use of sports facilities, or the acceptance of an allotment garden tenancy.

Sometimes the use of your personal data requires your consent. We will first obtain your consent to that use.

Sharing your personal data

6. The council will implement appropriate security measures to protect your personal data. This section of the Privacy Policy provides information about the third parties with whom the council will share your personal data. These third parties also have an obligation to put in place appropriate security measures and will be responsible to you directly

for the manner in which they process and protect your personal data. It is likely that we will need to share your data with some or all of the following (but only where necessary):

Our agents, suppliers and contractors. For example, we may ask a commercial provider to publish or distribute newsletters on our behalf, or to maintain our database software;

On occasion, other local authorities or not for profit bodies with which we are carrying out joint ventures e.g. In relation to facilities or events for the community. Your rights and your personal data

Your rights

7. You have the following rights with respect to your personal data:

- (i) The right to access personal data we hold on you
- (ii) The right to correct and update the personal data we hold on you
- (iii) The right to have your personal data erased
- (iv) The right to object to processing of your personal data or to restrict it to certain purposes only
- (v) The right to data portability
- (vi) The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained
- (vii) The right to lodge a complaint with the Information Commissioner's Office.

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

You can contact the Information Commissioners Office on 0303 123 1113 or via their website www.ico.org.uk or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Conclusion

8. We keep this Privacy Policy under regular review and we will place any updates on www.wheatonastonparishcouncil.gov.uk. Please contact us if you have any questions about this Privacy Policy or to exercise all relevant rights, queries or complaints.

Implemented: July 2018

Reviewed: May 2020, July 2022, July 2024

Personal Data Breach Plan

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Version Control

<i>Version Number</i>	<i>Date</i>	<i>Review Date</i>	<i>Authors</i>	Reason for new version
1	Jun 2018	May 2020	Amy Watson	
2	May 2020	May 2022	Amy Watson	
3	Jul 2022	Jul 2024	Amy Watson	
4	July 2024	July 2026	Amy Watson	

1. Introduction

- 1.1. Lapley, Stretton and Wheaton Aston Parish Council has a duty under the General Data Protection Regulation (GDPR) to ensure that the personal data it processes is kept safe and secure. This plan details how the council will respond in the event of a personal data breach.

2. Purpose

- 2.1 This plan puts into place a procedure for dealing with any breaches of personal data which may occur, focussing on the steps to be taken once a breach has been discovered, and the processes that should be followed.
- 2.2 The consequences to our reputation and the potential impact on individual service users of the loss of personal information mean that we need to take swift and appropriate action in the event of a loss.
- 2.3 In addition, the Information Commissioner's Office (ICO) has the ability to impose significant fines on the council for serious contraventions of the GDPR.
- 2.4 The ICO also has the ability to serve an enforcement notice on the council if the ICO considers taking positive steps is also necessary to bring about compliance. It is possible to receive a fine and an enforcement notice.
- 2.5 This plan aims to provide a consistent approach and follows guidance provided by the ICO. However, dealing with incidents of breaches of data is complex; there are many potential variables and a balanced judgement needs to be taken on a case by case basis.

3. Aim

- 3.1 This plan sets out the council's commitment to upholding the GDPR principles, and managing the information we hold fairly and lawfully. It seeks to ensure that any personal or special category (sensitive) personal information the council has in its possession is kept safe and secure and that processes are in place to minimise or mitigate the impact of a personal data breach.

4. Roles and responsibilities

- 4.1 This plan will be reviewed every three years, or earlier, if necessary.
- 4.2 The Parish Clerk will be responsible for ensuring operational compliance with this plan and for seeking advice from others including securing ICT support when appropriate.

5. Ensuring breaches do not happen

- 5.1 The effects of personal data losses are not only felt by the individuals concerned, but also affect the efficiency of the service and the reputation of the council as a whole.
- 5.2 It is important that all staff are aware of their responsibilities for handling personal information, keeping it secure and not disclosing it without proper cause.
- 5.3 data controllers (the council) have a responsibility to ensure appropriate and proportionate security of the personal data they hold. This is covered by the 6th principle of the GDPR as detailed below:

"Personal data should be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental

loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')

- 5.4 To prevent the council from being in breach of the requirements of the GDPR all elected Members, officers (whether permanent or temporary) and all third parties acting on behalf of the council must be aware of their corporate and personal responsibilities set out under the provisions of the GDPR.

6. What is a personal data breach?

6.1 A personal data breach means a *breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed*. This means that a breach is **more than just losing personal data**.

6.2 Such loss or release can occur in any of a number of ways:

- Loss or theft of equipment, which holds personal data e.g. laptops, tablets, CDs
- Loss or theft of hard copy documents
- Equipment failure
- Inappropriate access or unlawful access, allowing unauthorised use
- Human error
- Unforeseen incidents such as flood or fire
- Hacking attack
- Information obtained by surreptitious or deceptive means (blagging)
- Information being released inappropriately

7. Types of personal data breaches

7.1 Breaches can be categorised according to the following three information security principles.

- 'Confidentiality breach' - where there is an authorised or accidental disclosure of, or access to, personal data
- 'Availability breach' – where there is an accidental or unauthorised loss of access to, or destruction of, personal data
- 'Integrity breach' – where there is an unauthorised or accidental alteration of personal data

8. Dealing with a breach

8.1 As soon as a suspected or actual breach has been identified, the person who discovered it must report the incident immediately to the Parish Clerk, or, in their absence the Deputy Clerk. The Clerk will, at that point, become the 'breach owner'

8.3 If a breach is suspected to have taken place the following information will be required in order to assess the seriousness of the potential breach:

- The type of data involved
- How sensitive the data is
- If the data has been lost or stolen, whether there are any protections in place e.g. encryption
- What has happened to the data
- What could the data tell a third party about an individual
- The volume of data i.e. how many individuals' personal data are affected by the breach
- Who are the individuals whose data has been breached
- What harm can come to those individuals

- Are there wider consequences to consider e.g. loss of public confidence, negative publicity, financial implications

8.4 If after the initial assessment a breach has been clearly identified then an incident response team should be co-ordinated by the Clerk in conjunction with the Chair of the Council. Between them they will consider the action to be taken to:

- Protect the interests of the affected individuals
- Ensure the continuing delivery of the service
- Protect the interests of the council
- Meet the requirements of the GDPR in terms of informing the Information Commissioner's Office

8.5 Breaches will require not just an initial response to investigate and contain the situation but also a recovery plan including, where necessary, damage limitation. Establish who needs to be made aware of the breach and inform them of what they are expected to do to assist in the containment exercise

9. Notifying the Information Commissioner's Office (ICO)

- 1.1 The GDPR places a duty on all organisations to report certain types of data breach to the Information Commissioner's Office.
- 1.2 In the case of a personal data breach the council shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the ICO, unless the personal data breach is **unlikely** to result in a risk to the rights and freedoms of natural persons. Where the notification to the ICO is not made within 72 hours, it shall be accompanied by reasons for the delay.
- 1.3 The GDPR states that a personal data breach should be reported to the ICO if the breach is likely to result in a risk to the rights and freedoms of the individuals concerned. By this it means discrimination, damage to reputation, financial loss, loss of confidentiality or any other significant economic or social disadvantage. It also requires that this is done on a case by case basis. If there is not a risk to rights and freedoms, the ICO does not need to be notified.
- 1.4 After carrying out a full assessment of the risk, the decision as to whether or not to inform the ICO would normally rest with the Chair of the Parish Council.
- 1.5 If the decision is to notify the ICO, the Parish Clerk will act as liaison with the ICO
- 1.6 The Chair and any other relevant members will need to consider whether any officer concerned with the breach will be subject to disciplinary procedures.
- 1.7 The notification referred to in paragraph 9.2 shall at least:
 - a) Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned
 - b) Communicate the name and contact details of the Clerk or other contact point where more information can be obtained
 - c) Describe the likely consequences of the personal data breach
 - d) Describe the measures taken or proposed to be taken by the council to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects
- 1.8 Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

- 1.9 The council shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken. That documentation shall enable the ICO to verify compliance with the GDPR.
- 1.10 Failing to notify a breach when required to do so can result in a significant fine up to 10 million Euros; this is at the discretion of the ICO.

10. Communication of a personal data breach to the data subject

- 10.1 When the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons, the council shall communicate the breach to the data subject without delay. This risk exists when the breach may lead to physical, material or non-material damage for the individuals whose data have been breached. Examples of such damage are:
- Discrimination
 - Identity theft or fraud
 - Financial loss
 - Damage to reputation
- 10.2 When the breach involves personal data that reveals racial or ethnic origin, political opinion, religion or philosophical beliefs, or trade union membership, or includes genetic data, data concerning health or data concerning sex life, or criminal convictions and offences or related security measures, such damage should be considered likely to occur.
- 10.4 The communication to the data subject shall describe in clear and plain language the nature of the breach and contain at least the information and the recommendations provided for in points (b), (c) and (d) of paragraph 9.7.
- 10.5 The communication to the data subject shall not be required if any of the following conditions are met:
- a) The councils have implemented appropriate technical and organisational protection measures, and that those measures were applied to the personal data affected by the breach, in particular those that render the personal data unintelligible to any person who is not authorised to access it, such as encryption
 - b) The councils have taken subsequent measures which ensure that the high risk to the rights and freedoms of data subjects is no longer likely to materialise
 - c) It would involve disproportionate effort. In such a case, there shall instead be a public communication or similar measure whereby the data subjects are informed in an equally effective manner.
- 10.6 The Parish Clerk should consider consulting the ICO to seek advice about informing data subjects about a breach and on the appropriate messages to be sent to, and the most appropriate way to contact, individuals.
- 10.7 Consideration also needs to be given to any prospective equality issues that may arise from a breach e.g. the vulnerability of an individual affected by the breach.

11. Post breach evaluation

- 11.1 Once the immediate breach response actions have been completed it is important not only to investigate the causes of the breach, but to also evaluate the effectiveness of the response. Carrying on 'business as usual' may not be acceptable if systems, policies or allocation of responsibilities was found

to be at fault. Improvements should be instigated as soon as possible and should be communicated to staff and recorded so the council can be seen to have reacted in a responsible manner.

11.2 Those investigations into the cause of the loss of data should consider any staff capability or training issues that may be indicated and where appropriate, action may be considered under the council's disciplinary procedure.

11.3 If the breach was caused, even in part, by systemic and ongoing problems, then action will need to be taken and procedures in place to prevent any recurrence in the future

PRIVACY NOTICE

For staff*, councillors and Role Holders**

*"Staff" means employees, workers, agency staff and those retained on a temporary or permanent basis

**Includes, volunteers, contractors, agents, and other role holders within the council including former staff* and former councillors. This also includes applicants or candidates for any of these roles.

Your personal data – what is it?

"Personal data" is any information about a living individual which allows them to be identified from that data (for example a name, photograph, video, email address, or address). Identification can be directly using the data itself or by combining it with other information which helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a separate list of the ID numbers which give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the "GDPR") and other legislation relating to personal data and rights such as the Human Rights Act.

Who are we?

This Privacy Notice is provided to you by Lapley, Stretton and Wheaton Aston Parish Council which is the data controller for your data.

The council works together with:

- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies

We may need to share personal data we hold with them so that they can carry out their responsibilities to the council and our community. The organisations referred to above will sometimes be "joint data controllers". This means we are all responsible to you for how we process your data where for example two or more data controllers are working together for a joint purpose. If there is no joint purpose or collaboration then the data controllers will be independent and will be individually responsible to you.

The council will comply with data protection law. This says that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

What data do we process?

- Names, titles, and aliases, photographs.
- Start date / leaving date
- Contact details such as telephone numbers, addresses, and email addresses.
- Where they are relevant to our legal obligations, or where you provide them to us, we may process information such as gender, age, date of birth, marital status, nationality, education/work history, academic/professional qualifications, employment details, hobbies, family composition, and dependants.
- Non-financial identifiers such as passport numbers, driving licence numbers, vehicle registration numbers, taxpayer identification numbers, staff identification numbers, tax reference codes, and national insurance numbers.
- Financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers.
- Financial information such as National Insurance number, pay and pay records, tax code, tax and benefits contributions, expenses claimed.
- Other operational personal data created, obtained, or otherwise processed in the course of carrying out our activities, including but not limited to, CCTV footage, recordings of telephone conversations, IP addresses and website visit histories, logs of visitors, and logs of accidents, injuries and insurance claims.
- Next of kin and emergency contact information
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process and referral source (e.g. agency, staff referral))
- Location of employment or workplace.
- Other staff data (not covered above) including; level, performance management information, languages and proficiency; licences/certificates, immigration status; employment status; information for disciplinary and grievance proceedings; and personal biographies.
- CCTV footage and other information obtained through electronic means such as swipecard records.
- Information about your use of our information and communications systems.

