



To All Credition Town Councillors

You are hereby summoned to attend a **Full Council** , which will be held on **Tuesday, December 16, 2025, at 18:30, at Credition Library, Belle Parade, Credition.**

This meeting may be livestreamed via Facebook in order to allow Members of the Public to watch the meeting.

The purpose of the meeting is to transact the following business.

Rachel Avery FSLCC

Town Clerk

Thursday, 11 December 2025

Please note that:

- Members of the Press & Public are invited to attend under the Public Bodies (Admission to Meetings) Act 1960. Members of the public will be given the opportunity to address councillors in attendance as part of the agenda.
- Under the Openness of Local Government Bodies Regulations 2014, any members of the public or press are allowed to take photographs, film and audio record the proceedings and report on all public sections of the meeting.
- Under the Local Government Act (LGA) 1972 Sch 12 10(2)(b), Credition Town Council is unable to make any decision on matters not listed within the agenda.
- Credition Town Council will always attempt to record and livestream meetings to Credition Town Council's social media platforms.

AGENDA

2025/338 - Welcome and Introductions

Opening of meeting by the Chair and member introductions

2025/339 - Mid Devon District Council LGR Presentation

To receive a presentation from Leader of Mid Devon District Council Luke Taylor regarding Local Government Reorganisation

2025/340 - Public Question Time

To receive questions from members of the public relevant to the work of the council (a maximum of 15 minutes is allowed for this item; verbal questions should not exceed 3 minutes)

2025/341 - Apologies

To receive and accept Town Councillor apologies (apologies should be made to the Town Clerk)

2025/342 - Declarations of Interest and Requests for Dispensations

2025/342.1 - To receive declarations of personal interest and disclosable pecuniary interests (DPI's) in respect of items on this agenda

2025/342.2 - To consider any dispensation requests (requests should be made to the Town Clerk prior to the meeting)

2025/343 - Order of Business

At the discretion of the Chair, to adjust, as necessary, the order of agenda items to accommodate visiting members, officers or members of the public

2025/344 - Chair's and Clerk's Announcements

To receive any announcements which the Chair and Town Clerk may wish to make (for information only)

2025/345 - Town Council Minutes

To approve and sign the minutes of the meeting held on **Tuesday 02 December 2025**, as a correct record (minutes will be issued with the agenda)

2025/346 - County and District Councillor Reports

To receive written reports from County and District Councillors

2025/347 - Reports from Outside Bodies

Hayward's Educational Foundation
Crediton United Charities
Devon Association of Local Councils
Crediton Twinning Association
Boniface Link Association

Friends of Crediton Station
Sustainable Crediton
Boniface Trail Association
Crediton Chamber of Commerce
Okehampton Rail Forum
League of Friends of Crediton Hospital
Age Concern Trustee
North Devon Line Stakeholder Forum

2025/348 - Finance

2025/348.1 - To receive and approve transactions between 01 November and 30 November 2025

2025/348.2 - To receive and approve the bank reconciliation to 30 November 2025

2025/348.3 - To note bank balances to 30 November 2025

2025/348.4 - To note year to date spend

2025/348.5 - To note Earmarked Reserves balances

2025/349 - General Reserve Spending

To receive the report on spending from General Reserves and to approve the recommendation therein

2025/350 - Newcombes Meadow Paddling Pool

2025/350.1 - To review and ratify the recommendation to pay £12,000.00 to MDDC for the running costs of the paddling pool

2025/350.2 - To receive the report regarding the future of the paddling pool and to consider and approve the recommendations therein

2025/351 - Budget 2026/27

2025/351.1 - Budgeting Survey Results

To receive and note the budgeting survey results

2025/351.2 - Budget 2026/27

To receive and review the first draft of the 2026/27 budget and associated precept requirement

2025/352 - Document Retention

To receive the report regarding document retention, to approve the recommendations therein, and to adopt the amended Document Retention Policy

2025/353 - Policy Review

To review and approve the following policies:

Risk Management Policy

Disciplinary Policy

Grievance Policy

Training and Development

Dignity at Work

Health and Safety Policy

Equal Opportunities Policy

Appraisal Policy

2025/354 - Standing Orders

To review and approve the amendments proposed by the Standing Orders Working Group

2025/355 - CCTV monitoring transfer to Exeter City Council

To review and approve the Service Level Agreement with Exeter City Council for CCTV monitoring

2025/356 - Date of next meeting

To note that the date of the next meeting will be **Tuesday 06 January 2026**

2025/357 - Reports Pack

Attachments – for internal use only

[2025-12-02 - Full Council - Minutes.pdf](#)

[MDDC November Monthly report .docx](#)

[Transactions 1 Nov - 30 Nov 2025.pdf](#)

[Bank rec as at 30 Nov 2025.pdf](#)

[Bank balances at at 30 Nov 2025.PDF](#)

[Y2D as at 30 Nov 2025.pdf](#)

[EMR as at 30 Nov 2025.pdf](#)

[Contract Termination Report.docx](#)

[Paddling Pool Report.docx](#)

[Budget Survey Results.docx](#)

[Precept Proposals First Draft budget.pdf](#)

[Precept Proposals First Draft EMR.pdf](#)

[Document Retention Report.docx](#)

[Document Retention Policy DECEMBER 2025.docx](#)

[Risk Management Policy.docx](#)

[Disciplinary Procedure.docx](#)

[Grievance Procedure.docx](#)

[Training and Development Policy.docx](#)

[Dignity at Work Policy.docx](#)

[Health Safety.docx](#)

[Equal Opportunities Policy.docx](#)

[Appraisal Policy 2022.docx](#)

[Standing Orders - Dec 2025.docx](#)

[ECC CTC SLA DEC 2025.docx](#)



**Minutes of the Full Council meeting held on Tuesday, 2 December 2025
at 18.30 at Credition Library, Belle Parade, Credition**

Present:	Cllrs Giles Fawcett, Guy Cochran, Paul Perriman, Rachel Backhouse, Vix Frisby, Tim Stanford, Jim Cairney (part meeting) and John Downes (part meeting)
Apologies:	Cllrs Joyce Harris, Liz Brookes-Hocking, Natalia Letch and Steve Huxtable
In Attendance:	7 members of the public 1 member of the press Tim Bland, Events & Town Centre Officer
Minute Taker:	Emma Anderson

MINUTES

2025/318 WELCOME AND INTRODUCTION

Cllr Fawcett opened the meeting and members introduced themselves. Cllr Cairney advised he would need to leave the meeting early to attend another meeting.

2025/319 EXETER CITY COUNCIL LGR PRESENTATION

Philip Bialyk, Leader of Exeter City Council, delivered an extensive presentation on Local Government Reorganisation (LGR). He outlined the government's decision to transition from a two-tier system to a single-tier unitary authority model, aiming to simplify governance, improve efficiency, and foster sustainable community development. *A copy of the presentation is included in Appendix One.*

Concerns were raised about the consultation process, with some attendees describing it as inadequate. Bialyk defended the process, citing surveys and stakeholder engagement. Questions and concerns from councillors and the public included financial viability, potential loss of local identity, and the consultation's transparency. Bialyk reiterated the proposal's benefits and opportunities for collaboration but acknowledged scepticism among attendees.

Concerns about statutory services and boundary determinations were addressed, with assurances of improved efficiency and delivery without diminishing services. Bialyk clarified that parishes would not have statutory responsibilities imposed but would explore collaborative opportunities.

Cllr Cairney left the meeting at 19.25

2025/320 PUBLIC QUESTION TIME

The following questions were asked:

- The meeting on the 21 October, you might recall a discussion about Facebook live stream recordings and the Council resolved at that meeting to seek legal advice, regarding the retention of those live streams. Has any progress been made on that?
- Given the increasing threat of cyber terrorism and the number of recent high profile attacks on London councils, what effect does this Council think that a loss of its core IT systems would have on the operation of the Council itself? And would that actually be noticed by the public, do you think?
- Given the survey that we've just had on the precept, will the Council commit to publishing a full breakdown of the results of that survey?
- Can the town council explain why the town clock continues not to be working despite your assurance at least six weeks ago that a visit had been booked? The Deputy Clerk advised that the engineer visit did take place, but they were not able to undertake the work, therefore an alternative option is being investigated.
- Regarding the community noticeboard outside Adam's, how quickly are you working on this and when can we expect the community noticeboard to be replaced? The Chair confirmed that he was looking at repairing the noticeboard. If it cannot be repaired, the purchasing of a replacement will be included on a future agenda.
- The Town Clerk said that an invoice is still anticipated from the District Council to fund the cost this year of the paddling pool, is there any provision for the payment of this in the current budget forecast and is it going to be paid?

Cllr Downes joined the meeting at 19.44

Cllr Fawssett advised that written responses would be provided.

2025/321 APOLOGIES

Decision: It was **resolved** to receive and accept apologies from Cllrs Huxtable, Brookes-Hocking, Letch and Harris. (Proposed by Cllr Backhouse) It was also noted that Cllr Downes provided apologies for arriving late due to another meeting.

2025/322 DECLARATIONS OF INTEREST AND REQUESTS FOR DISPENSATIONS**2025/322.1 TO RECEIVE DECLARATIONS OF PERSONAL INTEREST AND DISCLOSABLE PECUNIARY INTERESTS (DPI'S) IN RESPECT OF ITEMS ON THIS AGENDA**

No declarations of personal interest or disclosable pecuniary interests were made.

2025/322.2 TO CONSIDER ANY DISPENSATION REQUESTS (REQUESTS SHOULD BE MADE TO THE TOWN CLERK PRIOR TO THE MEETING)

There were no dispensation requests

2025/323 ORDER OF BUSINESS

There were no changes

2025/324 CHAIR'S AND CLERK'S ANNOUNCEMENTS

Cllr Fawssett shared an announcement on behalf of Cllr Huxtable giving thanks to Crediton & District Lions, choirs, schools, performers and traders, councillors, and of course the Public, who all made Saturday's Christmas in Crediton event such a success.

