INDEMNITY OF MEMBERS AND OFFICERS

1. INDEMNITY PROVIDED UNDER THE LOCAL AUTHORITIES (INDEMNITIES FOR MEMBERS AND OFFICERS) ORDER 2004

(1) In this Indemnity:-

"employees" includes any person employed by the Council and any other person engaged as or appointed to be an officer of the Council.

(2) The Council hereby indemnifies its employees and members, whether appointed or elected at the date of this resolution or at any time thereafter, against the damages costs or expenses set out in paragraph (3) below, subject to the exceptions set out in paragraph (4) below, and on the terms set out in paragraph (5) below. It will not itself make any claim against them in relation to any damages costs or expenses for which they are hereby indemnified.

Notwithstanding any limitation on the powers of the Council, the indemnity is effective to the extent that the employee or member in question –

(a) believed that the action, or failure to act, in question was within the powers of the Council; or

(b) where the action or failure comprises the issuing or authorisation of any document containing any statement as to the powers of the Council, or any statement that certain steps have been taken or requirements fulfilled, believed that the contents of that statement were true,

and it was reasonable for that employee or member to hold that belief at the time when he or she acted or failed to act.

The indemnity is also effective in relation to an act or omission which is subsequently found to be beyond the powers of the employee or member in question but only to the extent that he or she reasonably believed that the act or omission in question was within his or her powers at the time at which he or she acted.

(3) The costs, claims and expenses are those which arise from, or in connection with, any action of, or failure to act by, the employee or member in question, which:-

(a) is or has been authorised by the Council; or

(b) forms part of, or arises from, any powers conferred, or duties placed, upon that employee or member, as a consequence of any function being exercised by that employee or member (whether or not when exercising that function he or she does so in his or her capacity as an employee or member of the Council) –

(i) at the request of, or with the approval of, the Council; or

(ii) for the purposes of the Council.

(4) The exceptions are that:-

(a) No indemnity is given in relation to any action by, or failure to act by, any employee or member which –

(i) constitutes a criminal offence; or

(ii) is the result of fraud, or other deliberate wrongdoing or recklessness on the part of that employee or member

(b) Notwithstanding paragraph (4)(a)(i), the indemnity does relate to –

(i) (subject to paragraph 5) the defence of any criminal proceedings brought against the employee or member; and

(ii) any civil liability arising as a consequence of any action or failure to act which also constitutes a criminal offence.

(c) No indemnity is given in relation to the making by the employee or member indemnified of any claim in relation to an alleged defamation of that employee or member but the indemnity does relate to the defence by that employee or member of any allegation of defamation made against him or her.

(5) The terms of the indemnity are as follows:-

(a) Where the indemnity has effect in relation to the defence of any criminal proceedings, if the employee or member in question is convicted of a criminal offence and that conviction is not overturned following any appeal, that employee or member shall reimburse the Council for any sums expended by it in relation to those proceedings pursuant to the indemnity, and those sums shall be recoverable by the Council as a civil debt.

(b) The indemnity is subject to the employee or member notifying the Chief Executive immediately of any claim being made or intimated against him or her, and of any circumstances arising which may give rise to a claim

(c) The indemnity will only extend to cover actual loss and expense incurred and evidenced by the employee or member to the satisfaction of the Section 151 officer in consultation with the Head of Legal and Democratic Services

(d) The indemnity will not automatically apply if the employee or member without the written authority of the Chief Executive and insurers, as appropriate, admits liability or negotiates or attempts to negotiate a settlement of any claim falling within the scope of this indemnity

(e) The indemnity shall not extend to any loss or damage directly or indirectly arising from any motor vehicle claims in which an employee using his or her own private vehicle on the Council's business has been involved in an accident

(f) The Council or its insurers will be entitled to take over and conduct in the name of the employee or member the defence of any proceedings brought against the employee or member

2. INDEMNITIES PROVIDED UNDER POWERS IN SECTION 111 OF THE LOCAL GOVERNMENT ACT 1972

Where an indemnity cannot be granted under the terms of section 1 above (indemnity provided under the Local Authorities (Indemnities for Members and Officers) Order 2004), the Council will indemnify all officers and members of the Council against the whole or part of any damages costs or legal expenses which any such officer or member may have been ordered to pay, or may have incurred arising from duties performed by virtue of their being a member of, or being employed by, the Council, or by virtue of their being the Council's nominated representative in whatever capacity of any incorporated or unincorporated body, where:

(a) the member or officer acted in good faith and

(b) where such damages, costs or expenses arise from a criminal offence under:

(i) the Health and Safety at Work Act 1974 and related regulations; or

(ii) the Data Protection Act 1998 and related regulations.

The provisions of paragraph (5) (b) to (f) of section 1 above apply in respect of indemnities provided under section 111 of the Local Government Act 1972.