We use your personal data for some or all of the following purposes: -

Please note: We need all the categories of personal data in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations.

- Making a decision about your recruitment or appointment.

- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Providing any contractual benefits to you
- Liaising with your pension provider.
- Administering the contract we have entered into with you.
- Management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.
- Assessing qualifications for a particular job or task, including decisions about promotions.
- Conducting grievance or disciplinary proceedings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.
- To undertake activity consistent with our statutory functions and powers including any delegated functions.
- To maintain our own accounts and records;
- To seek your views or comments;
- To process a job application;
- To administer councillors' interests
- To provide a reference.

Our processing may also include the use of CCTV systems for monitoring purposes.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal data.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we have entered into with you.

- Where we need to comply with a legal obligation.

We may also use your personal data in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest [or for official purposes].

How we use sensitive personal data

- We may process sensitive personal data relating to staff, councillors and role holders including, as appropriate:
 - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
 - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
 - in order to comply with legal requirements and obligations to third parties.
- These types of data are described in the GDPR as "Special categories of data" and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- We may process special categories of personal data in the following circumstances:
 - In limited circumstances, with your explicit written consent.
 - Where we need to carry out our legal obligations.
 - Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our pension scheme.
 - Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
- Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Do we need your consent to process your sensitive personal data?

- We do not need your consent if we use your sensitive personal data in accordance with our rights and obligations in the field of employment and social security law.
- In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.
- You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

Information about criminal convictions

- We may only use personal data relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.
- Less commonly, we may use personal data relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.
- We will only collect personal data about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so.

What is the legal basis for processing your personal data?

Some of our processing is necessary for compliance with a legal obligation.

We may also process data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract.

We will also process your data in order to assist you in fulfilling your role in the council including administrative support or if processing is necessary for compliance with a legal obligation.

Sharing your personal data

Your personal data will only be shared with third parties including other data controllers where it is necessary for the performance of the data controllers' tasks or where you first give us your prior consent. It is likely that we will need to share your data with:

- Our agents, suppliers and contractors. For example, we may ask a commercial provider to manage our HR/ payroll functions , or to maintain our database software;
- Other persons or organisations operating within local community.
- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies
- Professional advisors
- Trade unions or employee representatives

How long do we keep your personal data?

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

Your responsibilities

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us.

Your rights in connection with personal data

You have the following rights with respect to your personal data: -

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

The right to access personal data we hold on you

- At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month.
- There are no fees or charges for the first request but additional requests for the same personal data or requests which are manifestly unfounded or excessive may be subject to an administrative fee.

1. *The right to correct and update the personal data we hold on you*

- If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.

2. *The right to have your personal data erased*

- If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.
- When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).

3. *The right to object to processing of your personal data or to restrict it to certain purposes only*

- You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.

4. *The right to data portability*

- You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.

5. *The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained*

- You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).

6. *The right to lodge a complaint with the Information Commissioner's Office.*

- You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Transfer of Data Abroad

Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. [Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas].

Further processing

If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing, if we start to use your personal data for a purpose not mentioned in this notice.

Changes to this notice

We keep this Privacy Notice under regular review and we will place any updates on www.wheatonastonparishcouncil.gov.uk.

This notice will be reviewed every two years

Implemented: July 2018

Reviewed: May 2020 , July 2022, July 2024

Contact Details

Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you or to exercise all relevant rights, queries or complaints at:

The Data Controller, Lapley, Stretton and Wheaton Aston Parish Council

Email: office@wheatonastonparishcouncil.gov.uk

You can contact the Information Commissioners Office on 0303 123 1113 or via email

<https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Employment records: retention and erasure guidelines.

ABOUT THESE GUIDELINES

These guidelines are to be reviewed every two years

These guidelines support the Data Protection Policy of Lapley, Stretton and Wheaton Aston Parish Council.

The guidelines are intended to ensure that we process personal data in the form of employment records in accordance with the personal data protection principles, that:

- Personal data must be collected only for **specified, explicit and legitimate** purposes. It must not be further processed in any manner **incompatible** with those purposes.
- Personal data be processed **fairly, lawfully and transparently**.
- Personal data must be **adequate, relevant and limited to what is necessary** in relation to the purposes for which it is processed. When personal data is no longer needed for specified purposes, it is deleted or anonymised as provided by these guidelines.
- Personal data must be **accurate and, where necessary, kept up to date**. It must be corrected or deleted without delay when inaccurate.
- Personal Data must not be kept in an identifiable form for **longer than is necessary** for the purposes for which the data is processed.
- Personal Data must be secured by **appropriate technical and organisational measures** against unauthorised or unlawful processing, and against accidental loss, destruction or damage.

Amy Watson is responsible for overseeing these guidelines.

KEEPING INFORMATION UP TO DATE

We need to ensure that your personal details are up to date and accurate.

When you first start working for us we record your name, address, next of kin and contact telephone details.

If any of these changes you should inform Amy Watson. These provisions are intended to complement the employee rights referred to in Data Protection Policy.

GENERAL PRINCIPLES ON RETENTION AND ERASURE

Our approach to retaining employment records is to ensure that we comply with the data protection principles referred to in these guidelines and to ensure that:

- Employment records are regularly reviewed to ensure that they remain adequate, relevant and limited to what is necessary to facilitate you working for us.

- Employment records are kept secure and are protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. Where appropriate we will use anonymisation to prevent identification of individuals.
- When records are destroyed, whether held as paper records or in electronic format, we will ensure that they are safely and permanently erased.

RETENTION AND ERASURE OF RECRUITMENT DOCUMENTS

We retain personal information following recruitment exercises to demonstrate, if required, that candidates have not been discriminated against on prohibited grounds and that recruitment exercises are conducted in a fair and transparent way.

Following a recruitment exercise information, in both paper and electronic form, will be held by Amy Watson. Destruction of that information will take place in accordance with these guidelines.

RETENTION AND ERASURE OF EMPLOYMENT RECORDS

We have had regard to recommended retention periods for employment records set out in legislation, referred to in the table below. However, it also has regard to legal risk and may keep records for up to seven years (and in some instances longer) after your employment or work with us has ended.

Type of employment record	Retention period
<p>Recruitment records</p> <p>These may include:</p> <p>Completed online application forms or CVs.</p> <p>Equal opportunities monitoring forms.</p> <p>Assessment exercises or tests.</p> <p>Notes from interviews and short-listing exercises.</p> <p>Pre-employment verification of details provided by the successful candidate. For example, checking qualifications and taking up references. (These may be transferred to a successful candidate's employment file.)</p> <p>Criminal records checks. (These may be transferred to a successful candidate's employment file if they are relevant to the ongoing relationship.)</p>	<p>Six months after notifying candidates of the outcome of the recruitment exercise.</p>
Immigration checks	<p>Three years after the termination of employment.</p>
Contracts	
<p>These may include:</p> <p>Written of employment.</p> <p>Contracts of employment or other contracts.</p> <p>Documented changes to terms and conditions.</p>	<p>While employment continues and for seven years after the contract ends.</p>
Collective agreements	
<p>Collective workforce agreements and past agreements that could affect present employees.</p>	<p>Any copy of a relevant collective agreement retained on an employee's record will remain while employment continues and for seven years after employment ends.</p>

Type of employment record	Retention period
Payroll and wage records	
Payroll and wage records Details on overtime. Bonuses. Expenses. Benefits in kind.	These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.
Current bank details	Bank details will be deleted as soon after the end of employment as possible once final payments have been made
PAYE records	These must be kept for at least three years after the end of the tax year to which they relate. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.
[Payroll and wage records for companies]	[These must be kept for six years from the financial year-end in which payments were made. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.]
[Payroll and wage records for unincorporated businesses]	[These must be kept for five years after 31 January following the year of assessment. However, given their potential relevance to pay disputes they will be retained for seven years after employment ends.]
Records in relation to hours worked and payments made to workers	These must be kept for three years beginning with the day on which the pay reference period immediately following that to which they relate ends. However, given their potential relevance to pay disputes they will be retained for seven years after the working relationship ends.
Travel and subsistence.	While employment continues and for seven years after employment ends.
Record of advances for season tickets and loans to employees	While employment continues and for seven years after employment ends.
Personnel records	
These include: Qualifications/references. Consents for the processing of special categories of personal data. Annual leave records. Annual assessment reports. Disciplinary procedures.	While employment continues and for seven years after employment ends.

Type of employment record	Retention period
Grievance procedures. Death benefit nomination and revocation forms. Resignation, termination and retirement.	
Records in connection with working time	
Working time opt-out	Three years from the date on which they were entered.
Records to show compliance, including: Time sheets for opted-out workers. Health assessment records for night workers.	Three years after the relevant period.
Maternity records	
These include: Maternity payments. Dates of maternity leave. Period without maternity payment. Maternity certificates showing the expected week of confinement.	Four years after the end of the tax year in which the maternity pay period ends.
Accident records	
These are created regarding any reportable accident, death or injury in connection with work.	For at least four years from the date the report was made.

Implemented: July 2018

Reviewed: May 2020, July 2022, July 2024

Information security guidelines/ procedures

Acceptable use of information and physical assets

- 1) Information must **only** be accessed/ used by authorised employees or councillors where there is a justifiable business/ official need to do so.
- 2) Information must **not** be shared with any other employee or third party unless there is a justifiable business/ official need to do so.
- 3) Be careful of who is within 'earshot' when discussing council business.
- 4) Be mindful of telephone callers seeking information about individuals. Be wary of the risk of 'phishing' emails which purport to come from a genuine source seeking information about individuals or that ask you to make a payment. If in doubt always seek to verify the authenticity of the caller or email sender.
- 5) Do not use your own personal device to process council related information.
- 6) Do not allow any other person (apart from the administrator) to know your password to access any computer system where information is held.
- 7) Ensure that your password cannot be easily guessed. Avoid names of your children, spouse, partner, etc.
- 8) Change your password periodically.
- 9) Do not use the same password for council purposes as you do for personal accounts.
- 10) Do not use the council's email service for personal communications.
- 11) Do not use the council internet service for personal use.
- 12) Employees must not, under any circumstances, download/ install software on to council issued hardware.
- 13) Non –council issued removable media such as USB sticks must not be inserted in to council computers.

Physical security

- 1) Entry controls -no one should access the council offices without authority. Visitors should be collected and returned to reception.
- 2) Desks and cupboards -employees should, where possible, adopt a 'clean desk' policy. Only that (paper based) personal information that is being worked on at the time should be on an employee's desk.
- 3) Screens – these should be turned away so that only those people who justifiably need to see information can view it.
- 4) Overnight procedure- PC's should be shut down at night. Other personal information should be filed away, and cupboards kept locked when the office is closed.

Disposal of records

- 1) Methods of disposal- paper documents that contain personal information should be shredded; electronic records securely erased. Hardware should be erased of all information before disposal.

Transmission.

- 1) Employees should ensure that they have the correct email address before clicking send. If sending documents by post, then addresses should be checked before placing in the post.

Data Processors

These are external organisations the council may instruct to process information on our behalf. If we use a processor then we **must** ensure there is a written contract in place governing the processing. The contract will need to deal with the following matters:

- 1) the technical and organisational measures they have in place to ensure that there is no unauthorised processing (or loss, damage or destruction) of personal data;
- 2) that they should not engage another processor without our authorisation;
- 3) the subject-matter and duration of the processing, its nature and purpose, the type of personal data and categories of employees etc;
- 4) that they only act on documented instructions from us;
- 5) that their employees have committed themselves to confidentiality;
- 7) how between us we will deal with a request for access to their data;
- 8) what will happen to the data when the processing finishes i.e. is it to be destroyed/ erased or returned to us, and,
- 9) that they allow us to audit them to see that they do have measures in place to keep employee information safe and that they are complying with those measures.

These guidelines are to be reviewed every two years

GDPR rights of individuals (employees, residents etc.)

Response procedures

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About these procedures

1.1 Individuals have certain rights in respect of *their* personal data. These procedures provide a framework for responding to requests from individuals to exercise those rights.

1.2 For the purposes of these procedures, "personal data" means any information relating to an identified or identifiable individual. An identifiable Individual is one who can be identified, directly or indirectly, by reference to an 'identifier', such as their name, identification number or online identifier. "Processing" means any operation or set of operations that is performed on personal data, such as collection, use, storage, dissemination and destruction.