2025/325 TOWN COUNCIL MINUTES

Decision: It was **resolved** to approve the minutes of the meeting held on Tuesday, 18 November 2025, as a correct record. (Proposed by Cllr Cochran)

2025/326 MID DEVON DISTRICT COUNCIL PLANNING APPLICATIONS

The following planning applications were discussed:

25/01503/ADVERT | Advertisement Consent for the installation of Pulse Smart Hub with integrated digital screens at 3 locations within Crediton | Pavement Adjacent to The Wellparks Farm Complex, Exeter Road (A377), Crediton EX17 3PJ; Pavement Adjacent to 32 High Street (A377), Crediton EX17 3AJ; Section of Grass Verge Adjacent to Lidl, Exhibition Road (A3072), Crediton EX17 1EP (extension requested)

Decision: It was **resolved** to recommend NO OBJECTION. (Proposed by Cllr Backhouse)

25/01501/FULL | Installation of Pulse Smart Hub with integrated digital screens at 3 locations within Crediton | Pavement Adjacent to The Wellparks Farm Complex, Exeter Road (A377), Crediton EX17 3PJ; Pavement Adjacent to 32 High Street (A377), Crediton EX17 3AJ; Section of Grass Verge Adjacent to Lidl, Exhibition Road (A3072), Crediton EX17 1EP

Decision: It was **resolved** to recommend NO OBJECTION. (Proposed by Cllr Backhouse)

25/01426/HOUSE | Erection of attached summer house | 4 Downes Close Crediton Devon EX17 3FP

Decision: It was **resolved** to recommend NO OBJECTION. (Proposed by Cllr Perriman)

25/01635/ADVERT | Advertisement Consent to display 3 non-illuminated sponsorship signs | Roundabout at NGR 284388 101056 Exhibition Road/Tiverton Road Crediton Devon

Decision: It was **resolved** to OBJECT on the grounds that the signs would be a distraction to road users. (Proposed by Cllr Backhouse, Cllr Cochran abstained)

25/01636/ADVERT | Advertisement Consent to display 4 non-illuminated sponsorship signs | Roundabout at NGR 284544 99564 Wellparks/Joseph Locke Way Crediton Devon

Decision: It was **resolved** to OBJECT on the grounds that the signs would be a distraction to road users. (Proposed by Cllr Backhouse, Cllr Cochran abstained)

Task: Submit planning comments to MDDC @Emily Armitage

2025/327 MID DEVON DISTRICT COUNCIL PLANNING DECISIONS

Decision: The council **noted** the approval of several planning applications by Mid Devon District Council.

2025/328 CREDITON URBAN TASKFORCE [CUT!]

Decision: The report from [CUT!] was received and **noted**. Cllr Backhouse provided an update on recent activities, including the previous action day at the War Memorial and Union Road. She thanked Cllr Stanford for joining as well as a local army cadet. Volunteers and Cllrs were encouraged to come along to the next action day on Saturday, 13 December on George Hill.

2025/329 CREDITON FOOD FESTIVAL TRADE WASTE

The report was received and discussed.

Decision: It was **resolved** to offer to pay 2/3 of the bill for trade waste, to reflect the lack of bins at the beginning of the event. (Proposed by Cllr Downes)

Task: Send a letter to MDDC trade waste requesting a proportional reduction in the invoice due to incomplete service delivery during Crediton Food Festival 2025.
@Emma Anderson

2025/330 BUDGET VIREMENTS

Decision: The report regarding Budget Virements was received and it was **resolved** to approve the recommendations therein. (Proposed by Cllr Backhouse)

2025/331 EAR MARKED RESERVES

Decision: The report regarding the allocation of Ear Marked Reserves for Old Landscore School was received and it was **resolved** to approve the recommendations therein. (Proposed by Cllr Cochran)

2025/332 S106 ALLOCATION

Decision: It was **resolved** to send the proposed letters regarding the allocation and use of S106 funding to MDDC and Mel Stride MP. (Proposed by Cllr Backhouse) It was further **resolved** to request an annual meeting between town councillors and the S106 officer. (Proposed by Cllr Downes)

Task: Send letters regarding the allocation and use of S106 funding to MDDC and Mel Stride MP @Emma Anderson

Task: Organise an annual meeting with the S106 officer and councillors to improve transparency regarding fund allocations and usage. @Rachel Avery

2025/333 TOWN ENTRANCE SIGNS

The report advised there have been delays in the installation and this has been formally raised with Devon County Council, and the delays have been addressed.

Reassurance was provided that DCC has now sent the order to the contractors, and the town council will be kept updated.

Decision: The report was **noted**.

Task: Follow up on the town entrance signs to confirm order status and installation timeline. @Emma Anderson

2025/334 REDLANDS BUS STOP

Cllr Downes provided the following update:

- Tesco are responsible for upgrading the road before Devon County Council (DCC) adopts it. Tesco say a dropped kerb/hard standing is not in their plan and they will not provide it. DCC has said it is not in the approved plan and is now too late to add - despite no confirmed start date.
- There is a risk Tesco will upgrade the road without providing any bus stop infrastructure, after which the road could be closed for up to 12 weeks for additional works later.
- Emails have been sent to Tesco's project manager and the senior County highways officer, stressing the need to incorporate the bus stop works during the main road upgrade.

Members agreed the issue is especially urgent because many elderly, disabled and vulnerable residents use the stop to access the doctors' surgery, often having to stand in the rain or step into the road to board buses. Councillors expressed strong frustration that the situation has continued unresolved for so long.

Decision: It was **resolved** to send letters to Tesco and Devon County Council expressing concerns about the lack of provision for a bus shelter at Redlands. (Proposed by Cllr Backhouse)

Task: Send letters to Tesco and Devon County Council expressing serious concerns about the lack of provision for a bus shelter at Redlands and urging them to include it in their plans. @Rachel Avery

2025/335 FOX HUNT

Decision: It was **resolved** to approve the following statement:

Crediton Town Council supports Tiverton Town Council's stance on fox hunting and recognises the call for greater scrutiny of hunt-related gatherings. We will continue to listen to residents, monitor developments, and reflect community values.

(Proposed by Cllr Backhouse, Cllr Cochran abstained)

2025/336 DATE OF NEXT MEETING

It was **noted** that the date of the next meeting would be Tuesday, 16 December 2025. Meeting closed at 20.40.

2025/337 REPORTS PACK

Signed

Dated.....

November District Report

Local Government Re-organisation

A business case for reshaped and reimagined local services has been jointly submitted to the Government by seven of Devon's 11 councils.

In a joint statement, the councils' leaders said: "Our submission of Reimagining Devon marks a key milestone in the future of local government in the county. We believe our proposal, which has been backed by our elected members, will create balanced authorities which can thrive and ensure no community is left behind.

"A lot of work has taken place to get to this stage, and we have worked collaboratively across political and geographic boundaries to create a structure that is financially robust, reflects Devon's unique geography and identity, and will deliver high-quality, accessible public services in the heart of our communities.

"We would like to thank the residents, businesses, community groups and stakeholders who helped shape this proposal. A further consultation will take place in the new year, and we hope everyone will use the opportunity to have their say and ensure we have a local government structure which is right for our residents, delivering services we can all be proud of for generations to come."

Reimagining Devon: Believe in Better – 451 proposal:

two **new** unitary councils that combine existing areas as follows:

- A **new** unitary council combining the South Hams, Teignbridge and West Devon areas with Torbay;
- A **new** unitary council including East, Mid and North Devon alongside Torridge District and the City of Exeter; and
- The **retention** of Plymouth City Council as a unitary

This proposal has come to be known as the 4-5-1 proposal given the groupings as outlined above, it groups the existing principal authorities into three unitary councils without any changes to existing district or borough council boundaries.

Devon County Council is for a single unitary authority to replace the county council and the existing eight district councils. It would keep the existing unitary authorities of Plymouth City Council and Torbay Council as they are.

Next Steps The next stage will see a consultation on the Government's preferred plan for the county during the first half of next year with a final decision expected next year. The new system is due to start in April 2028.

View the full proposal at www.reimaginingdevon.org.

From <<https://www.middevon.gov.uk/district-councils-submit-proposal-for-reimagined-local-government-in-devon/>>

Water Quality Issues

Cabinet Member for Climate and Environment Cllr Natasha Bradshaw will be meeting with the head of Local Government Affairs, South West Water 12 December. She has asked that we let her know of any water quality issues we have. Please send them to me so I can forward them to her.

Free Car Parking

To support local Christmas programmes and to enhance trade Mid Devon District Council is offering 24-hour free parking in three of the Council's long-stay car parks, this was proposed by me and agreed by cabinet. This year will continue to see the addition of an extra day to make it five Saturdays of free parking leading up to Christmas

Free parking at St Saviour's Way (CREDITON), Station Road (CULLOMPTON), Multi-Storey (TIVERTON) will be available on the following Saturday's:

22 November

29 November

06 December

13 December

20 December

Normal parking charges apply at the above car parks on all other days of the year.

We have also agreed 3 extra days of free parking next year to cover festival events, 1 in Crediton and 2 in Cullompton.

New Work Hub

A NEW "work hub" for remote workers and small businesses has opened in Tiverton inside a former youth centre. Mid Devon District Council has converted the building in the town's Market Place car park into a professional office space. The hub features a reception area, a large open-plan office, smaller offices/ meeting rooms, a kitchenette, toilets, outdoor space, secure bike-parking and more.

It had been hoped it would open in spring this year, but the project was delayed.

Applications for warm home grants now open

Mid Devon Council, in partnership with Devon County Council and other local authorities in Devon, is proud to deliver the Warm Homes Local Grant, a government-backed scheme designed to make homes across Devon warmer, greener, and more affordable to heat.

The scheme offers fully funded energy efficiency upgrades for eligible households, including measures such as cavity wall and loft insulation, double glazing, air source heat pumps, solar panels and insulated doors. These improvements not only reduce energy bills but also cut carbon emissions, supporting Devon's commitment to a sustainable future.