Responding to requests to access personal data

2.1 Individuals have the right to request access to their personal data processed by us. Such requests are called **subject access requests** (SARs) and will typically come from an employee. When an Individual makes a SAR, we shall take the following steps:

- (a) log the date on which the request was received (to ensure that the relevant timeframe of **one month** for responding to the request is met);
- (b) confirm (by taking reasonable measures to verify) the identity of the Individual who is the subject of the personal data;
- (c) search databases, systems, applications and other places where the personal data which are the subject of the request may be held; and
- (d) confirm to the Individual **whether** their personal data is being processed.

If personal data of the Individual is being processed [this includes simple storage], we shall provide them with the following information in a **concise, transparent, intelligible and easily accessible** form, using **clear and plain language**, in writing or by other (including electronic) means:

- (e) the purposes [why] of the processing;
- (f) the categories of personal data concerned;
- (g) the recipients or categories of recipient to whom the personal data has been or will be disclosed;
- (h) where possible, the envisaged period for which their personal data will be stored, or, if not possible, the criteria used to determine that period;
- (i) the existence of the right to request rectification or erasure of personal data or restriction of processing of personal data or to object to such processing;
- (j) the right to lodge a complaint with the Information Commissioner's Office (ICO);
- (k) where the personal data was not collected from the individual, any available information as to their source;
- (l) (where applicable) the existence of any automated decision-making and meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for them; and
- (m) where personal data are transferred outside the EU, details of the appropriate safeguards to protect the personal data.

2.2 We shall also, unless there is an exemption (see paragraph 9 below), provide the Individual with a copy of the personal data processed by us in a **commonly used electronic form** (unless they either did not make the request by electronic means or they have specifically requested not to be provided with the copy in electronic form) within **one month** of receipt of the request. If the request is complex, or there are several requests, we may extend the period for responding by a further two months. If we extend the period for responding, we shall inform the Individual within one month of receipt of the request and explain the reason(s) for the delay.

2.3 Before providing the personal data to the Individual making the SAR, we shall review the personal data requested to see if they contain the personal data of other Individuals. If they do, we may redact the personal data of those other Individuals prior to providing the Individual with their personal data, unless those other Individuals have consented to the disclosure of their personal data. **In these situations, we should consult the ICO website – www.ico.gov.uk or take legal advice.**

2.4 If the SAR is manifestly unfounded or excessive, for example, because of its repetitive character, we may charge a reasonable fee, considering the administrative costs of providing the personal data, or refuse to act on the request.

2.5 If we are not going to respond to the SAR, we shall inform the Individual of the reason(s) and of the possibility of lodging a complaint with the ICO.

Responding to requests to rectify personal data

3.1 Individuals [this may arise after they have been provided with a copy of their information] have the right to have any inaccurate personal data rectified. Rectification can include having incomplete personal data completed, for example, by the Individual providing a supplementary statement regarding the data. Where such a request is made, we shall, unless there is an exemption (see paragraph 9 below), rectify the personal data without undue delay.

3.2 **We shall also communicate the rectification of the personal data to each recipient** to whom the personal data have been disclosed (for example, any third-party service providers who process the data on our behalf), unless this is impossible or involves disproportionate effort. We shall also inform the Individual about those recipients if the Individual requests it.

Responding to requests for the erasure of personal data

4.1 Individuals have the right, in certain circumstances, to request that we erase their personal data. Where such a request is made, we shall, unless there is an exemption (see paragraph 9 below), erase the personal data without undue delay if:

- (a) the personal data is **no longer needed** [by us] in relation to the purposes for which they were collected or otherwise processed;
- (b) the Individual withdraws their consent to the processing of their personal data and consent was the basis on which the personal data was processed and there is no other legal basis for the processing;
- (c) the Individual objects to the processing of their personal data based on our legitimate interests unless **we** can show either compelling legitimate grounds for the processing which override their interests, rights and freedoms, or we are processing the data for the establishment, exercise or defence of legal claims;
- (d) the Individual objects to the processing of their personal data for direct marketing purposes;
- (e) the personal data have been unlawfully processed, or;
- (f) the personal data must be erased for compliance with a legal obligation to which we are subject.

4.2 When an Individual makes a request for erasure in the circumstances set out above, we shall, unless there is an exemption (see paragraph 4.5 and paragraph 9 below), take the following steps:

- (a) log the date on which the request was received (to ensure that the relevant timeframe of **one month** for responding to the request is met);
- (b) confirm the identity of the Individual who is the subject of the personal data. We may request additional information from the Individual to do this;
- (c) search databases, systems, applications and other places where the personal data which are the subject of the request may be held and erase such data within one month of receipt of the request. If the request is complex, or there are several requests, we may extend the period for responding by

a further two months. If we extend the period for responding, we shall inform the Individual within one month of receipt of the request and explain the reason(s) for the delay;

- (d) where we have made the personal data public, **we must, taking reasonable steps, including technical measures, inform those who are processing** the personal data that the Individual has requested the erasure by them of any links to, or copies or replications of, those personal data; and
- (e) communicate the erasure of the personal data to each recipient to whom the personal data has been disclosed unless this is impossible or involves disproportionate effort. We shall also inform the Individual about those recipients if the Individual requests it.

4.3 If the request is manifestly unfounded or excessive, for example, because of its repetitive character, we may charge a reasonable fee, considering the administrative costs of erasure, or refuse to act on the request.

4.4 If we are not going to respond to the request, we shall inform the Individual of the reasons and of the possibility of lodging a complaint with the ICO.

4.5 In addition to the exemptions in paragraph 9 below, we can also refuse to erase the personal data to the extent processing is necessary:

- (a) for exercising the right of freedom of expression and information;
- (b) for compliance with a legal obligation which requires processing by law and to which we are subject;
or
- (c) for the establishment, exercise or defence of legal claims.

Responding to requests to restrict the processing of personal data

5.1 Individuals have the right, unless there is an exemption (see paragraph 9 below), to restrict the processing of their personal data if:

- (a) the Individual contests the accuracy of the personal data, -for a period to allow us to verify the accuracy of the personal data;
- (b) the processing is unlawful, and the Individual opposes the erasure of the personal data and requests the restriction of their use instead;
- (c) we no longer **need** the personal data for the purposes we collected them, but they are required by the Individual for the establishment, exercise or defence of legal claims; and
- (d) the Individual has objected to the processing, pending verification of whether we have legitimate grounds to override their objection.

5.2 Where processing has been restricted, we shall only process the personal data (excluding storing them):

- (a) with the individual's consent;
- (b) for the establishment, exercise or defence of legal claims; (c) for the protection of the rights of another person.

5.3 Prior to lifting the restriction, we shall inform the Individual of the lifting of the restriction.

5.4 We shall communicate the restriction of processing of the personal data to each recipient to whom the personal data have been disclosed, unless this is impossible or involves disproportionate effort. We shall also inform the Individual about those recipients if the Individual requests it.

Responding to requests for the portability of personal data

[this is unlikely to apply to the PC]

6.1 Individuals have the right, in certain circumstances, to receive their personal data that they have provided to us in a structured, commonly used and machine-readable format that they can then transmit to another company. Where such a request is made, we shall, unless there is an exemption (see paragraph 9 below), provide the personal data without undue delay if:

- (a) the legal basis for the processing of the personal data is **consent** or pursuant to a **contract**; and
- (b) our processing of those data is automated.

6.2 When an Individual makes a request for portability in the circumstances set out above, we shall take the following steps:

- (a) log the date on which the request was received (to ensure that the relevant timeframe of one month for responding to the request is met);
- (b) confirm the identity of the Individual who is the subject of the personal data. We may request additional information from the Individual to confirm their identity; and
- (c) search databases, systems, applications and other places where the personal data which are the subject of the request may be held and provide the Individual with such data (or, at their request, transmit the personal data directly to another company, where technically feasible) within one month of receipt of the request. If the request is complex, or there are a number of requests, we may extend the period for responding by a further two months. If we extend the period for responding, we shall inform the Individual within one month of receipt of the request and explain the reason(s) for the delay.

6.3 If the request is manifestly unfounded or excessive, for example, because of its repetitive character, we may charge a reasonable fee, considering the administrative costs of providing or transmitting the personal data, or refuse to act on the request.

6.4 If we are not going to respond to the request, we shall inform the Individual of the reasons and of the possibility of lodging a complaint with the ICO.

Responding to objections to the processing of personal data

- 7.1 Individuals have the right to object to the processing of their personal data where such processing is based on our legitimate interests unless we either:
- (a) can show compelling legitimate grounds for the processing which override their interests, rights and freedoms; or
 - (b) are processing the personal data for the establishment, exercise or defence of legal claims.
- 7.2 Individuals also have the right to object to the processing of their personal data for scientific or historical research purposes, or statistical purposes.
- 7.3 Where such an objection is made, we shall, unless there is an exemption (see paragraph 9 below), no longer process the client's personal data.
- 7.4 Where personal data are processed for direct marketing purposes, Individuals have the right to object at any time to the processing of their personal data for such marketing. If an Individual makes such a request, we shall stop processing the personal data for such purposes.

Responding to requests not to be subject to automated decision-making
(unlikely to apply to the PC)

- 8.1 Individuals have the right, in certain circumstances, not to be subject to a decision based solely on the automated processing of their personal data, if such decision produces legal effects concerning them or similarly significantly affects them. Where such a request is made, we shall, unless there is an exemption (see paragraph 9 below), no longer make such a decision unless it:
- (a) is necessary for entering into, or the performance of, a contract between us and them;
 - (b) is authorised by applicable law which lays down suitable measures to safeguard their rights, freedoms and legitimate interests; or (c) is based on their explicit consent.

8.2 If the decision falls within paragraph 8.1(a) or paragraph 8.1(c), we shall implement suitable measures to safeguard their rights, freedoms and legitimate interests, including the right to obtain human intervention, to express their point of view and to contest the decision.

Exemptions

9.1 Before responding to any request, we shall check whether there are any exemptions that apply to the personal data that are the subject of the request. Exemptions may apply where it is necessary and proportionate not to comply with the requests described above to safeguard:

- (a) national security;
- (b) defence;
- (c) public security;
- (d) the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security;
- (e) other important objectives of general national public interest, an important national economic or financial interest, including monetary, budgetary and taxation matters, public health and social security;
- (f) the protection of judicial independence and judicial proceedings;
- (g) the prevention, investigation, detection and prosecution of breaches of ethics for regulated professions;
- (h) a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority in the cases referred to in paragraph 9.1(a) and paragraph 9.1(g) above;
- (i) the protection of the Individual or the rights and freedoms of others; or (j) the enforcement of civil law claims.

This policy is to be reviewed every two years

Implemented: July 2018

Reviewed: May 2020, July 2022, July 2024

Lapley, Stretton & Wheaton Aston Parish Council currently has three Noticeboards which are located:

- On Lapley Village Green, Lapley
- On the wall of Wheaton Aston Village Hall, Wheaton Aston
- On the Stretton Road opposite the War Memorial, Stretton.

The purpose of this policy is to

- facilitate the provision of information of interest to the residents and visitors of the Parish of Lapley, Stretton & Wheaton Aston
- provide guidelines for usage of Lapley, Stretton & Wheaton Aston Parish Council noticeboards and the material which can be displayed.
- Put a process in place for the display and removal of notices.

The Parish Council has the right to deny the posting of any information that does not adhere to the following guidelines:

- Only notices publicising activities and events or statutory public documents of non-profit, non-political organisations may be posted.
- Notices must publicise activities or events that are occurring within Lapley, Stretton & Wheaton Aston Parish and its immediate neighbours and have specific relevance to the community.
- Information to be displayed in a language other than English must be accompanied by a brief summary of the information provided in English.
- The organisation responsible for issuing the notice must be clearly visible on the notice.
- The Parish Council reserves the right not to display any notice it considers inappropriate.
- The Parish Council takes no responsibility for the accuracy of notices placed on the notice boards by third parties.

As space is limited, posters and leaflets should be displayed according to the following priorities and criteria:

1. Lapley, Stretton & Wheaton Aston Parish Council information
2. General Public Information notices (e.g. South Staffs. Council, Staffs. Police notices)
3. Information specific to Lapley, Stretton & Wheaton Aston (e.g. meetings/events of local groups and charities)
4. Information relating to the surrounding areas which may be of interest to Lapley, Stretton & Wheaton Aston Residents.

The Parish Manager and Assistant Clerk are responsible for, ensuring all notices meet the above criteria, are informative and appropriate to be displayed, and also for taking down out of date notices.

Implemented October 2019

Reviewed : October 2021

Reviewed: July 2024

RULES ON CONFIDENTIALITY – FOR INFORMATION ONLY

Summary

- 4.1 The July 2019 meeting of the Standards and Resources Committee at South Staffordshire District Council received a report on confidentiality and how it works. The Committee asked that this paper is adapted to reflect the rules on Parish Councils and is then distributed to Parishes. This is that paper. It is simply intended to assist Parish Councils on the Monitoring Officer's interpretation of the law and is not sought to be instructing on how matters should operate at Parishes as that is of course entirely a matter for the relevant Parish.
- 4.2 This paper came about as some District Members asked questions about the rules relating to confidentiality about District Council matters and specifically when matters are able to go in the public domain and when they can't. This report seeks to provide some information on these issues and also set out some of the potential consequences of a breach of these rules.
- 4.3 In short there are three distinct areas where confidentiality might apply:
 - 1) *In relation to Council decisions/meetings*
 - 2) *Prior to a decision being reached*
 - 3) *In relation to a legal duty of confidentiality or other legal restriction (eg Data Protection rules)*
- 4.4 Councillors may at times have access to confidential information and as such there are certain limited situations where the Parish Council may need to restrict sight of the papers and to restrict access to a

meeting discussing the papers in relation to a formal decision or prior to reaching that decision. A good example would be where authority is being sought to purchase or sell a property at a specific price, if the other party (or others) were to become aware of this it would adversely impact on the Parish Council's negotiating position; another is in relation to employment matters relating to staff employed by the Parish Council.

In relation to Council decisions/meetings

- 4.5 The main piece of legislation for Parish Councils on attendance of the press etc. is the Public Bodies (Admission to Meetings) Act 1960 ("PBA 1960"). This allows members of the public and press to attend meetings of certain public bodies, including local authorities.
- 4.6 The PBA 1960, permits parish councils (and community councils in Wales) to enter private or closed sessions. Section 1 states that a meeting of a parish council shall be open to the public unless the council excludes the public by resolution whenever publicity would be prejudicial to the public interest because of confidential business or for other "special reasons" (section 1(2)). This is less specific than the reasons that are used in relation to District Councils – a good example could be where an employment dispute is being discussed in relation to an employee of the Parish Council, another example could be in relation to confidential legal advice provided to the Parish Council regarding a dispute that it has.
- 4.7 These provisions have, in recent years, been built on through the Openness of Local Government Bodies Regulations 2014 for example through the ability for the public to film and record meetings.
- 4.8 I have for completeness copied the relevant provisions of the PBA 1960 below (as amended by the 2014 Regulations) – as at today's date:

(1) Subject to subsection (2) below, any meeting of a body exercising public functions, being a body to which this Act applies, shall be open to the public.

(2) A body may, by resolution, exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings; and where such a resolution is passed, this Act shall not require the meeting to be open to the public during proceedings to which the resolution applies.

(3) A body may under subsection (2) above treat the need to receive or consider recommendations or advice from sources other than members, committees or sub-committees of the body as a special reason why publicity would be prejudicial to the public interest, without regard to the subject or purport of the recommendations or advice; but the making by this subsection of express provision for that case shall not be taken to restrict the generality of subsection (2) above in relation to other cases (including in particular cases where the report of a committee or sub-committee of the body is of a confidential nature).

(3A) Where the public are excluded from a meeting of a relevant local government body under subsection (2), the body may also prevent any person from reporting on the meeting using methods—

(a) which can be used without that person's presence at the meeting, and

(b) which enable persons not present at the meeting to see or hear the proceedings at the meeting as it takes place or later.

(4) Where a meeting of a body is required by this Act to be open to the public during the proceedings or any part of them, the following provisions shall apply, that is to say,—

(a) public notice of the time and place of the meeting shall be given by posting it at the offices of the body (or, if the body has no offices, then in some central and conspicuous place in the area with which it is concerned) three clear days at least before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened;

(b) there shall, on request and on payment of postage or other necessary charge for transmission, be supplied for the benefit of any newspaper a copy of the agenda for the meeting as supplied to members of the body (but excluding, if thought fit, any item during which the meeting is likely not to be open to the public), together with such further statements or particulars, if any, as are necessary to indicate the nature of the items included or, if thought fit in the case of any item, with copies of any reports or other documents supplied to members of the body in connection with the item;

(c) while the meeting is open to the public, the body shall not have power to exclude members of the public from the meeting and duly accredited representatives of newspapers attending for the purpose of reporting the proceedings for those newspapers shall, so far as practicable, be afforded reasonable facilities for taking their report and, unless the meeting is held in premises not belonging to the body or not on the telephone, for telephoning the report at their own expense [;]5

[(d) in the case of a meeting of a relevant local government body, while the meeting is open to the public any person attending is to be permitted to report on the meeting.]5

[

(4A) Subsection (4)(d) does not require a relevant local government body to permit oral reporting or oral commentary on a meeting as it takes place if the person reporting or providing the commentary is present at the meeting.]6

(5) Where a meeting of a body is required by this Act to be open to the public during the proceedings or any part of them, and there is supplied to a member of the public attending the meeting, or in pursuance of paragraph (b) of subsection (4) above there is supplied for the benefit of a newspaper, any such copy of the agenda as is mentioned in that paragraph, with or without further statements or particulars for the purpose of indicating the nature of any item included in the agenda, the publication thereby of any defamatory matter contained in the agenda or in the further statements or particulars shall be privileged, unless the publication is proved to be made with malice.

(6) When a body to which this Act applies resolves itself into committee, the proceedings in committee shall for the purposes of this Act be treated as forming part of the proceedings of the body at the meeting.

(7) Any reference in this section to a newspaper shall apply also to a news agency which systematically carries on the business of selling and supplying reports or information to newspapers, and to any organisation which is systematically engaged in collecting news for sound or television broadcasts or for programme services (within the meaning of the Broadcasting Act 1990) other than sound or television broadcasting services [or, in the case of a relevant local government body, for use in electronic or any other format to provide news to the public by means of the internet]7 ; [but, subject to subsection (4)(d), nothing in this section]8 shall require a body to permit the taking of photographs of any proceedings, or the use of any means to enable persons not present to see or hear any proceedings (whether at the time or later), or the making of any oral report on any proceedings as they take place.

(8) The provisions of this section shall be without prejudice to any power of exclusion to suppress or prevent disorderly conduct or other misbehaviour at a meeting.

(9) In this Act—

“relevant local government body” means—

(a) the Council of the Isles of Scilly;

(b) a parish council; or

(c) a parish meeting of a parish which does not have a separate parish council;

“reporting” means—

(a) filming, photographing or making an audio recording of proceedings at a meeting;

(b) using any other means for enabling persons not present to see or hear proceedings at a meeting as it takes place or later; or

(c) reporting or providing commentary on proceedings at a meeting, orally or in writing, so that the report or commentary is available as the meeting takes place or later to persons not present.

(1) Any person who attends a meeting of a relevant local government body for the purpose of reporting on the meeting may use any communication method, including the internet, to publish, post or otherwise share the results of the person's reporting activities.

(2) Publication and dissemination may take place at the time of the meeting or occur after the meeting.

Prior to a decision being reached

- 4.9 In order to get a matter ready to go to the stage of a decision being reached at a meeting there will often have been a number of documents produced in order to get to that stage. Prior to the Freedom of Information Act 2000 (FOIA) there was no clear legal mechanism for this information to be made public (other than under the PBA 1960 above). I now seek to cover how the FOIA rules are likely to apply to certain types of information
- 4.10 A requester may ask for any information that is held by a public authority. However, this does not mean you are always obliged to provide the information. In some cases, there will be a good reason why you should not make public some or all of the information requested. You can refuse an entire request under the following circumstances:
- It would cost too much or take too much staff time to deal with the request (subject to specific amounts).
 - The request is “vexatious”.
 - The request repeats a previous request from the same person.
- 4.11 In addition, the Freedom of Information Act contains a number of exemptions that allow you to withhold information from a requester. In some cases it will allow you to refuse to confirm or deny whether you hold information. These can be split into absolute exemptions and qualified exemptions.
- 4.12 Under section 2 of FOIA, even where information has been properly found to be exempt under one of the qualified exemptions in FOIA (such as the qualified exemption for trade secrets and commercially sensitive information (section 43)), the duty to disclose continues *unless, in all the circumstances, the public interest in maintaining the exemption outweighs the public interest in disclosing the information*. FOIA does not entail a presumption in favour of disclosure.
- 4.13 If further information is needed on the FOIA exemptions these can be found on the ICO’s website [here](#).

In relation to a legal duty of confidentiality or other legal restriction (eg Data Protection rules)

- 4.14 The other circumstance that we need to cover are the restrictions imposed when a duty of confidentiality is imposed e.g. from another party, such as through a non-disclosure agreement in a commercial negotiation or through restrictions under the Data Protection legislation.
- 4.15 It is a broad principle of law that a person who has received information in confidence cannot take unfair advantage of it. That person must not make use of it to the prejudice of the person who gave the information without obtaining his consent. To be protected by the law of confidential information, information must be:
- a) Confidential in nature, meaning that it must have the "necessary quality of confidence".
 - b) Disclosed in circumstances importing an obligation of confidence
- 4.16 The rights conferred by the law of confidential information can be enforced against the recipient of the information. It can also be enforced against any subsequent third party recipient of that information, even where that third party had no knowledge of its confidential nature when it received the information but subsequently becomes aware of that fact.
- 4.17 A report was taken recently to the Standards and Resources Committee on the rules on Data Protection and the need to ensure that those rules are not breached – the recent report to the Committee on this can be seen [here](#).

Consequences of breach of confidentiality

- 4.18 There are 3 main areas that I wished to cover:
- a) Code of Conduct
 - b) Misfeasance in public office/Bribery
 - c) Data Protection rules/Action of breach of confidence

Code of Conduct

- 4.19 The Code of Conduct used by the District, and adopted by most Parish Councils, sets out clearly the conduct expected of members, one of these is to ensure that matters which are told in confidence are kept confidential. There will be times, for example in commercial matters, where disclosing that confidential matter could prejudice the Council's financial interests or others' interests.
- 4.20 The specific provision in the Code of Conduct is at paragraph 8:
- 8. Confidentiality - You must not—*
- (a) disclose information given to you in confidence by anyone, or information acquired by you which you believe, or ought reasonably to be aware, is of a confidential nature, except where—*
- (i) you have the consent of a person authorised to give it;*
 - (ii) you are required by law to do so; the disclosure is made to a third party for the purpose of obtaining professional advice provided that the third party agrees not to disclose the information to any other person; or*
 - (iii) the disclosure is—*
- (aa) reasonable and in the public interest; and*
 - (bb) made in good faith and in compliance with the reasonable requirements of the authority;*
- or*
- (b) prevent another person from gaining access to information to which that person is entitled by law.*
- 4.21 This provision applies where the Member is made aware that the information is confidential or where the Member ought reasonably to be aware of its confidential nature. As members will be aware whilst the penalties for breach of the Code of Conduct are more limited than they were prior to the Localism Act 2011 one power available for breach of the Code is to restrict the relevant member's future access to confidential

information. If Members are in doubt as to whether information is confidential or not they should ask the relevant officer.

Misfeasance in public office/Bribery

4.22 If Members disclosed matters that are confidential, and are known to be, then there is in theory also a potential risk of an offence, eg that of misconduct in a public office. It is a very serious, indictable-only offence carrying a maximum sentence of life imprisonment. The offence is reserved for cases of serious misconduct or deliberate failure to perform a duty that is likely to injure the public interest. This is most likely to be in situations where persons used information that they obtained as a councillor to benefit their own interests or those of others.

4.23 The elements of this offence were set out in the case of Attorney-General's Reference (No 3 of 2003) [2004] EWCA Crim 868 as:

- *A public officer, acting in that capacity.*
- *Wilfully neglecting to perform their duty (or wilfully misconducting themselves).*
- *To such a degree as to amount to an abuse of the public's trust in the office holder.*
- *Without reasonable excuse or justification.*

To establish wilful neglect or misconduct by a member, there has to be:

- *an awareness of the duty to act; or*
- *subjective recklessness about the existence of the duty.*

4.31 The test is subjective, so the member is judged by his own standards. Before a Member can be considered to be liable, they must be **aware** of the risk that they are running. The knowledge or appreciation of risk of some damage must have entered the Member's mind, even though he may have suppressed it. The defendant's motive and the likely consequences of the breach (viewed subjectively) may be relevant to assessing whether an individual Member's conduct is ***so far below acceptable standards that it amounts to an abuse of the public's trust in the member.***

4.32 An example of this is the case of R v Sprechley [2004] EWCA Crim 3067, where the leader of the council was found to have dishonestly failed to disclose an interest when pressing for a particular route for a road that passed near land owned by him. The value of his land would have increased as a result of the proposal. He was sentenced to 18 months' imprisonment and ordered to pay £25,000 costs (on appeal, this was reduced to £10,000). In attempting to influence the route, his motivation was dishonest in that he was motivated by considerations of personal advantage to a significant degree.