To qualify, homes must have an Energy Performance Certificate (EPC) rating of D or below, and must either receive certain benefits or meet the specified low income criteria. Landlords can also apply, with one property fully funded and contributions required for additional homes.

From <<https://www.middevon.gov.uk/applications-for-warm-home-grants-now-open/>>

Land Charges Team Achieves Gold Standard

Mid Devon District Council's Land Charges team has been awarded Gold Standard for its exceptional local land charges data management.

The council was assessed by HM Land Registry as delivering the very best service levels during 2025 and awarded the accolade this month.

The Land Charges team, of Peter Whateley and Diane Carne, is responsible for preparing local authority searches for solicitors and conveyancers acting on behalf of clients looking to buy, lease or re-mortgage a property, or a piece of land. The searches they conduct identify whether there are any legal restrictions affecting land or property, upon which completion of a sale would be binding, such as conditions imposed on planning permissions, conservation areas and listed buildings status. More detailed searches include other pending matters such as tree preservation orders, responsibility for any road maintenance, parking restrictions, compulsory purchase orders and whether a property falls within a contaminated area of land.

This year HM Land Registry introduced a categorisation system with local authorities deemed to have excellent land search data management awarded gold status, which is publicly recognised on GOV.UK in a 'status' column which is updated quarterly.

The achievement marks another successful year for the Council's Land Charges team, which has previously won national awards in the Land Data Local Land Charges Awards for Excellence.

From <<https://www.middevon.gov.uk/land-charges-team-achieves-gold-standard/>>

Receipts for Month 8

Nominal Ledger Analysis

<u>Receipt Ref</u>	<u>Name of Payer</u>	<u>£ Amnt Received</u>	<u>£ Debtors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
Balance Brought Fwd :		305,577.58					305,577.58	
	Banked 03/11/2025	27.97						
#269	Allotment Exhibition	27.97			1150	150	25.50	E27B Rent 25/26
					1170	180	2.47	E27B BAA 25/26
	Banked 06/11/2025	71.54						
#270	Allotment Barnfield	31.07			1150	160	28.33	B7C Rent 25/26
					1170	180	2.74	B7C BAA 25/26
#271	Allotment Barnfield	40.47			1150	160	36.90	B3 Rent 25/26
					1170	180	3.57	B3 BAA 25/26
	Banked 10/11/2025	58.89						
#272	Allotment Barnfield	58.89			1150	160	53.70	B13A Rent 25/26
					1170	180	5.19	B13A BAA 25/26
	Banked 11/11/2025	123.30						
#273	Allotment Barnfield	20.00			1150	160	17.53	B1G Rent 25/26
					1170	180	2.47	B1G BAA 25/26
#274	Allotment Exhibition	28.95			1150	150	26.40	E18B Rent 25/26
					1170	180	2.55	E18B BAA 25/26
#275	Allotment Barnfield	74.35			1150	160	67.80	B1F Rent 25/26
					1170	180	6.55	B1F BAA 25/26
	Banked 12/11/2025	75.01						
#276	Allotment Exhibition	17.77			1150	150	16.20	E10A Rent 25/26
					1170	180	1.57	E10A BAA 25/26
#277	Allotment Exhibition	57.24			1150	150	32.40	E29B Rent 25/26
					1170	180	3.13	E29B BAA 25/26
					1150	150	19.80	E30A Rent 25/26
					1170	180	1.91	E30A BAA 25/26
	Banked 13/11/2025	32.74						
#278	Youth Club (YW)	1.00			1240	410	1.00	Subs - Girls Group
#279	Youth Club (YW)	4.00			1240	410	4.00	Subs - Girls Group
#280	Youth Club (YW)	4.00			1240	410	4.00	Subs - Girls Group
#281	Youth Club (YW)	4.00			1240	410	4.00	Subs - Girls Group
#282	Allotment Exhibition	19.74			1150	150	18.00	E8B Rent 25/26
					1170	180	1.74	E8B BAA 25/26
	Banked 20/11/2025	7.00						
#283	Youth Club (YW)	1.00			1240	410	1.00	Subs - Girls Group
#284	Youth Club (YW)	6.00			1240	410	6.00	Subs - Girls Group
	Banked 24/11/2025	32.68						
#285	Youth Club (YW)	8.00			1240	410	8.00	Subs - D&D
#286	Allotment Exhibition	24.68			1150	150	22.50	E21 Rent 25/26
					1170	180	2.18	E21 BAA 25/26
	Banked 25/11/2025	27.31						
#287	Allotment Exhibition	27.31			1150	150	24.90	E22A Rent 25/26
					1170	180	2.41	E22A BAA 25/26
	Banked 26/11/2025	131.00						

Receipts for Month 8				Nominal Ledger Analysis				
Receipt Ref	Name of Payer	£ Amnt Received	£ Debtors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
#288	Youth Club (YW)	1.00			1240	410	1.00	Subs - Girls Group
#289	Justine's Kitchen	130.00			1285	390	130.00	CinC stallholder fee
	Banked 26/11/2025	-130.00						
#289	Justine's Kitchen	-130.00			1285	390	-130.00	CinC stall fee -VAT correction
	Banked 26/11/2025	130.00						
#289	Justine's Kitchen	130.00		21.67	1285	390	108.33	CinC stallholder fee
	Banked 27/11/2025	345.00						
#290	Mr Glow	40.00		6.67	1285	390	33.33	CinC stallholder fee
#291	The Garden Box	100.00		16.67	1285	390	83.33	CinC stallholder fee
#292	Three Little Pigs	205.00		34.17	1285	390	170.83	CinC stallholder fee
	Banked 28/11/2025	315.00						
#293	S Mareike Ceramics	60.00		10.00	1285	390	50.00	CinC stallholder fee
#294	The Turning Tides Project	125.00		20.83	1285	390	104.17	CinC stallholder fee
#295	Max & Mike's Street Food	130.00		21.67	1285	390	108.33	CinC stallholder fee
Total Receipts for Month		1,247.44	0.00	131.68			1,115.76	
Cashbook Totals		306,825.02	0.00	131.68			306,693.34	

Payments for Month 8

Nominal Ledger

<u>Date</u>	<u>Payee Name</u>	<u>Reference</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
03/11/2025	Source for Business	DD #422	51.74			4235	350	51.74	Water - OLS
03/11/2025	EE Ltd	DD #423	21.60		3.60	4720	410	18.00	Youth mobile phone
03/11/2025	Lee	SO #424	1,408.33			4400	250	1,408.33	Manor Office rent
04/11/2025	Tesco	CARD #425	10.65			4610	380	10.65	IYN refreshments
06/11/2025	Cloudy IT	DD #426	28.80		4.80	4070	120	24.00	IT support - tablets
06/11/2025	Devon County Council	CARD #427	12.60		2.10	4720	410	10.50	Youth DBS checks AM
06/11/2025	Devon County Council	CARD #427	-12.60		-2.10	4720	410	-10.50	DBS checks - incorrect ref
06/11/2025	Devon County Council	BACS #427	12.60		2.10	4720	410	10.50	Youth DBS checks AM
06/11/2025	Boniface Centre	BACS #428	22.00			4610	380	22.00	Room hire - IYN awards
06/11/2025	SLCC	BACS #429	29.00			4190	130	29.00	Annual meeting & lunch
06/11/2025	The Turning Tides Project	BACS #430	1,406.25			4020	365	1,406.25	Town maintenance - Oct
06/11/2025	The Turning Tides Project	BACS #431	1,500.00			4020	365	1,500.00	Town maintenance - Sept
07/11/2025	Newton St Cyres Parish Council	BACS #432	22.00			4210	130	22.00	Room hire
10/11/2025	British Gas	DD #433	38.73		1.84	4290	340	36.89	Electricity - Newcombes toilet
11/11/2025	Nexus Open Systems	DD #434	414.90		69.15	4070	120	345.75	IT support - Oct/Nov
13/11/2025	R Avery	BACS #435	3.20			4440	250	3.20	Expenses claim - refreshments
13/11/2025	Snell	BACS #436	50.00			4190	130	50.00	Staff development
13/11/2025	Prosound Solutions (SW) Ltd	BACS #437	345.00		57.50	4660	390	287.50	CinC stage & sound
13/11/2025	IAC Audit & Consultancy Ltd	BACS #348	474.00		79.00	4080	120	395.00	Interim Audit
13/11/2025	IAC Audit & Consultancy Ltd	BACS #348	-474.00		-79.00	4080	120	-395.00	Payment reference transposed
13/11/2025	IAC Audit & Consultancy Ltd	BACS #438	474.00		79.00	4080	120	395.00	Interim Audit
13/11/2025	Hooper Services	BACS #439	1,308.00		218.00	4250	190	615.00	Grass cutting - Peoples Park
						4230	190	220.00	Maintenance - Peoples Park
						4230	160	85.00	Grass cutting - Barnfield
						4230	150	115.00	Grass cutting & hedge - Ex Rd
						4230	200	55.00	Maintenance - Upper Deck
14/11/2025	Tesco	CARD #440	48.23			4720	410	48.23	Youth - Girls group supplies
21/11/2025	Baker Ross	CARD #441	60.70		10.12	4720	410	50.58	Youth - Christmas craft
21/11/2025	Snell	BACS #442	50.00			4190	130	50.00	Staff development
21/11/2025	The Turning Tides Project	BACS #443	106.00			4720	410	106.00	Youth - room hire
21/11/2025	Tindle Newspapers	BACS #444	118.82		19.81	4660	390	99.01	CinC - advert
21/11/2025	Vivian Architecture Ltd	BACS #445	200.00			4120	350	200.00	OLS - outline scheme
						344	0	-200.00	OLS - outline scheme
						6000	350	200.00	OLS - outline scheme
21/11/2025	Andersons Wholesale	BACS #446	328.67		54.78	4660	390	273.89	CinC - grotto gifts
21/11/2025	Vivian Architecture Ltd	BACS #447	600.00			4120	350	600.00	OLS - redesign work
						344	0	-600.00	OLS - redesign work
						6000	350	600.00	OLS - redesign work
21/11/2025	Wage payments	BACS #448	11,330.05			4000	110	8,396.56	Salaries - November
						4005	110	2,933.49	Salaries - November