4.33 The other aspect that Members need to be aware of are the rules relating to bribery/fraud etc. and the passing on of information to others. If confidential information were passed on or actions were taken as a Member influenced by others promise or reward etc. then there would be a risk of committing an offence under the Bribery Act 2010 and other related legislation – please see the guidance on the District Council's website [here](#).

Data Protection rules/Action of breach of confidence

4.34 Parishes Councillors will be aware of the much stronger penalties now available for breach of Data Protection rules as illustrated by recent press coverage of issues concerning British Airways. In addition if information has been passed under a duty of confidence then there is the possibility of a private legal action by a relevant party to prevent disclosure of information passed under a duty of confidence.

Summary

4.35 The starting point for Parish Councils will generally be a desire to be open and transparent, however there are a limited number of situations where either legally or for good policy reasons it is not in the public

interest to disclose all of the information it holds at that moment in time. By virtue of their position Parish Councillors will be entitled to see information that they will at times need to keep confidential such as information relating to an individual e.g. in an employment matter.

Report prepared by: South Staffs Council – Monitoring Officer (Corporate Director Governance)

Signed by to indicate that the report has been read, understood and the advice will be followed
July 2024

WHISTLEBLOWING POLICY

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Policy

It is important that any fraud, misconduct or wrongdoing by staff or others working on behalf of the council is reported and properly dealt with. We therefore require all individuals to raise any concerns that they may have about the conduct of others in the council. This policy sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

Background

The Public Interest Disclosure Act 1998 amended the Employment Rights Act 1996 to provide protection for workers who raise legitimate concerns about specified matters in the public interest. These are called "qualifying disclosures". A qualifying disclosure is one made by an employee who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above;

is being, has been, or is likely to be, committed. It is not necessary for you to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. You have no responsibility for investigating the matter - it is the council's responsibility to ensure that an investigation takes place.

If you make a protected disclosure you have the right not to be dismissed, subjected to any other detriment, or victimised, because you have made a disclosure. We encourage you to raise your concerns under this procedure in the first instance.

Principles

- Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Staff and others working on behalf of the council should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.
- Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to the person who raised the issue.

- No employee or other person working on behalf of the council will be victimised for raising a matter under this procedure. This means that the continued employment and opportunities for future promotion or training of the worker will not be prejudiced because they have raised a legitimate concern.
- Victimisation of an individual for raising a qualified disclosure will be a disciplinary offence.
- If misconduct is discovered as a result of any investigation under this procedure our disciplinary procedure will be used, in addition to any appropriate external measures.
- Maliciously making a false allegation is a disciplinary offence.
- An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, you should not agree to remain silent. You should report the matter to the Clerk or the Chair of the Council.

Procedure

If you believe a Councillor has breached the councillor Code of Conduct, then raise it with the Clerk and Chair of the Council. Concerns relating to an alleged breach of the councillor Code of Conduct will be referred to the Monitoring Officer for investigation.

This procedure is for disclosures about matters other than a breach of your own contract of employment, which should be raised via the Grievance Procedure.

Stage 1

In the first instance, any concerns should be raised with the Clerk, who will arrange an investigation of the matter. The investigation may involve you and other individuals involved giving a written statement. Any investigation will be carried out in accordance with the principles set out above. Your statement will be taken into account, and you will be asked to comment on any additional evidence obtained.

The Clerk (or delegated officer) will take any necessary action, including reporting the matter to the Council, or any appropriate government department or regulatory agency. The Clerk (or delegated officer) will also invoke any disciplinary action if required. On conclusion of any investigation, insofar as confidentiality allows, you will be told the outcome and what the council has done, or proposes to do, about it. If no action is to be taken, the reason for this will be explained.

Stage 2

If you are concerned that the Clerk is involved in the wrongdoing, has failed to make a proper investigation or has failed to report the outcome of the investigations to the relevant person, you should escalate the matter to the Chair of the Council. The Chair will arrange for a review of the investigation to be carried out, make any necessary enquiries.

Stage 3

If on conclusion of stages 1 and 2 you reasonably believe that the appropriate action has not been taken, you should report the matter to the relevant body. This includes:

- HM Revenue & Customs
- The Health and Safety Executive
- The Environment Agency
- The Serious Fraud Office
- The Charity Commission
- The Pensions Regulator
- The Information Commissioner
- The Financial Conduct Authority

You can find the full list in The Public Interest Disclosure (Prescribed Persons) Order 2014:

www.gov.uk/government/uploads/system/uploads/attachment_data/file/496899/BIS-16-79-blowing-the-whistle-to-a-prescribed-person.pdf

Data protection

When an individual makes a disclosure, we will process any personal data collected in accordance with the data protection policy. Data collected from the point at which the individual makes the report is held securely and accessed by, and disclosed to, individuals only for the purposes of dealing with the disclosure.

This is a non-contractual procedure which will be reviewed from time to time.

Date of policy: May 2020

Date of review: July 2022

Date of review: July 2024

Approving committee: Full Council

Date for next review: July 2026

— policy ends here —

Notes

The wording of this policy is based on an employee’s statutory right to make a disclosure in the public interest.

Adopting and applying this policy as it stands will support the council to comply with this right.

Legal considerations

An employee making a genuine disclosure under this policy is protected from victimisation and any unfavourable treatment. If a member of staff believes they have been treated differently because they have made a disclosure, they may be able make a claim to an Employment Tribunal irrespective of whether they are a casual, fixed term worker, or an established member of staff.

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 is an example of an employment policy designed for a small council adhering to statutory minimum requirements and does not constitute legal advice. As with all policies it should be consistent with your terms and conditions of employment.

This document was commissioned by the National Association of Local Councils (NALC) in 2019 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.

This document has been written by the HR Services Partnership – a company that provides HR advice and guidance to town and parish councils. Please contact them on 01403 240 205 for information about their services.

PATERNITY LEAVE AND PAY POLICY

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Purpose and scope

The purpose of this policy and procedure is to provide clear information about our paternity provisions. This document sets out our policy on paternity leave and pay.

When you discover your partner is pregnant, you should make the council aware so that you can be briefed on your entitlements. Ordinary paternity leave is also available to adoptive parents (either the adoptive father or the adoptive mother) where a child is matched or newly placed with them for adoption.

Eligibility

To qualify for ordinary paternity leave and pay, you will need to have at least 26 weeks service by the end of the 15th week before the expected week of childbirth (EWC) or ending with the week in which you were notified of having been matched with the child. You must also have, or expect to have, responsibility for the upbringing of the child.

Ante-natal appointments

An expectant father or the partner (including same sex) of a pregnant woman is entitled to take unpaid time off work to accompany the woman to up to 2 of her ante-natal appointments. The time off is capped at six and a half hours for each appointment. "Partner" includes the spouse or civil partner of the pregnant woman and a person (of either sex) in a long-term relationship with her. The right applies whether the child is conceived naturally or through donor insemination. It also extends to those who will become parents through a surrogacy arrangement if they expect to satisfy the conditions, and intend to apply, for a Parental Order for the child born through that arrangement.

Employees who are adopting a child are entitled to take time off to attend adoption appointments.

You should endeavour to give the council as much notice as possible of when you need the time off for the antenatal appointment. We may ask you for a declaration stating the date and time of the appointment and that you qualify for the unpaid time off through your relationship with the mother or child, and that the time off is for the purpose of attending an ante-natal appointment with the expectant mother that has been made on the advice of a registered medical practitioner, nurse or midwife.

Ordinary Paternity Leave (OPL)

An employee whose partner gives birth to a child, or who is the biological father or either adoptive parent of the child, is entitled to two weeks' ordinary paternity leave. OPL can commence from the date of the child's birth, or child's placement with the adopter, or within 56 days of the birth or date of placement. If the child is born early, OPL may be taken between the date of birth and up to the 56th day after the EWC.

Ordinary Paternity Leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. Only one period of leave is available to employees irrespective of whether more than one child is born as the result of the same pregnancy.

If you choose to start your OPL on a fixed and predetermined date and the child is not born or placed for adoption by that date, you must change the date you want to start your leave and notify us in writing as soon as you reasonably can. If you take both OPL and shared parental leave you must take ordinary paternity leave first.

Notification of Ordinary Paternity Leave

You must inform the council in writing of your intention to take OPL by the end of the qualifying week, unless this is not reasonably practicable. You must tell us:

- The week the baby is due,
- Whether you wish to take one or two weeks' leave, and,
- When you want your leave to start.

In the case of an adopted child, you must give notice of your intention to take ordinary paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date you intend to start ordinary paternity leave, the length of the intended ordinary paternity leave period and the date on which the adopter was notified of having been matched with the child.

You can change your mind about the date on which you want the leave to start providing you tell your manager at least 28 days in advance (unless this is not reasonably practicable).

Ordinary Statutory Paternity Pay (OSPP)

You will qualify for OSPP if your weekly earnings in the 8 weeks up to and including the Qualifying Week (QW) are not less than the lower earnings limit for the payment of National Insurance contributions. The QW is 15 weeks before the baby is due or the week during which you are notified of being matched with a child for adoption.

Paternity leave will be paid at the prevailing rate of SPP or 90% of average weekly earnings if this figure is less than OSPP.

Shared Parental Leave (SPL)

The birth mother or primary adopter is entitled to curtail their maternity/adoption leave and pay and instead take SPL and pay in conjunction with the child's father (in the case of birth) or the spouse, civil partner or partner of the child's mother/adopter, subject to meeting the eligibility criteria. SPL enables parents to choose how to share the care of their child during the first year of birth. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child. See the Shared Parental Leave Policy.

Pay increases awarded during paternity leave

We will ensure that whilst you are on PL you are not left out of a pay award which you would ordinarily have been entitled to. This means that if we make a pay award which takes effect during your PL, then when you return to work, you will return to the 'new' rate of pay that applies to the job you are returning to.

Returning to work

On resuming work after PL, you are entitled to return to the same job as you occupied before commencing paternity leave on the same terms and conditions of employment as if you had not been absent.

Requesting a change to your pattern of work

You have the right to request that the organisation considers changing your pattern of work (subject to eligibility criteria). See the Flexible Working Policy.

Additional paternity leave

Additional paternity leave is available to eligible employees who may take up to 26 weeks' unpaid additional paternity leave within the first year of their child's life provided that the mother has returned to work.

Data protection

When managing your paternity leave and pay, we will process personal data collected in accordance with the data protection policy. Personal and or sensitive information is held securely and accessed by, and disclosed to, staff who need to manage paternity leave and pay. Inappropriate access or disclosure of personal data would breach our data protection policy and should be reported immediately. A data breach may also constitute a disciplinary offence, which will be dealt with under the disciplinary procedure.

This is a non-contractual procedure which will be reviewed from time to time.

Date of policy: May 2020

Date of review: Sept 22

Date of review: July 24

Approving committee: Full Council

Date for next review: Sept 2027

— policy ends here —

Notes

The wording of this policy is based on an employee's statutory right to paternity leave and pay. Adopting and applying this policy as it stands will support the council to comply with this right.

1. Green Book terms

If the council adopts Green Book terms and conditions of employment, maternity support leave of 5 days with pay shall be granted to the child's father or the partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth.

Maternity support leave is separate to the statutory entitlement of Paternity Leave.

2. Enhanced paternity pay

Councils may enhance paternity benefits, such as paternity pay. There is no set formulae on such enhancement.

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

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are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

This document has been written by the HR Services Partnership – a company that provides HR advice and guidance to town and parish councils. Please contact them on 01403 240 205 for information about their services.

ASSET DISPOSAL POLICY

1. INTRODUCTION

The term fixed assets means property, plant and equipment with a useful life of more than one year. The Council has a duty towards the electorate to ensure that all assets are properly managed, controlled and recorded.

2. CONTENTS

The Parish Council will maintain a Fixed Asset Register of items in excess of £150 which is the property of Lapley, Stretton and Wheaton Aston Parish Council.

It will be updated annually. A record of assets and their values is required to:

- Provide information to Councillors as to the assets under their control.
- Provide information or decision making purposes.
- Provide information for external reporting, insurance and audit purposes.

The method of fixed asset valuation for first registration on the asset register is at acquisition cost. Meaning that once recorded in the register, the recorded value will not change from year to year until disposal. Commercial concepts of depreciation, impairment adjustments and revaluation are not required for this method of asset valuation.

3. REGISTER CONTENT

The following information will be recorded;

- Description of asset including date acquired
- Location of asset
- Disposal or amount received
- Reason for disposal
- Replacement insurance value

4. NEW ASSETS

It is important that the council consider the creation and maintenance of new assets. Once identified, any new assets will be financed from any number of sources including; the precept, earmarked reserves, grants, sponsorship and borrowing.

5. MAINTENANCE

Assets will be inspected regularly and maintained to a satisfactory standard.

6. DISPOSAL

The authority to dispose of assets over £250 either by destroying, selling them or otherwise, will lie with the Parish Council, under £250 the Clerk, in conjunction with the Chairman, can dispose of assets. Any revenue obtained from the disposal of an asset will in normal circumstances be credited to the budget heading which originally purchased the asset.

7. REVIEW

To be reviewed annually.

LAPLEY, STRETTON AND WHEATON ASTON PARISH COUNCIL

BRING YOUR OWN DEVICE POLICY

INTRODUCTION

Bring Your Own Device (BYOD) covers the use of personal devices such as laptops, smartphones and tablets, to enable access to council information.

There are increased information risks associated with this, such as making sure that council information is kept secure even if your personal device is lost, stolen or used by another person.

All councilors are provided with a Samsung Galaxy tablet that is for Council use only and therefore the use of councilor personal devices is not encouraged. Please see the Tablet agreement for information on data use on the tablets.

However, it is acknowledged that there may be an occasion where a personal device is used

SCOPE

This policy is intended to reduce the risks by clearly outlining individual responsibilities, minimum requirements and acceptable use.

The policy is for all employees, elected members, co-opted members, contractors and third parties who access the council's information using a personal device.

Breach of this, or any other Parish Council policy may result in disciplinary action or, in case of councilors, a referral to the Monitoring Officer.

DEVICE OWNERS RESPONSIBILITY

If you use your personal device to access council information, you are responsible for protecting the device. This includes ensuring the device is not used by anyone else to gain access to council information – even if you think the information is not confidential.

Device owners are expected to behave in accordance with Lapley, Stretton and Wheaton Aston Parish Councils' (LSWA PC) policies whilst using personal devices to work for the council.

We strongly recommend that you password protect your devices.

As the device owner, you have some specific responsibilities:

- a) Do not lend anyone your device to access LSWA PC information or networks;
- b) Any private information or applications on the device are entirely your own responsibility;
- c) Always take appropriate steps to maintain the security of LSWA PC information;
- d) Ensure that your device is compliant or confidential and that security software is up-to-date;
- e) If you think your access to council information has been misused, or that council information has been breached or shared inappropriately you must notify the council;
- f) You are responsible for the safekeeping of your personal data;
- g) Any personal device used may be subject to 'discovery in litigation'. This means that it could be used as evidence in a lawsuit against LSWA PC. Your data could be examined by representatives of LSWA PC and also by other parties in any lawsuit.

REVIEW

This policy to be reviewed annually.

Adopted by full council on 1st July 2021 ref: 66

Reviewed July 2023

Reviewed July 2024

Next review July 2025

Community Engagement Policy

Lapley, Stretton and Wheaton Aston (LSWA) Parish Council is committed to engaging with and empowering its residents and communities so that they can be actively involved in decisions that affect them. The Council will work proactively to strengthen and improve working relationships with our partners; statutory bodies, organisations, local business and voluntary groups. LSWA Parish Council aims to be responsive to the needs of the local community and to involve its parishioners in the Council's decision-making about the issues which affect them including planning, delivery of services and the future of the area.

To achieve this, the Council will provide its parishioners with:

- relevant information about services, policies and decisions that might affect or interest them;
- opportunities for them to have their say about decisions, services and plans through consultations, surveys and conversation
- opportunities to get involved, over and above informing and consulting, to a greater influence over decisions and delivery.

In doing so, the Council will follow the principles set out below and will:

Honesty and openness

- Make clear the purpose of any engagement activity and use the right methods (proportionate to the significance of the issues) to engage the local community
- Be clear about what can be influenced
- Use honest, accurate and unbiased information

Listening

• Listen and respond to individuals and communities, enabling and empowering parishioners to play an effective role in setting priorities, designing services and influencing decisions to shape their local area.

Inclusion

• Undertake fair and impartial engagement to a high standard to ensure that all parishioners are offered equal opportunities to participate in issues that may affect them and make a difference.

Working together

- Act together when appropriate with a consistent approach to community engagement.
- Share knowledge and information openly with parishioners and partner organisations, whilst respecting confidentiality.
- Use what has been learnt from contact with local people to better understand and engage with the community, and to improve the services it delivers.

Keeping in touch

• Provide feedback and demonstrate the changes that are made as a result of engagement. The Council will use the following tools as appropriate to:

- a) Provide a 'suggestion box' in each village for residents to post correspondence
- b) inform - posters, fliers and publications including Contact and the Annual Report - Public and specific meetings including Parish Council meetings, Annual Parish Meeting - Presentations, briefings. - Website updates, Email, social media
- c) consult - Questionnaires and surveys - Online surveys and e-consultation (via the internet). - community groups. - Discussion/focus groups/forums/e-forum. - Written consultation through letter or email. - Consultation events/workshops/ /exhibitions/general events - Public, neighbourhood or specific meetings - Documents or information available in offices, public buildings or online. - Verbal consultation with community representative acting as a scribe.
- d) Involve - Working parties - Public or specific targeted discussion meetings with interested parties - Public or stakeholder workshops to identify issues and shape options, - Public visioning events, ideas competitions,

interactive displays. - Online discussion forums. - Community led plans (e.g. parish plans/neighbourhood plans)/community action plans. - Comments and complaints.

Council Surgeries

LSAW PC will hold a combined Surgery ahead of each Parish Council meeting (where practical) with local PCSO's to provide an opportunity for local residents to meet with their Parish Councillors and/or PCSO's in person. Parish Councillors will be present to answer questions, discuss local issues and receive feedback on the work of the Parish Council.

Newsletters

LSWA Parish Council commits to produce a regular newsletter to engage with parishioners and update on the work undertaken between the periods.

The Parish Council Office plays a neutral role so that residents can be confident that they are receiving impartial information and support

Adopted March 2020, Reviewed March 2021, April 2022, July 2023, July 2024

Next Review: July 2025

Media Policy

1.0 Introduction

- 1.1 The purpose of this policy is to define the roles and responsibilities within the Council for contact with the media.
- 1.2 Lapley, Stretton and Wheaton Aston Parish Council ("the Council") is committed to the provision of accurate information about its governance, decisions and activities. Where this information is not available via the Council's publication scheme, please contact the Council's Clerk or, in his/her absence, the deputy Clerk
- 1.3 The Council shall, where possible, co-operate with those whose work involves gathering material for publication in any form including use of the internet ("the media").
- 1.4 This policy explains how the Council may work with the media to meet the above objectives in accordance with the legal requirements and restrictions that apply .Legal requirements and restrictions
- 1.5 This policy is subject to the Council's obligations which are set out in the Public Bodies (Admission to Meetings) Act 1960, the Local Government Act 1972, the Local Government Act 1986, the Freedom of Information Act 2000, the Data Protection Act 1998, other legislation which may apply and the Council's standing orders and financial regulations. The Council's financial regulations and relevant standing orders referenced in this policy are available via the Council's publication scheme.
- 1.6 The Council cannot disclose confidential information or information the disclosure of which is prohibited by law. The Council cannot disclose information if this is prohibited under the terms of a court order, by legislation, the Council's standing orders, under contract or by common law. Councillors are subject to additional restrictions about the disclosure of confidential information which arise from the code of conduct adopted by the Council, a copy of which is available via the Council's publication scheme.

2.0 Contact with the Media

- 2.1 Approaches from the media should be referred to the Chairman who is the authorised contact with the media in consultation with the Parish Council Clerk. The Parish Council Clerk, is, however, given permission to speak to the media in the Chairman's absence.
- 2.2 Statements made by the Chairman to the media should reflect the Council's opinion.
- 2.3 Other Councillors can talk to the media but must ensure that it is clear that the opinions given are their own and not necessarily those of the Council.
- 2.4 Caution should be exercised when submitting letters to the editor for publication in newspapers. There are occasions when it is appropriate for the Council to submit a letter, for example to explain important policies or to correct factual errors in letters submitted by other correspondents. However, such letters should be kept brief and balanced in tone and correspondence should not be drawn out over several weeks. Letters

representing the views of the Council should only be submitted by the Chairman or the Parish Council Clerk. If other Members choose to use the letters column to express their own opinions on Council policies, they should make clear that the views put forward are those of the individual Member. Care should be taken not to disclose any information of a confidential nature, if a Member is unclear whether information is confidential they should consult the Parish Council Clerk.

- 2.5 At all times consideration should be given as to how the correspondence may affect the reputation of the Council. The Parish Council’s Code of Conduct is relevant here – section 5. states that “You must not conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute.”

Adopted October 2017

Reviewed May 2018, May 2019, 28th May 2020. 6th May 2021, 19th May 2022, July 2024

Next review: July 2025

EQUALITY AND DIVERSITY POLICY

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Our commitment

The council is committed to providing equal opportunities in employment and to avoiding unlawful discrimination. This policy is intended to assist the council to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination. Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment.

The law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality, caste and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics". Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

The council will not discriminate against or harass a member of the public in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected

characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity) that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic.

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic.

Third-party harassment occurs where an employee is harassed and the harassment is related to a protected characteristic, by third parties.

Victimisation occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he/she is suspected of doing so. However, an employee is not protected from victimisation if he/she acted maliciously or made or supported an untrue complaint.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Equal opportunities in employment

The council will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Recruitment

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

Working practices

The council will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the council considers it has good reasons, unrelated to any protected characteristic, for doing so. The council will comply with its obligations in relation to statutory requests for contract variations. The council will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

Equal opportunities monitoring

The council will monitor the ethnic, gender and age composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups and will consider and take any appropriate action to address any problems that may be identified as a result of the monitoring process.

The council treats personal data collected for reviewing equality and diversity in accordance with the data protection policy. Information about how data is used and the basis for processing is provided in the council's privacy notices.

Dignity at work

The council has a separate dignity at work policy concerning issues of bullying and harassment on any ground, and how complaints of this type will be dealt with.

People not employed by the council

The council will not discriminate unlawfully against those using or seeking to use the services provided by the council. You should report any bullying or harassment by suppliers, visitors or others to the council who will take appropriate action.

Training

The council will raise awareness of equal opportunities to those likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise. The council will raise awareness of all staff engaged to work at the council to help them understand their rights and responsibilities under the dignity at work policy and what they can do to help create a working environment free of bullying and harassment. The council will provide additional training to managers to enable them to deal more effectively with complaints of bullying and harassment on request.

Your responsibilities

Every employee is required to assist the council to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination. Employees can be held personally liable as well as, or instead of, the council for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence. Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the council's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

Grievances

If you consider that you may have been unlawfully discriminated against, you should use the council's grievance procedure to make a complaint. If your complaint involves bullying or harassment, the grievance procedure is modified as set out in the dignity at work policy.

The council will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Monitoring and review

This policy will be monitored periodically by the council to judge its effectiveness and will be updated in accordance with changes in the law. In particular, the council will monitor the ethnic and gender composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will review its equal opportunities policy in accordance with the results shown by the monitoring. If changes are required, the council will implement them.

Information provided by job applicants and employees for monitoring purposes will be used only for these purposes and will be dealt with in accordance with relevant data protection legislation. This is a non-contractual procedure which will be reviewed from time to time.

Date of policy review: July 2022, July 2024

Approving committee: Full Parish Council

Policy version reference:02

Supersedes: Equal Opportunity Policy

Date for next review: July 2026`

— policy ends here —

Notes

This is an example policy that should be adjusted to reflect the procedures and policy of the council. It is important that any commitment made in the policy is applied in practice.