Payments for Month 8				Nominal Ledger					
Date	Payee Name	Reference	£ Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Detail
21/11/2025	HMRC	BACS #449	2,837.82			4030	110	2,191.65	NI/PAYE - November
						4010	110	646.17	NI/PAYE - November
21/11/2025	Peninsula Pensions	BACS #450	3,828.04			4040	110	2,947.90	Pensions - November
						4015	110	880.14	Pensions - November
24/11/2025	Vinted	CARD #451	19.53			4120	120	3.35	Card used in error
						4120	120	4.75	Card used in error
						4120	120	11.43	Card used in error
24/11/2025	`BT Group PLC	DD #452	91.08		15.18	4075	120	75.90	Broadband charges
24/11/2025	Everflow	DD #453	34.38			4235	340	34.38	Water - Newcombes toilet
26/11/2025	Concorde	DD #454	136.83		22.81	4060	120	114.02	Printing charges
28/11/2025	Concorde	DD #455	2,105.69		350.95	4120	400	1,754.74	Contract termination - phones
28/11/2025	████ Snell	BACS #456	50.00			4190	130	50.00	Staff development
28/11/2025	GRIN SW LLP	BACS #457	100.00			4185	130	100.00	GRIN subscription
28/11/2025	Tindle Newspapers	BACS #458	148.48		24.74	4660	390	123.74	CinC advert
28/11/2025	PPL PRS	BACS #459	281.92		46.99	4650	390	234.93	CinC - PRS licence
28/11/2025	Olas Art	BACS #460	350.00			4720	410	350.00	Youth summer graffiti project
28/11/2025	DAISI	BACS #461	350.00			4660	390	350.00	CinC workshops
28/11/2025	Prosound Solutions (SW) Ltd	BACS #462	1,035.00		172.50	4660	390	862.50	CinC stage & sound
28/11/2025	GCW Services	BACS #463	1,440.00		240.00	4230	160	1,200.00	Water troughs - Barnfield
						334	0	-1,200.00	Water troughs - Barnfield
						6000	160	1,200.00	Water troughs - Barnfield
28/11/2025	LITE Ltd	BACS #464	1,741.70		290.28	4670	390	1,451.42	CinC new lighting
28/11/2025	Tozers LLP	BACS #465	1,800.00		300.00	4105	120	1,500.00	Fixed Advice Service retainer
Total Payments for Month			36,339.74	0.00	1,984.15			34,355.59	
Balance Carried Fwd			270,485.28						
Cashbook Totals			306,825.02	0.00	1,984.15			304,840.87	

Receipts for Month 8

Nominal Ledger Analysis

<u>Receipt Ref</u>	<u>Name of Payer</u>	<u>£ Amnt Received</u>	<u>£ Debtors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
Balance Brought Fwd :		688,727.74					688,727.74	
	Banked 04/11/2025	2,079.74						
CCLA #8	CCLA	2,079.74			1090	120	2,079.74	Interest on account
Total Receipts for Month		2,079.74	0.00	0.00			2,079.74	
Cashbook Totals		690,807.48	0.00	0.00			690,807.48	

Payments for Month 8				Nominal Ledger					
<u>Date</u>	<u>Payee Name</u>	<u>Reference</u>	<u>£ Total Amnt</u>	<u>£ Creditors</u>	<u>£ VAT</u>	<u>A/c</u>	<u>Centre</u>	<u>£ Amount</u>	<u>Transaction Detail</u>
			0.00						
Total Payments for Month			0.00	0.00	0.00			0.00	
Balance Carried Fwd			690,807.48						
Cashbook Totals			690,807.48	0.00	0.00			690,807.48	

**Bank Reconciliation Statement as at 30/11/2025
for Cashbook 1 - Co-Operative 9217**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
Co-Operative Current 15006951	30/11/2025	333	270,485.28
			<u>270,485.28</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			270,485.28
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			270,485.28
		Balance per Cash Book is :-	270,485.28
		Difference is :-	0.00

R Avery (Clerk/RFO):

Name Signed Date

Signatory 2:

Name Signed Date

Signatory 1:

Name Signed Date

**Bank Reconciliation Statement as at 30/11/2025
for Cashbook 7 - CCLA**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
CCLA	30/11/2025		690,807.48
			<u>690,807.48</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			690,807.48
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			690,807.48
		Balance per Cash Book is :-	690,807.48
		Difference is :-	0.00

R Avery (Clerk & RFO):

Name Signed Date

Signatory 2:

Name Signed Date

Signatory 1:

Name Signed Date

**Bank Reconciliation Statement as at 30/11/2025
for Cashbook 3 - Nationwide Account 7276**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page</u>	<u>Balances</u>
Nationwide Account 90097276	30/11/2025		0.00
			0.00
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			0.00
			0.00
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			0.00
			0.00
		Balance per Cash Book is :-	0.00
		Difference is :-	0.00

R Avery (Clerk & RFO):

Name Signed Date

Signatory 2:

Name Signed Date

Signatory 1:

Name Signed Date

Crediton Town Council FY 2025-26

Bank - Cash and Investment Reconciliation as at 30 November 2025

Confirmed Bank & Investment Balances

Bank Statement Balances

30/11/2025	Co-Operative Current 15006951	270,485.28
30/11/2025	Nationwide Account 90097276	0.00
30/11/2025	CCLA	690,807.48

961,292.76

Receipts not on Bank Statement

0.00

Closing Balance

961,292.76

All Cash & Bank Accounts

1	Co-Operative C/Account 9217	270,485.28
3	Nationwide Account 7276	0.00
7	CCLA	690,807.48

Other Cash & Bank Balances

0.00

Total Cash & Bank Balances

961,292.76

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BRANCH : BUSINESS DIRECTPLUS 0892996580921700 PAGE 333
BIC : CPBKGB22 IBAN : GB41CPBK08929965809217
TYPE : CHARITY COMM CREDITON TOWN COUNCIL 10 DEC 25

Date	Description	Withdrawals	Deposits	Balance
28 NOV 25	BROUGHT FORWARD			276,886.98
28 NOV 25		350.00		
28 NOV 25		350.00		
28 NOV 25		1,035.00		
28 NOV 25		1,440.00		
28 NOV 25		1,741.70		
28 NOV 25		1,800.00		
28 NOV 25			60.00	
28 NOV 25			125.00	
28 NOV 25			130.00	270,485.28
01 DEC 25		230.02		
01 DEC 25		29.46		
01 DEC 25		910.00		
01 DEC 25		1,408.33		267,907.47
03 DEC 25		21.60		
03 DEC 25			1.00	267,886.87
04 DEC 25			310.57	268,197.44
05 DEC 25		28.80		
05 DEC 25			19.53	
05 DEC 25			35.37	268,223.54

Statement of Account

Mrs Rachel Avery
Manor Office
6 North Street
Credition
EX17 2BR

5 December 2025

Account name: **CREDITON TOWN COUNCIL**
Account number: **PS3078933-001**
Statement period: **31/10/2025 to 30/11/2025**

Account summary

Total valuation as at 30 November 2025 **£690,807.48**
Total valuation as at last statement at 31 October 2025 **£688,727.74**

Holdings as at 30 November 2025

Fund name	Unit/share holdings	Price per unit/share	Value
Public Sector Deposit Fund SC4 - Public Sector GB00B3LDFH01	690,807.4800	£1.00	£690,807.48
			Total value
			£690,807.48

Transactions for the period from 31 October 2025 to 30 November 2025

Public Sector Deposit Fund SC4 - Public Sector

Transaction date	Transaction type	Unit/shares	Price per unit/share	Amount (GBP)
04/11/2025	Income Reinvestment	2,079.7400	£1.0000	£2,079.74

Correspondence address: PO Box 12892, Dunmow, Essex CM6 9DL

clientservices@ccla.co.uk

Freephone 0800 022 3505

www.ccla.co.uk

Fund documentation is available at www.ccla.co.uk/investments, or may be requested from our Client Services team. Telephone calls are recorded.
CCLA Investment Management Limited (registered in England & Wales, No. 2183088) is authorised and regulated by the Financial Conduct Authority.
Registered address: One Angel Lane, London EC4R 3AB.

The average Fund yield for this period was 3.98% p.a.

Income for the period is as follows:

Month	Date paid	Method	Amount (£)	Destination
Nov 2025	02/12/2025	Reinvestment	£2,259.63	PS3078933-001

All CCLA forms are available on our website: **www.ccla.co.uk/resources/client-documentation**. Please ensure that you download and use the latest available form to make any transaction or amendment. Using an old form will result in the instruction being rejected.

Before making any additional investments into CCLA funds, please read the most recent version of the relevant fund's key information document (KID). KIDs can help investors understand the nature, risks, costs, potential gains and potential losses of fund, and compare the fund with other products. The KIDs for our funds are available in the investments section of our website at, www.ccla.co.uk. Or, you can ask us to send you copies, free of charge, by emailing our Client Services team at clientservices@ccla.co.uk.

Please keep all documents (including this statement) safe as you may need to refer to the information in the future.

If you would like to discuss any of the information on your statement please contact Client Services.

A glossary of terms used in this communication is available on **www.ccla.co.uk/glossary**. If you would like the information in an alternative format or have any queries, please call us on **0800 022 3505** or email us at **clientservices@ccla.co.uk**.