3. Green Book terms

The Green Book sets out practical principles that councils can adopt and acknowledges that local councils will need to select the appropriate measures to match their circumstances. The guidance covers:

- *Developing and action plan to establish and monitor progress*
- *Recruitment and Selection Procedures*
- *Training*
- *Pay, Grading and Conditions of Service*
- *Dealing with Harassment*

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

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Appendix 4

The Broadholes Lane Platinum Jubilee Gardens Allotments Rule Book

Throughout these rules 'The Council' will mean Lapley, Stretton and Wheaton Aston Parish Council and includes any committee of the Council or any allotment managers appointed under the Allotment Acts, 1908 to 1950.

DEFINITION OF PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENT PLOTS

Allocation shall be open to anyone over the age of 18

Tenancy will be offered in the first instance to Parish residents on the waiting list (see Allotments LSWA Parish Council policy for definitive list), where there are no parish residents on the waiting list the plot will be offered to the person at the top of the list from outside the parish boundary.

AGREEMENTS FOR LETTING ALLOTMENT PLOTS

Tenancy agreements are to be completed and signed by the prospective tenant and the Clerk to the Council.

The tenant of an allotment plot takes responsibility for their plot and its contents from the date they sign the agreement and shall comply with the following conditions;

- To use the allotment for their own personal use and not to carry out any business or sell produce from the allotment.
- Not to cause any nuisance or annoyance to the occupiers of any other allotment site, or obstruct any path set out by the Council for the use of the occupiers of the allotments.
- The tenant should always be a good neighbour and shall be fully responsible for the conduct of their family members and other guests visiting their allotment plot.
- Children must be fully supervised at all times
- Not to underlet, assign or part with the possession of the allotment site or any part of it without written consent from the Council.
- Not without the written consent of the Council, cut or prune any timber or other trees as per agreement.
- Not to graze animals or livestock at the site- see Hen Keeping Policy for Hens
- Not without written consent of the Council, erect any structure on the allotment site.
- Not to use barbed/razor wire anywhere on the allotment site
- Not fence Allotment Plots.
- Not plant any tree, shrub, hedge or bush without first obtaining the Council's permission. The Council will only consider Dwarf varieties;
- Not cut, lop or fell any tree growing on the Allotment Plot without first obtaining the Council's consent.
- Be responsible for ensuring that any person present in the Allotment Plot with or without the tenants permission does not suffer personal injury or damage to his/her property; refer to the attached risk assessment and observe the actions/instructions.
- Permit an annual inspection of the Allotment Plot at all reasonable times by the council;
- Not obstruct or permit the obstruction of any of the paths or roads which provide access
- To observe and perform any special condition which the Council considers necessary to preserve the allotment plot from deterioration.
- Sheds are permitted no larger than 6x 4m and are the sole responsibility of the plot holder. Permissions must be sought from the council before installation. The shed should be appropriately locked and maintained by the plot holder

- No dogs allowed, except assistance dogs, at anytime on the allotment site
- Not to erect any notice or advertisement on the allotment site
- Not to hold social gatherings at the site, with the exception of an annual on sit meeting
- To only attend their plot from 8am- 8pm during the summer season (April to September) and 9am – 5pm during winter (October to march). Understand that LSWA PC reserves the right to cancel plot holder membership should the member attend to their allotment outside of these times
- During tenancy a plot holder must always to be a member of The National Allotment Society and always to have up to date enrolment in the Allotmenters Liability Insurance scheme

PAYMENT AND REVISION OF RENT

The rent, unless otherwise agreed in writing, shall be paid yearly by 1st August in each year.

The rent payable is reviewed annually each year by the Parish Council

The rent is the same for all plots of similar size despite any difference in location

The tenant must inform the Council of any change of address or other contact details as soon as practicable.

Plot charges will be as follows:

£50 for one half plot (per year)

£25 for one quarter plot (per year)

£15 for a raised bed (per year)

An additional charge of £5 each year is to be made for the provision of water

Tenants who are unable to work their plot as a result of illness or have another reason for a long absence are advised to keep the council informed. Failure to do so may result in the allotment plot appearing to be neglected and lead to issuing non-cultivation letters and potentially notice to quit.

CULTIVATION

At least 2/3rds of the plot must be cultivated and kept tidy at all times.

The tenant must take all reasonable steps to eradicate all weeds such as thistles, ground elder, ragwort and brambles and ensure they do not spread to other plots.

The tenant must not cause a nuisance to other plot holders by allowing weeds to seed.

The Parish Council will inspect the plots periodically to ensure cultivation.

No ornamental, forest trees or shrubs to be planted on the allotment plot.

Tenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of **dwarf stock** and should be sited where they will not create an obstacle or nuisance to others as they grow.

VEHICLES

The allotments garden tenant must not bring or store any vehicle, caravan, trailer or vehicle parts onto the allotment plot. Tyres must not be brought onto the allotment site.

Overnight stays are NOT permitted.

To keep any parking space in good order.

Keep vehicle use to a minimum with the use of drop off /collection preferred

FIRES

Fires are NOT allowed anywhere on the allotment site, this includes any device which emits smoke, ie chimineas, stoves, barbecues.

USE OF CHEMICAL SPRAYS AND FERTILISERS

The tenant will take proper precautions when using spray fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment plots, and comply, at all times, with current legislation.

Only commercially available products from garden and horticultural suppliers (no agricultural or professional horticultural products) shall be used for the control of pests, diseases or vegetation. Organic fertilisers and pest deterrents are encouraged.

Other Health and safety

No gas canisters in the site

No glass on site, including green houses

Poly tunnels will be permitted within the size range of 6ft by 4ft and with prior written agreement with LSWA PC

All plot holders must read and understand guidance for attending the site alone and ensure someone is aware of their whereabouts and time that they intend to return

Plot holders must keep the access code to the site confidential and inform LSWA PC of any issues with the locks

BEE KEEPING

Due to the nature of the site and proximity of houses LSWA PC cannot offer bee keeping hives on site

The council recognises the ecological importance of all bee species and wishes to support initiatives to support the species and therefore will offer a wild flower area on site

BUILDINGS

Sheds are provided for each plot. Tenant must ensure the shed is kept in good order, reporting any issues to the Parish Council.

Greenhouses and poly tunnels will require approval in the first instance from the Parish Council. (see other health and safety)

DISPOSAL OF RUBBISH

The tenant is responsible for disposing of all rubbish from the allotment plot. This includes disposing of both green waste and other non-compostable items. The tenant must not deposit, or allow anyone else to deposit, rubbish anywhere on the allotment site, except manure and compost in such quantities as may be reasonably required for use in cultivation of that allotment plot.

Tenants must not add to any rubbish illegally dumped on the site.

The use of old carpet as a weed suppressant is prohibited, as a temporary measure weed membrane or cardboard may be used.

Kitchen waste such as cooked food, meat and cheese or similar will attract vermin and must not be brought onto the allotment plot. Compost bins to be used for suitable materials only.

TERMINATION OF AGREEMENT

The tenancy of an allotment plot shall, unless otherwise agreed in writing, terminate on the yearly rent day next after the death of the tenant, and shall also terminate whenever the tenancy or right of occupation of the Council terminates

A tenant may resign the tenancy of an allotment by giving notice in writing to the Parish Council.

A tenant will be allowed one month to clear the plot, unless the council decides that it is necessary to shorten this period. Any costs incurred by the Parish Council to clear rubbish from the allotment may be recovered from the outgoing tenant.

The outgoing tenant shall forfeit any remaining balance of the annual rent. The succeeding tenant shall pay the proportion of rent due until the annual renewal date.

LSWA PC reserves the right undertake an inspection of the site at any point without prior notice.

If a Plot holder faces difficulty in maintaining their plot please contact the council at the earliest possible point to avoid action being taken

The Council may terminate the agreement if any of the following apply;

- Any plot holder that receives two consecutive tidy up notices and then fails to maintain their plot within 30 days, an immediate notice to quit will be issued.
- If the tenant is in arrears for not less than 40 days.
- Immediate eviction will occur If the tenant is not observing the Rules affecting the allotment plot or any other term or condition of his tenancy.
- Immediate eviction will occur If the tenant is physically and/or verbally abusive to Councillors, Officers or other tenants.
- The council will renew all documents associated with the allotments on an annual basis and present them to plot holders before the annual renewal date of 1st August
- The council’s decision is final

ALLOTMENT RISK ASSESSMENT

RISK	LEVEL	COMMENT	ACTIONS/INSTRUCTIONS TO MINIMISE RISK
------	-------	---------	---------------------------------------

Machinery

To user	Medium	Operating machinery carries a medium level of risk unless the appropriate safety equipment is worn, and the machinery is operated correctly. Injuries to hands feet and face need to be guarded against.	Instructions for the use of machinery lies with the owner/operator. It is a requirement that plot holders wear the recommended safety equipment when operating machinery (irrespective of the owner).
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To other Plot holders and visitors	Low	When strimmers and mowing machines are being used on an adjacent plot, stones and other flying objects can cause injuries to the face	The instructions for these items of equipment make particular reference to the dangers. It is the responsibility of the operator to take due care.
To Children	High	Children can act unpredictably exposing themselves to risk from machinery	It is the responsibility of the Plot holder to ensure that children are supervised. When young children are present on a plot, cultivators or strimmers should only be used where there are two adults – one operating and one supervising. No children to operate machinery under any circumstances.

Weed-killers & Pesticides

To user	Low	There is a risk of chemicals are not used in accordance with the manufacturer's instructions	All chemicals should be used and sprayers etc. rinsed after use, in accordance with the manufacturers' instructions.
To other Plot holders & Visitors	Negligible		If chemicals are held on a plot holders plot they should be stored securely and clearly identifiable. It is the responsibility of the plot holder to ensure that children are supervised.
To Children	Medium	Children can act unpredictably exposing themselves to risk from chemicals	

Garden Tools & Equipment

To user	Low		Garden tools and equipment should be used correctly, and appropriate gloves & footwear worn as necessary
To other Plot holders & Visitors	Negligible		Garden tools and equipment should not be left on common paths or left available for others to use.
To Children	Medium	Children can act unpredictably exposing themselves to risk from garden tools and equipment	It is the responsibility of the Plot holder to ensure that children are supervised.

Overhanging Branches	Low	Overhanging branches can cause injuries to Plot holders, visitors and children	Low hanging branches and dangerous branches should be reported so that appropriate action may be taken.
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Trip Hazards	Low	Poorly maintained paths and the entrance can present a trip hazard Plot holders, visitors and children	It is the responsibility of all Plot holders to maintain their paths and to assist in the maintenance of common paths
Water butts	Low	Water butts can be hazard to young children	It is the responsibility of all Plot holders to ensure that children are supervised
General Hazards (including seeds, berries, pathogens from compost heaps and manure)	Negligible		It is the responsibility of all Plot holders to ensure that children are supervised and normal hygiene is observed.
Rats	Medium	Rats carry Weil's disease, although this is rare it is a serious disease.	The presence of rats should be reported to the Parish Council. Where rat poison has been laid down, notices are to be displayed to inform Plot holders.

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PLOT HOLDER CONTACT INFORMATION

Please return to the Clerk to the Council

It is your responsibility to ensure that we have full and correct contact information for you so that we may reach you at any time, and that it is always kept up to date.

Please complete the form in full

BED / PLOT NUMBER _____ **DATE** _____

Name of Plot Holder (1)
(In CAPITALS) _____

Postal address, incl. postcode

Phone: _____ **Email:** _____

AND if applicable

Name of Plot Holder (2)
(In CAPITALS) _____

Postal address, incl. postcode, if different from above

Phone:

Email:

EMERGENCY contact	Name:	Phone:
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PLOT HOLDER CONSENT TO THE RULEBOOK AND TERMS AND CONDITIONS AND PROCEDURES

To be signed by every Plot Holder acting singularly.

RAISED BED / PLOT
NUMBER*

DATE

*Delete as applicable

Name of Plot Holder

I have received the Rulebook and Terms and Conditions and understand it applies to my Agreement for a Plot with effect from the commencement date of it.

I fully and unconditionally agree –

- 1) To be bound by the Terms and Conditions and Procedures made by Lapley, Stretton and Wheaton Aston Parish Council for the regulation and management of Broadholes Lane Platinum Jubilee Garden Allotments, and to revisions made to these and notified in accordance with the tenancy agreement and accept that it is my responsibility always to keep up to date and comply with these revisions.
- 2) To always be diligent for the safety and wellbeing of others in my use of Broadholes Lane Platinum Jubilee Jubilee Garden Allotments and my allotted plot.

Signature of Plot Holder

APPLICATION FOR A PLOT

Please see overpage for information about eligibility for a plot and tenancy terms and conditions.

Please tick all boxes that apply.