Year To Date Budget 2025-2026

EXPENDITURE	Budget	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	EXPENDITURE	%Budget Spent	Remaining	Total Spend
Salaries														Salaries			
Salaries, Including NI & Pensions	240,000	18,264	18,024	17,692	17,554	19,480	18,888	19,555	17,996					Salaries, Including NI & Pensions	61%	92,547	147,453
Payroll	300													Payroll		300	
Office Administration														Office Administration			
Photocopier/Printing	1,000	(140)	140	55	157		110	16	114					Photocopier/Printing	45%	548	452
Postage	250	4		6	51	4	5	8						Postage	31%	172	78
IT Support	6,200	517	528	528	363	690	525	551	370					IT Support	66%	2,128	4,072
Telephone/Broadband	1,800	149	149	149	149	149	149	217	76					Telephone/Broadband	66%	613	1,187
Audt Fees	2,500		395					1,365	395					Audt Fees	86%	345	2,155
Stationery	250	16	14	24	2		29							Stationery	34%	165	85
Software	4,000	379	1,250					150						Software	44%	2,221	1,779
Reference books	150													Reference books		150	
Security Waste Collection	50				12									Security Waste Collection	24%	38	12
Legal/Professional Services*	6,500	885			1,032		2,125		1,500					Legal/Professional Services*	85%	958	5,542
Insurance	5,500		4,283		1,054									Insurance	97%	163	5,337
Office Equipment	1,500							1,453						Office Equipment	97%	47	1,453
Other	500	2	70					100	20					Other	38%	308	192
Office Supplies/Consumables	500	77	62	19	43	17	81							Office Supplies/Consumables	60%	201	299
Defibrillator Renewal (approved from General Res)	-			1,800										Defibrillator Renewal	-	1,800	1,800
Contract termination (FC consideration 16/12/25)	-								1,755								
Council and Councillors														Council and Councillors			
Councillor/Clerk Expenses	1,200	608	20		117									Councillor/Clerk Expenses	62%	455	745
Councillor e-mail addresses	600													Councillor e-mail addresses		600	
Advertising	750					66		120						Advertising	25%	564	186
Mayor's Allowance	600													Mayor's Allowance		600	
Councillor Allowances	1,440					624								Councillor Allowances	43%	816	624
Annual Town Meeting	400			54										Annual Town Meeting	14%	346	54
Mayor's Reception	2,000													Mayor's Reception		2,000	
Hospitality	200													Hospitality		200	
Remembrance Day	1,200									25				Remembrance Day	2%	1,175	25
Website	1,800	275								75				Website	19%	1,450	350
Website Accessibility Work	-													Website Accessibility Work		-	
Subscriptions	2,500	1,423	108						100					Subscriptions	65%	869	1,631
Staff/Councillor Training	4,000				160			495	179	2,047				Staff/Councillor Training	72%	1,119	2,881
Honorarium	400													Honorarium		400	
Parking Permit	600									409				Parking Permit	68%	191	409
Public Consultations	500													Public Consultations		500	
Meeting Room Charges	500		29		74		49		22					Meeting Room Charges	35%	326	174
Civic Functions	6,000													Civic Functions		6,000	
Allotments														Allotments			
Exhibition Road general/scheduled maintenance	950		130		125	65	440		115					Exhibition Road general/scheduled maintenance	92%	75	875
Exhibition Road water/water maintenance and repairs	750							366						Exhibition Road water/water maintenance and repairs	49%	384	366
Barnfield general/scheduled maintenance	900		220			125			85					Barnfield general/scheduled maintenance	48%	470	430
Barnfield water/water maintenance and repairs	750					277								Barnfield water/water maintenance and repairs	37%	473	277
Moffats general/scheduled maintenance	200													Moffats general/scheduled maintenance		200	
Moffats water/water maintenance and repairs	500				89			237						Moffats water/water maintenance and repairs	65%	174	326
Boniface Allotments Association fees	300													Boniface Allotments Association fees		300	
Property and Assets														Property and Assets			
Peoples Park maintenance	3,000						700		220				700	Peoples Park maintenance	54%	1,380	1,620
Peoples Park grass cutting	3,000		480		410	410		205	615					Peoples Park grass cutting	71%	880	2,120
Peoples Park Memorial Garden	1,250													Peoples Park Memorial Garden		1,250	
Peoples Park Wildlife Area	250													Peoples Park Wildlife Area		250	
Upper Deck general maintenance and cleaning	500		100			25			55					Upper Deck general maintenance and cleaning	36%	320	180
Bandstand electricity	250			3	3		5							Bandstand electricity	4%	239	11
Bandstand cleaning and general maintenance	750													Bandstand cleaning and general maintenance		750	
War Memorial netting	-													War Memorial netting		-	
War Memorial cleaning and general maintenance	350													War Memorial cleaning and general maintenance		350	
Street Furniture general maintenance	1,500							755		525				Street Furniture general maintenance	85%	221	1,280
Street Furniture bus shelter maintenance	-													Street Furniture bus shelter maintenance		-	
Town Clock	750													Town Clock		750	
Stoney Park maintenance	750		400											Stoney Park maintenance	53%	350	400

Boniface Statue maintenance and cleaning	350														Boniface Statue maintenance and cleaning		350	
Millenium Cross maintenance and cleaning	150														Millenium Cross maintenance and cleaning		150	
Garage rental	1,850			910											Garage rental	49%	940	910
Public open spaces (SPG & Fulda Crescent)	1,500		305		105	95									Public open spaces (SPG & Fulda Crescent)	34%	995	505
Newcombes Meadow toilets water	500	20	27	27	27	27	70	27	34						Newcombes Meadow toilets water	52%	241	259
Newcombes Meadow toilets electricity	600	9	47	45	45	45	46	37	37						Newcombes Meadow toilets electricity	52%	289	311
Newcombes Meadow toilets supplies & repairs	400	100													Newcombes Meadow toilets supplies & repairs	25%	300	100
Newcombes Meadow toilets door locking	200														Newcombes Meadow toilets door locking		200	
Old Landscore School electricity	1,000	33	32	39	38	38	38								Old Landscore School electricity	22%	782	218
Old Landscore School equipment	500														Old Landscore School equipment		500	
Old Landscore School water charges	400	(38)	38		55				52						Old Landscore School water charges	27%	293	107
Old Landscore School telephone/broadband	-														Old Landscore School telephone/broadband		-	
Old Landscore School maintenance	2,000														Old Landscore School maintenance		2,000	
Old Landscore School business rates	4,000			2,970						545					Old Landscore School business rates	88%	485	3,515
Old Landscore School insurance	-														Old Landscore School insurance		-	
Annual QTRA	1,000						1,153								Annual QTRA	115%	153	1,153
Additional tree works	3,000							550							Additional tree works	18%	2,450	550
Town maintenance contract	13,000		1,146	1,194	1,335	1,478	1,305	20	2,906	25					Town maintenance contract	72%	3,591	9,409
General Small works	3,000	150		77		150	1,996	500							General Small works	96%	127	2,873
CCTV	11,000			2,630	150			3,664							CCTV	59%	4,556	6,444
Council Offices															Council Offices			
Bungalow rent & costs	15,000	833	3,296	2,242	2,710	2,242	2,242	450		298					Bungalow rent & costs	95%	687	14,313
Main office rent*	14,542					6,039		1,408	1,408	1,408	1,408	1,408	1,408		Main office rent	100%	55	14,487
Electricity	2,500	138	194	154	438	151	420	59							Electricity	62%	946	1,554
Water	400	19	21	26	19	25	12	18		24					Water	41%	236	164
Fire Extinguishers	350	43													Fire Extinguishers	12%	307	43
General Premises Maintenance	500				115		117	150							General Premises Maintenance	76%	118	382
Business rates	3,500	323	319	638	319	319				1,582					Business rates	100%	-	3,500
Refreshments	120		7	3	10		14	18	3						Refreshments	46%	65	55
Floral Crediton															Floral Crediton			
Plants/Flowers	2,500			1,542	84			272		546					Plants/Flowers	98%	56	2,444
Awards Evening	100							20	33						Awards Evening	53%	47	53
Hanging baskets/troughs & watering	7,000				3,332			3332							Hanging baskets/troughs & watering	95%	336	6,664
Other Floral costs	500			60			38			7					Other Floral costs	21%	395	105
New planters (replacements)	1,000														New planters (replacements)		1,000	
Christmas in Crediton															Christmas in Crediton			
Repeat Costs	13,500						207	240	235	1,062					Repeat Costs	13%	11,756	1,744
Community Participation	7,500							408	1,997	274					Community Participation	36%	4,821	2,679
New Infrastructure	4,000								1,451						New Infrastructure	36%	2,549	1,451
Miscellaneous	1,000														Miscellaneous		1,000	
VE Day															VE Day			
General expenditure - events (transfer from EMR)	4,505		2,736	1,664	240	336									General expenditure - events	110%	471	4,976
Big Boniface Bash															Big Boniface Bash			
General expenditure - events (transfer from EMR)	5,009			2,731	1,855										General expenditure - events	92%	423	4,586
Crediton Food Festival															Crediton Food Festival			
General expenditure - events (transfer from EMR)	3,088		384	20	3,150	3,248	40								General expenditure - events	222%	3,754	6,842
VJ Day															VJ Day			
General expenditure - events (transfer from EMR)	2,480					290	75								General expenditure - events	15%		365
Additional Services															Additional Services			
DCC grass cutting	5,000														DCC grass cutting		5,000	
Youth Work*	6,000	300	82	30	1,050	58	211	1,417	583						Youth Work*	62%	2,269	3,731
Annual grants to community groups	50,000	42,225								700					Annual grants to community groups	86%	7,075	42,925
Crediton Urban Taskforce	500														Crediton Urban Taskforce		500	
Budget Spend	507,433	66,614	35,036	37,272	36,532	36,473	31,090	38,183	32,356.10						Budget Spend	64%	179,043	326,276
EXPENDITURE: Ear Marked Reserves**	Budget														EXPENDITURE: Ear Marked Reserves**			
EMR 370: VE Day	-	475													EMR 370: VE Day			
EMR 349: St Boniface/Devon Day	-	1,060													EMR 349: St Boniface/Devon Day			
EMR 334: Allotments			1,180						1,200						EMR 334: Allotments			
EMR 328: Premises			440					6,335							EMR: Premises			

	<i>Earmarked Reserves</i>	Balance as 1 April 2025	April income*	April Expenditure	May Expenditure	June Expenditure	July	Aug	Sept	Oct	Nov Expenditure	Dec	Jan	Feb	Mar	Current balance
320	EMR - Elections	15,000.00	2,500.00						-16,702.13							797.87
321	EMR - Citizen Badges	500.00														500.00
322	EMR - St.Furniture/Small Work	4,479.26	20.74													4,500.00
323	EMR - Economic Development	10,000.00														10,000.00
324	EMR - P3 Parish Paths	1,966.17	3.83													1,970.00
325	EMR - Floral Crediton	2,344.00	166.00													2,510.00
326	EMR - Town Clock	1,000.00														1,000.00
327	EMR - Upper Deck	960.00	40.00						-350.00							650.00
328	EMR - Premises	13,950.00	1,050.00		-439.95					-6,335.00						8,225.05
329	EMR - CCTV	25,000.00														25,000.00
330	EMR - Boniface Statue	9,780.00	220.00													10,000.00
331	EMR - War Memorial	9,994.00	6.00													10,000.00
332	EMR - Band Stand	10,600.00														10,600.00
333	EMR - Mayors Chain	1,000.00														1,000.00
334	EMR - Allotments	11,936.09	44.00		-1,180.09						-1,200.00					9,600.00
335	EMR - Neighbourhood Planning	3,749.00	51.00													3,800.00
336	EMR - Localism Projects	25,000.00	10,000.00			-4,900.00										30,100.00
337	EMR - General Legal/Prof Fees	6,821.00	179.00								-1,500.00					5,500.00
338	EMR - Council Building Fund	199,933.99	15,000.00			-4,000.00	-1,000.00	-1,800.00			-7,041.65					201,092.34
339	EMR - IT Equipment/Support	5,979.01	20.99													6,000.00
340	EMR - Staffing Costs	15,000.00														15,000.00
341	EMR - Newcombes Meadow Money	6,732.00	18.00													6,750.00
342	EMR - Tree Works	3,000.00														3,000.00
343	EMR - FP19 - Repairs															0.00
344	EMR - OLS Project	21,000.00	5,000.00								-800.00					25,200.00
345	EMR - Christmas in Crediton	9,830.00	170.00													10,000.00
346	EMR - Grants	5,843.30														5,843.30
347	EMR - Civilian Flag Bearer	356.80	43.20													400.00
348	EMR - Salt Spreader	165.00	10.00													175.00
349	EMR - St Boniface/Devon Day	6,058.38	10.37	-1,060.00	-5,008.75											0.00
351	EMR - DCC Feasibility study	190.00														190.00
352	EMR - PP Wildlife Area	130.00														130.00
353	EMR - Defibrillator Project															-
354	EMR - Xmas Lights Ren/Repairs	708.20	291.80													1,000.00
356	EMR - Incredible Edibles TS															-
357	EMR - Allotment Access Project	877.56	2.44													880.00
358	EMR - Traffic & Urban Realm FS															-
359	EMR - Diversity Festival	750.00														750.00
360	EMR - P3 Tinpot Handrail															0.00
361	EMR - Tinpot Lane															0.00
362	EMR - Benches	4,652.00	98.00													4,750.00
363	EMR - Fingerpost	141.52	8.48													150.00
364	EMR - Project Initiation Fund	9,000.00														9,000.00
365	EMR - Youth PCC Grant	176.11														176.11
366	EMR - Youth underspend 24/25	1,609.15														1,609.15
367	EMR - LA Services	45,000.00	24,000.00													69,000.00
368	EMR - Telephone box	2,500.00														2,500.00
369	EMR - Food Festival	3,088.04			-3,088.04											0.00
370	EMR - VE Day	4,600.00	380.00	-475.00	-4,505.00											0.00
371	EMR - VJ Day	2,500.00				-19.99	-2,480.01									0.00
372	EMR - Love Your Town Centre	582.00														582.00
373	EMR - Youth subs 24/25	2,045.07														2,045.07
		506,527.65	59,333.85	-1,535.00	-14,221.83	-8,919.99	-3,480.01	-1,800.00	-17,052.13	-6,335.00	-10,541.65	0.00	0.00	0.00	0.00	501,975.89

*EMRs increased as approved in 25/26 budget



CREDITON TOWN COUNCIL

Contract Termination Report

Report by: Deputy Clerk
To: Full Council
Date: For consideration on 16 Dec 2025

Recommendation

Full Council is requested to retrospectively approve spending from General Reserves (GR).

1. Purpose

- 1.1 This report provides a recommendation to approve spending from GR, to cover a one-off cost.

2. Background

- 2.1. As part of the relocation to Manor Office, Crediton Town Council terminated its current broadband contract.
- 2.2. The termination fee totalled £1,754.74 + VAT.
- 2.3. Due to the direct debit in place, this fee has already been paid.
- 2.4. 50% of the fee is due to be repaid to CTC by the new broadband provider.

3. Proposals

- 3.1. To retrospectively approve spending £1,754.74 from GR, with 50% of the fee being recouped in December.

4. Financial Implications

- 4.1 There is £242,533 remaining in General Reserves

5. Conclusion

- 5.1. Full Council is requested to approve the proposal to ensure transparency in the management and spending of general reserves.



CREDITON TOWN COUNCIL

Paddling Pool Report

Report by: Town Clerk
To: Full Council
Date: For consideration on 16 December 2025

Recommendation

Full Council is requested to consider the proposals within this report, relating to the future of the Paddling Pool.

1. Purpose

- 1.1 This report provides information from an officer-led meeting between MDDC and CTC relating to the future of the paddling pool at Newcombes Meadow.

2. Background

- 2.1. CTC resolved to pay up to £12,000.00 for the running costs in 2025/26, to ensure the security of the paddling pool for the same financial year.
- 2.2. It is anticipated that the same contribution will be requested in 2026/27.
- 2.3. MDDC have previously highlighted that the paddling pool and its associated infrastructure is at end of life and lacks legislative compliance. A quote of around £240,000.00 was provided last year for improvement works required to ensure the safeguarding of the asset in the future and to improve the pump room and water testing.
- 2.4. At a meeting held on 10 December 2025, MDDC requested that CTC consider the future provision of the paddling pool.
- 2.5. The recent budgeting survey highlighted that 23 of the 73 respondents wished to see play areas and public parks managed locally by CTC (44 requested that CTC lobbies a higher authority and 6 stated that it was not important to them).

3. Proposals

- 3.1. That CTC consider a capital expenditure financial commitment to provide:
 - An upgraded over ground pump room
 - New filtration equipment
 - A toilet facility
- 3.2 This would provide security to the asset for a further approximate ten years.
- 3.3 Should CTC approve the below financial commitment, it must be noted that appropriate planning permissions and community consultations would take place.

4. Financial Implications

- 4.1 An estimated cost for the above is £350-400,000.00.
- 4.2 There is approximately £240,000.00 in General Reserves.
- 4.3 There is £150,000.00 remaining in allocated S106 funding for associated play facilities in Newcombes Meadow, which MDDC have confirmed could be used for this project.

- 4.4 The shortfall of approximately £250,000 would have to be met by CTC and MDDC.
- 4.5 MDDC have offered the possibility of supporting half of the capital costs.
- 4.6 Members are requested to consider funding half of the remaining shortfall.
- 4.7 There will be future ongoing costs, as it would be anticipated that the asset would be transferred to CTC, subject to agreement between CTC and MDDC.
- 4.8 There is a Local Authority EMR, currently totalling £69,000.00.

5. Conclusion

- 5.1. Full Council is requested to consider the proposals above, to ensure a transparent decision is made relating to this matter.



CREDITON TOWN COUNCIL

Budgeting Survey Results Report

Report by: Town Clerk
To: Full Council
Date: For consideration on 16 December 2025

Recommendation

Full Council is requested to note and review the results of the Budgeting Survey undertaken in November 2025.

1. Purpose

- 1.1 This report provides information on the responses received throughout the duration of the survey regarding CTC's Budget 2026/27.

2. Background

- 2.1 A total of 73 responses were received.
2.2 Results are presented on a percentage basis.
2.3 Where a free response was provided, comments have been provided in full.
2.4 No personal details were taken, so it cannot be confirmed if members of the public responded more than once to the survey or that they lived in Credition (though the first question stated if not a resident to not complete the questions). If a survey on budgeting is undertaken in 2026, consideration will be given to quantifying a respondent's home address.

3. Results

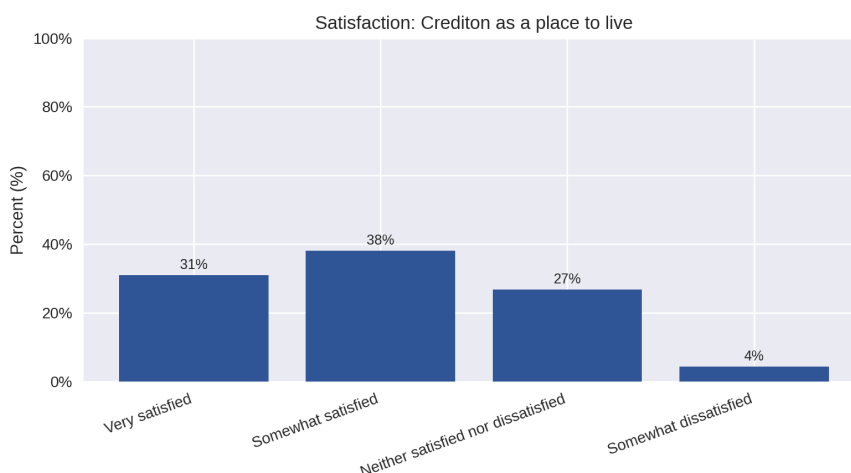
Do you live in Credition Town and pay 'Credition Town Council'? (You can check this on your council tax bill)

If your answer is NO, please do not complete the rest of this survey.