Application as:

Application
for:

Single plot holder Raised bed Raised accessibility plot Half plot Quarter plot

Joint plot holder For office use: Date received: Ref: Plot No.

Please note:

- Plots are allocated as they become available.
- We cannot reserve a plot or guarantee allocation of a particular plot.

Please complete in CAPITALS and return to the Clerk to the Council

First and last name

Postal address

Postcode

Email

Phone

I confirm that I am 18 years of age or older

Signed

Eligibility for a plot

If circumstances change your eligibility for a plot before your application is decided, you must immediately notify The Clerk to LSWA Parish Council. This can be done verbally or in writing.

1) Minimum age

- a) Allocation of a plot is open to persons over the age of 18. There can be no exception to this rule, and it will be strictly applied.

2) Residency requirement

- a) Tenancy will be offered in the first instance to Lapley, Stretton and Wheaton Aston Parish residents on the waiting list. LSWA Parish covers Lapley, Bickford, Stretton and Wheaton Aston.
- b) Where there are no parish residents on the waiting list the plot will be offered to the person at the top of the list from outside the parish boundary.

3) Community Group

Parish based constituted community groups will be offered a plot as a priority and will be subject to a reduced cost of £30 per annum irrespective of plot size

Terms and Conditions

1. These start to apply when you sign the agreement to take a plot. The Parish Council endeavours to keep them to a minimum and to things it is reasonable to expect you to do. However, they are part of the agreement for a plot and must be adhered to.
2. You will receive a copy of the Terms and Conditions when you are informed that there is a plot available for you. This ensures that you have the most recent copy when agreeing to sign the tenancy agreement. You sign to say that you have read and understood the terms and conditions when you sign the agreement for a plot.
3. A copy of the current Terms and Conditions can also be obtained as a printed copy or by email from the Clerk to the Council.

TENANCY AGREEMENT

To be completed and signed by the prospective plot holder(s) and the Clerk to the Council.

THIS AGREEMENT is made on

(day, month, year) _____

BETWEEN Lapley, Stretton and Wheaton Aston Parish Council

AND

Plot Holder (1)

(Full name in capitals) _____

Plot Holder (2)

(Full name in capitals) _____

(If joint Plot Holders, please insert both names)

FOR PLOT NUMBER

(Council's Allotment Register reference) _____

BY WHICH the Parish Council agrees to let and the tenant agrees to take the PLOT for a term of ONE YEAR commencing on the FIRST DAY of AUGUST and thereafter RENEWABLE from year to year on the FIRST DAY of AUGUST unless determined in accordance with the terms of the tenancy, for payment of a YEARLY RENT whether demanded or not payable on the FIRST DAY of AUGUST in each year.

It is hereby agreed this tenancy agreement shall come into effect on the date of this agreement and if it is earlier than the 1st day of August the tenancy will be renewable on the next occurring 1st day of August and the rent payable will be the portion of annual rent outstanding up to that date.

Signature(s) of Plot Holder(s)

I agree during my tenancy always to be a member of The National Allotment Society and always to have up to date enrolment in the Allotmenters Liability Insurance scheme, adhere to the Broadholes Lane, Platinum Jubilee Garden Allotment Rule Book and I agree to be bound by the Terms and Conditions for the regulation and management of Broadholes Lane Platinum Jubilee Garden Allotments made and revised by Lapley, Stretton and Wheaton Aston Parish Council and accept that it is my responsibility always to keep up to date with these.

Appendix 5

DATED

CONTAINER LICENCE

Between

Wheaton Aston and District Cricket and Sports Club

and

Lapley, Stretton and Wheaton Aston Parish Council

CONTENTS

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ANNEX

ANNEX A Plan(s).....	
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This licence is dated

2024

Parties

- (1) being two of the committee members of Wheaton Aston and District Sports and Cricket Club (**Licensor**)
- (2) Lapley, Stretton and Wheaton Aston Parish Council of Room FF028 Codsall Community Hub, Wolverhampton Road, Codsall, South Staffordshire, WV8 1PX (**Licensee**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Container: means a storage container [*insert description and size of container*]

Container area: the area of landing forming part of the Property shown edged red on the Plan

Common Parts: such roads, paths, entrance, gates or other means of access in or upon the Property the use of which is necessary for obtaining access to and egress from the Container.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Insolvency Event: subject to 1.13, any one or more of the following:

- a) the Licensee suspending, or threatening to suspend, payment of its debts or being or becoming unable to pay its debts as they fall due or admitting inability to pay its debts or (being a company) being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986
- b) the Licensee, or any person on its behalf, proposing or taking any step with a view to proposing a voluntary arrangement, scheme of arrangement, restructuring plan or any other compromise or arrangement with the Licensee's creditors or any class of them;
- c) the making of an application for an administration order or the making of an administration order in relation to the Licensee;
- d) the giving of any notice of intention to appoint an administrator, or the filing at court of any notice of appointment of, or notice of intention to appoint, an administrator in relation to the Licensee;
- e) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Licensee;
- f) the commencement of a voluntary winding-up in respect of the Licensee, except a voluntary winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- g) the presentation of a petition for a winding-up order or the making of a winding-up order in respect of the Licensee;

- h) the striking-off of the Licensee from the Register of Companies or the making of an application for the Licensee to be struck-off;
- i) the Licensee otherwise ceasing to exist (or, if a natural person, dying);
- j) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Licensee.
- k) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Licensee.

Licence Fee: £50 per calendar month exclusive

Licence Fee Commencement Date: the date of this licence

Licence Period: the period from and including the date of this licence until the date upon which this licence is determined in accordance with clause 4

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the erection, use, maintenance, inspection, transportation, dismantling and removal of the Scaffolding.

Permitted Use: to place the Container within the Container Area to be used for the purpose of storage only

Plan: the plan attached to this licence at **Error! Bookmark not defined.****Error! Reference source not found..**

Property: the property known as Wheaton Aston and District Sports and Social Club and comprised in a conveyance dated 4 February 1966 between Messrs Leeks (1) Parish Council of Lapley (2) and Timothy Bayley Wheate, Arthur Harvey and Geoffrey Brian Hood (3)

VAT: value added tax or equivalent tax chargeable in the UK

- 1.2 Clause Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to writing or written excludes fax and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.10 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England
- 1.13 For the purposes of the definition of Insolvency Event:
- 1.13.1 where any of the paragraphs in that definition apply in relation to:
- (a) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
- (b) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
- 1.13.2 Insolvency Event includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a licensee incorporated or domiciled in such relevant jurisdiction.

2. Licence

- 2.1 Subject to the terms of this licence, the Licensor permits the Licensee:
- (a) To occupy the Container Area for the Licence Period and for the purposes of the Permitted Use only in common with the Licensor and all other authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Container Area for the Permitted Use; and
- (b) To pass and repass with or without vehicles over the Property to and from the public highway know as Lapley Road to gain access to and egress from the Container but not for any other purpose.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Container Area as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- (b) the Licensor retains control, possession and management of the Property and the Container Area and the Licensee has no right to exclude the Licensor from the Container Area;
- (c) the licence is granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee and its employees or contractors; and
- (d) without prejudice to its rights, the Licensor shall be entitled at any time on giving not less than 30 days' notice to require the Licensee to move the Container to comparable space elsewhere at the Property and the Licensee shall comply with such requirement.

3. Licensee's obligations

- 3.1 The Licensee agrees and undertakes:-

- (a) To pay to the Licensor the Licence Fee payable without any deduction in advance on the [first day] of each month and proportionately for any period of less than a month the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the month following such date together with such VAT as may be chargeable on the Licence Fee;
- (b) to keep the Property clean, tidy and clear of rubbish;
- (c) not to use the Property other than for the Permitted Use;
- (d) not to make any alteration or addition whatsoever to the Property;
- (e) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Container Area or elsewhere at the Property without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed;
- (f) not to do or permit to be done on the Container Area anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- (g) not to cause or permit to be caused any damage to:
 - (i) the Property, or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Property, or any neighbouring property;
- (h) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (i) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property time to time;
- (j) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- (k) to leave the Container Area in a clean and tidy condition and to remove the Container at the end of the Licence Period;
- (l) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this licence:
- (m) to pay to the Licensor interest on the Licence Fee or other payments at the rate of 3 per cent per annum above the base rate of Barclays Bank from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within 30 days of the due date (whether formally demanded or not).
- (n) The Licensee shall maintain throughout the Licence Period insurance against liability for loss, or damage to the Container and items stored within it.

4. Termination

4.1 This licence shall end on the earliest of:

- (a) [2039; and]
- (b) the expiry of not less than two months' notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3; and
- (c) the expiry of not less than three months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor and

- (d) the expiry of not less than one week's notice given by the Licensor to the Licensee at any time following the occurrence of an Insolvency Event.

4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5. Notices

5.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

5.2 If a notice complies with the criteria in clause 5.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

5.4 A notice given under this licence is not valid if sent by e-mail or fax.

6. No warranties for use of condition

6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

6.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in this licence

6.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 6.1 or clause 6.2.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

7. Limitation of Licensor's liability

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability

8. Rights of third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9. Governing law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This licence has been entered into on the date stated at the beginning of it

Appendix 6

Company	Container Size	Delivery Cost (exc VAT)	Extra Cost (incl VAT and additional items)	Total Including VAT Without extras	Notes
A	20' Used Container - **Complete with 2 year guarantee and guaranteed buyback** - DELIVERED - Deliveries can take place Monday - Friday, 8am - 6pm.	Included	High Security Lockbox £114 CISA Padlock (posted to delivery address) £66 £600 for condensation treatment plus vat	£2154	Containers come with a 2 year guarantee and if you no longer need the container within 5 years, we offer a guaranteed buy back value (BBV). The BBV gives you an indication of our faith in the quality of containers we sell. If in future you opt for the BBV, we will collect the container free of charge.
A	20' NEW Container Complete with 2 year guarantee and guaranteed buyback** - DELIVERED - Deliveries can	Included	High Security Lockbox - FREE CISA Padlock (posted to delivery address) £66	£3354	Containers come with a 2 year guarantee and if you no longer need the container within 5 years, we offer a guaranteed buy back value (BBV). The BBV gives you

	take place Monday - Friday, 8am - 6pm.		£600 for condensation treatment plus vat		an indication of our faith in the quality of containers we sell. If in future you opt for the BBV, we will collect the container free of charge.
B	20ft used shipping container	£300 ex VAT £360 inc VAT	Lockbox / Container Padlock (Optional) £144 inc VAT	£1554	A used container will be around 15 years old with dents, rust and likely previous repairs. Supplied guaranteed wind and watertight and structurally sound but cosmetically not guaranteed. If storing furniture or other moisture sensitive items you'll need to protect against condensation. Our self-fit insulation kits are the most cost effective option, we can also quote for grafotherm or ply/OSB/melamine lining on request.
B	20ft refurbished shipping container	£300 ex VAT £360 inc VAT	Container Padlock (Optional) £54 inc Vat	£2,064.00	A refurbished container will be a standard used container with dents and possible previous repairs, but presentation is improved with a fresh coat of paint and a security lockbox is also included. As the markings will have been painted over these are not suitable for shipping. If storing furniture or other moisture sensitive items

					you'll need to protect against condensation. Our self-fit insulation kits are the most cost effective option, we can also quote for grafotherm or ply/OSB/melamine lining on request.
B	20ft one trip shipping container	£300 ex VAT £360 inc VAT	Container Padlock (Optional) £54	£2,700.00	A one trip container has been used once to transport goods from China so it's possible that there may be the odd dent or scrape consistent with their trip to the UK but otherwise near-perfect condition. If storing furniture or other moisture sensitive items you'll need to protect against condensation. Our self-fit insulation kits are the most cost effective option, we can also quote for grafotherm or ply/OSB/melamine lining on request.
C	20ft used container standard	£350 ex VAT £420 inc VAT	Security - Supply and fit a Contain-A-Lock padlock protector complete with CISA 285/75 high security lock £120 ex VAT £144 inc VAT	£1500	<i>Extra costs for condensation proofing. Ceiling Coating that helps control condensation buildup - Requires airflow to work effectively</i> £361 ex VAT
C	20ft standard container single trip	£350 ex VAT £420 inc VAT	Security - Supply and fit a Contain-A-	£2095	<i>Extra costs for condensation proofing. Ceiling</i>

			<p>Lock padlock protector complete with CISA 285/75 high security lock</p> <p>£120 ex VAT</p> <p>£144 inc VAT</p>		<p>Coating that helps control condensation buildup - Requires airflow to work effectively</p> <p><i>Max extras</i></p> <p><i>£292.42 ex VAT</i></p>
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