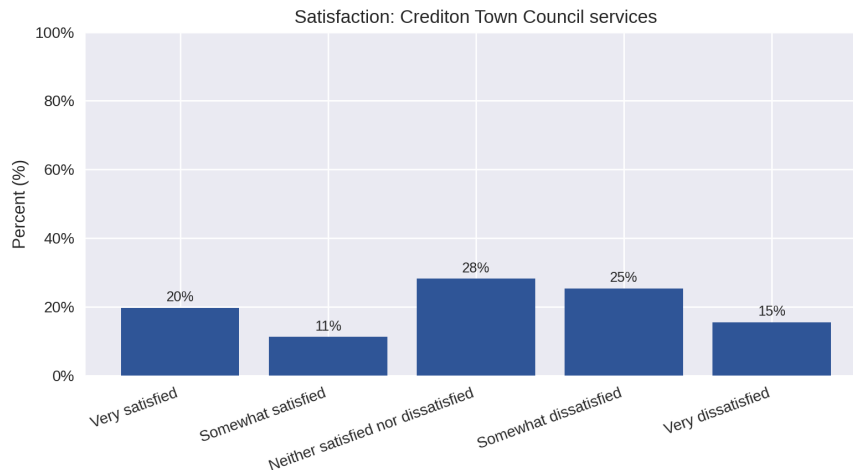
Yes – 97% (72 respondents)

No – 3% (1 respondent)

How satisfied are you with Credition as a place to live?



How satisfied are you with the services Crediton Town Council runs?



Please use the textbox below to provide more information on your answer to question 3.

'Dedicated staff working with so many competing priorities'

'Hit and miss public toilets, waste money, don't listen to the town folk, public meetings waste of time as no action and your treated like something they've have stepped in'

'Would like more support for independent businesses in Crediton, particularly in the High St and to include them in the bigger events eg Christmas in Crediton, Big Boniface Bash, Food Festival etc. At the moment it's all centred in The Square. Would like to see all areas of the town included and Crediton businesses used and supported - eg not bringing in outside food vendors'

'Job just to access this form'

'Feels like the Councillors don't always react to queries from local people'

'Too much money is spent on staff and administration'

'Not entirely clear on the services provided by the local council. I like things like the Christmas light switch on which I think is local council event'

'I personally feel that too much focus is given to youth services. God forbid if anyone were to voice that though. As soon as you mention the word youth or children it's as if you had no right to object even if it were to suggest things could be managed in a better way. I also think that grants are not scrutinised sufficiently. Some organisations seemingly get them every year without question after the first occasion. I'd rather cut out the middle man and give directly. As for the CCTV, well what an expensive farce. Has it helped at all?'

'I think too much of the town council's funding goes towards running the youth service which benefits only a very small number of Crediton residents. And a lot of council funding (50%) seems to go on just employing a very small number of people for marginal benefit to the whole town (it would be interesting to see how much of that salary section on the budget is actually just for running the youth service...i suspect you hide that information deliberately)'

'The amount charged is very high. It says in the Kirton Quarterly that it's the highest in the district'

'The unbelievable increases in council tax for the council over the last few years have been shocking, and the way that money has been spent has bordered on criminal or at best unseen'

'I am frustrated by the way the town council prioritises funding. For example buying the old Landscore school building which always needed huge investment to make fit for purpose and is wholly in appropriate as a community venue with it's lack of parking. Meanwhile the town toilets have closed at either end of the high street'

'The town council's priorities do not seem well aligned with public need (rather with the TC members hobby horses). The Crediton Town Council element of the council tax bill has risen vastly more than inflation over the past 15 years. We do not seem to be getting good value for that'

'I do not know enough'

*'Im not sure which services are provided by the council and which are funded/organised by other bodies'
'I think with the funds the Town Council have they could do more for the town'*

'Poor value for money'

'The town council is visibly doing its best to provide a blend of services and cultural activities to make Crediton a better place to live and work in. It is doing this despite a backdrop of decades of reduced funding and reduced services nationally'

'I think that given the staff hours available they deliver really well. It is a balance of wanting more but at what cost to either the tax or reduction in other services - not easy but feel they do a good job'

'I'm mainly satisfied but definitely room for improvement on some things and funding going to youth services more would be good'

'I am very impressed with how the Town Council has improved it's support for our community in recent years. The modest council tax we pay is used in an excellent manner and I fully appreciate how they provide grants to local organisations'

'Crediton needs the return of a street sweeper to clear leaves from gutters/drain covers to prevent floods'

'I think the Town Council needs to work more closely with local businesses'

'What services. Whatever they do provide is of little benefit to me'

'How long have you got? All talk, no action. Councillors with too many roles - absolutely barmy to think they can give 100% to everything. Too political. Don't want to answer questions. Many councillors have been there a lifetime and have lost their passion if they ever had it. Far too political. and some are there just to make up party numbers. Absolute farce!'

'With limited resources I think the TC does well in maintaining Crediton as a nice place to live. I particularly value its work on public green spaces and use of a few events to boost the community, both socially and economically'

'Led by donkeys'

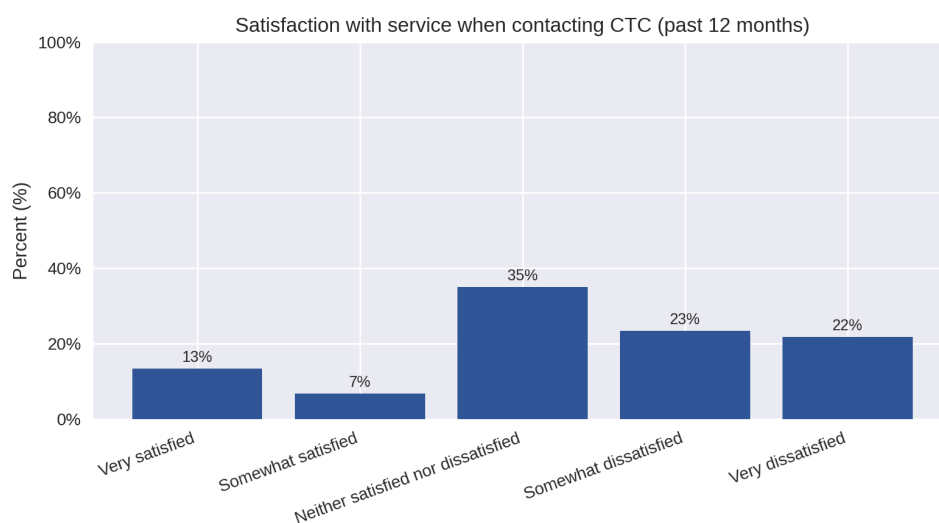
'Not a great job in all honesty. A lot of high profile failures and not much response forthcoming. Too many "old hands" spoiling the enthusiasm of the rest. Time for a change'

'Why are you asking? You probably won't read let alone take any notice of what I put here. That alone should tell you something'

'I don't really know what you do compared to mid-Devon council so hard to know if I'm satisfied or not'

'The events have been brilliant although communication, advertising and showing support to the high street traders could do with improvement. The precept has been increased every year, yet it does not feel like we see the value for money. Old Landscore School - run down, shutdown and left to rot yet loads of money spent on office space and renovations to a building which ultimately remains inaccessible to the disabled and folks with mobility issues. Thank goodness for our wonderful volunteers yet lots of money is still spent on flowers and watering but we barely have a working, clean toilet facility at Newcombes Meadow. It stinks and doesn't have any soap or paper towels'

If you have contacted Crediton Town Council in the past 12 months, how satisfied were you with the service you received?



Please use the textbox below to provide more information on your answer to question 5.

'They are not interested'

'Quick response, but feel they either are unaware of things that may affect the Town, or are aware but just haven't communicated it with the town. Eg road works and road closures impacting Christmas in Crediton'

'I received a complete lack of help'

'I have not contacted the local council'

'I've rarely been given any real support, and when I've asked questions, I've either been given evasive answers or just been told it's either Mid Devon District Council's issue, or Devon County Council's issue even when I know there are Crediton Councillors also members of those councils'

'I have not attempted to contact the council. I know we are discouraged from attending meetings and a lot of information seems to be secret and not available to the general public. It seems that even the councillors who are supposed to go to the meetings don't even bother to- isn't that why we had to have an election last time?!'

'the staff do not appear to be very friendly. Also it is advertised that the office is open at certain hours, but there has been no-one there on occasions when I have visited. A friend also told me he couldn't be let in because there was only one person in the building at the time, so no help could be given to his enquiry'

'I havent contactwd the council'

'Communications have been fine'

'Only contacted them once, by phone - anserwed really quickly and was given the information I needed straight away. Thanks'

'Have recently requested grant funding for a Parkrun in Crediton so at the moment until we know the decision I can't answer fully'

'I am involved with several events in the year and have always received excellent service from the Council staff'

'I have not needed to contact Crediton Town Council'

'fobbed off'

'Never got a reply'

'This grew out of contact on concerns I had on the rewilding of parts of Peoples Park (where I was reassured by some tweaks to the new regime) and concerned some informal tree planting near my house where the TC brokered contacts with the District Council and the original developer who is still the formal landowner'

'Led by donkeys'

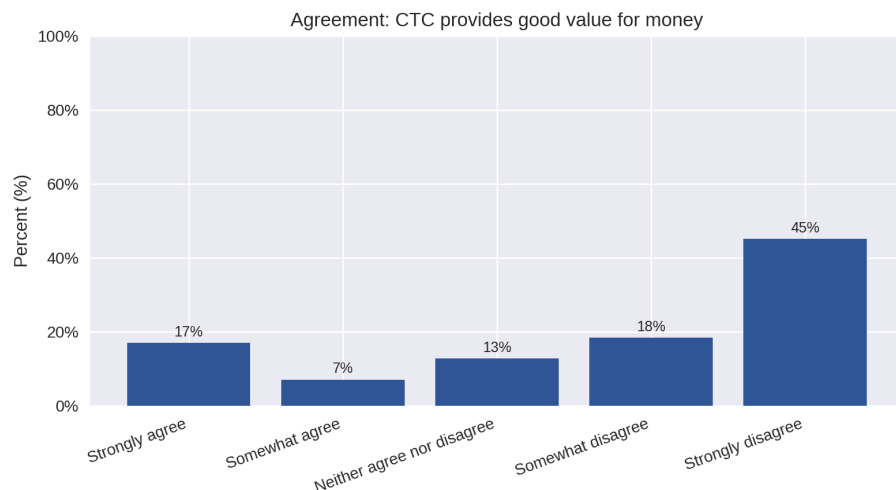
'Didn't get any assistance at all. Pointless exercise really'

'Why are you asking? You probably won't read let alone take any notice of what I put here. That alone should tell you something'

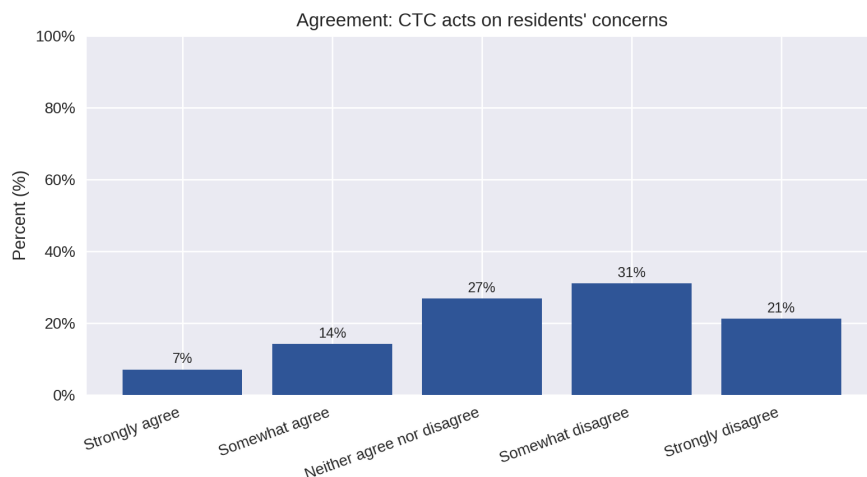
'Rude and evasive'

'The staff are helpful and reply quickly. Thank you!'

To what extent do you agree that Crediton Town Council provides good value for money? (A Band D property paid £182.74 (approximately £3.51 per week in 2025/26)



To what extent do you feel that Crediton Town Council acts on concerns of local residents?



Please use the textbox below to provide more information on your answer to question 8.

'They all like their own voices and think they're important which they're not their supposed to represent the public not the themselves'

'Lack of communication with businesses in town. Christmas in Crediton is happening in 2 weeks and has only just been advertised this week on social media. Businesses on the High St don't seem to have been asked to be involved and posters make no mention of them, except to add a line about Late Night Shopping'

'Late Night Shopping has been organised primarily by the traders with Tim working hard to pull things together and communicate with traders. Very much hoping the roadworks on the High St don't ruin the atmosphere we are working hard to create'

'I've watched meetings online and members of the public seem to be treated as though they shouldn't be there or even have an opinion!'

'I feel the Council has it's own agenda irrespective of residents. They believe they know best because they have been elected. Half of them are only there because they've been encouraged'

to do so by the Liberal Democrat party and then act like rabbits caught in the headlights when they have to attend a meeting. It's a joke'

'I think too many of the local councillors put districts and county council priorities before the good of our town and don't really care about Crediton- too many fingers in too many pies. Local councillors seem to actively suggest to their higher councils in district and county taking over services which those councils are responsible for so you have to once again put up the local precept by double digits percentage increases year on year- no wonder if local councils are more interested in district and county and don't care what the town residents have to pay. If District and County know they can easily persuade Town councillors to take on their responsibilities of course they are going to do so!!! I'm fed up, as a town resident, of having to fund services for all the outlying areas who use Crediton services when they all have only a tiny precept to pay in their own community compared to Crediton, because they are using ours and our local town councillors are not standing up for us'

'Many people would like to see the weeds cleared around the town, and this isn't happening. the pavements are overgrown. You are doing some things that the district council used to do - why aren't you keeping the place clean and tidy?'

'Everything I read about the council meetings points to them being a group of individuals who are completely detached from life outside of town hall, and have no comprehension of working life in the modern world'

'I do not think the town council are in touch with the thoughts of the local community. I have never had a questionnaire or opinion pole, just after the fact information about what they've 'achieved' which I largely would have objected to if given the choice'

'The town council wants to remove opportunity for the public to raise concerns at council meetings. This does not suggest much interest in acting on the concerns of local residents'

'Do not know enough to give a valid response'

'I've seen in town council meetings that they don't want interaction from the people that live here'

'There is a sense that an influential yet small minority of residents operating from the Facebook Group 'Crediton Matters' have a strong anti-tax, anti-services, anti-council agenda and are asserting a pressure on Crediton Town Council to respond to their whims and wishes. They claim to support a majority view but there is no evidence that this is the case. I worry that this pressure and disruption will prevent the council from acting on the concerns of the majority of residents'

'I asked about something which I found out was not their responsibility - they still helped me though - better than Mid Devon were'

'The parking around Dokkum Road into Fulda crescent and Saxon close is awful by people just leaving their cars on corners for days at a time and navigating coming out with poor visibility is awful, double yellow lines or parking restrictions should be put in place..'

'Too many new homes'

'Our councillors who are 'unpaid' work hard to provide good support for issues raised by the public in this very challenging financial time'

'I am not aware of any particular concerns'

'Issues raised do not seem to get resolved. Recent roadworks being a good example of frustrating organisation. I am aware highways are a DCC responsibility, but feel that councillors who also sit MDDC & DCC should do more'

'Most of the money is spent on running the council itself'

'Self serving lot who don't listen to residents as far as I'm concerned'

'I very much doubt if you'll read and really listen to what I put here ... and that's exactly the problem'

'I think there is a bit of a problem - not so much on the part of the TC as on the part of residents not understanding who is responsible for what. This may get much worse when the DC is replaced by a much more remote unitary. A UA may work well in a relatively homogeneous, high population density, largely urban area; I think there are real problems ahead in a county like Devon'

'Led by donkeys'

'Not in my experience. That's all I can say'

'Why are you asking? You probably won't read let alone take any notice of what I put here. That alone should tell you something'

'Who do they consult? Anyone other than each other?'

'It acts on what it thinks won't stir up conversation/dissent, not necessarily what impacts people's lives'

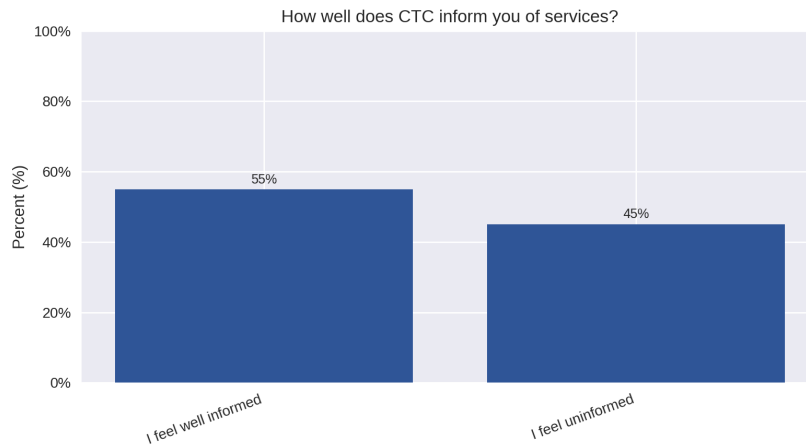
'I don't really know what you do so hard to know if it's good value and if you listen to us'

'Social media could be utilised more and rather than focusing on the town square market - most locals probably cannot afford to shop there! You're targeting a very select few! Speak to shop owners, clubs, Library, pubs - spend time at these places, perhaps the leisure centre, a cafe, a shop and be open to chat and engage. Find out what the locals would like and give real examples of potential costs'

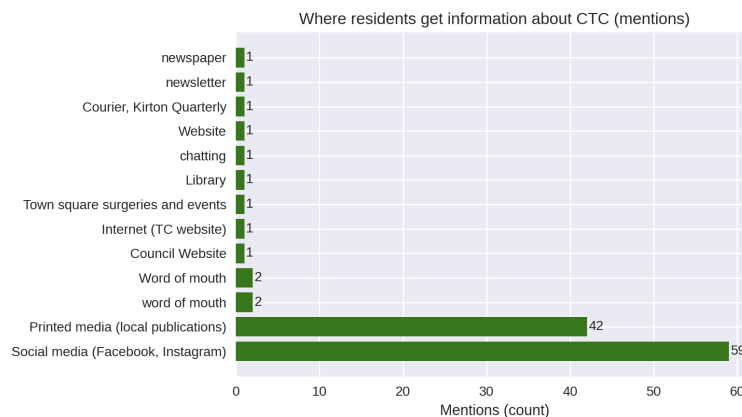
'Don't often need to ask'

'Info from Crediton Community Noticeboard'

How well does Crediton Town Council inform you of the services we provide?



Where do you get your information about Crediton Town Council?



If you answered uninformed, please tell us why.

'They are a secret sect they belonged to the bunch of clowns which the circus are missing'

'Watch meetings online but they seem to either go round in circles or speak in code! As a new trader on the High St I've been trying to find out what happens at Christmas but all I've learnt is we should organise our own things - then let the TC know what we plan to do!'

'Because thee only other choice was "well informed" and i certainly don't feel "well informed"'

'You might advertise something or post something once, whether it's three weeks in advance or a day in advance, but there is no consistency and communication seems very poor to me'

'The information is available but it is difficult to find. It is always very last minute. It isn't really clear what money is being spent on (other than events like Boniface bash etc)'

'I think it's due to the algorithm on social media. I don't always see the relevant information'

'I don't feel I am given honest or complete information'

'If it wasn't for the Kirtton Quarterly magazine I would know very little until Council tax becomes due again and you start trying to justify the tax increases (by saying things like "it's only a cup of coffee a week, or it's only 3p a week"...). I am glad your proposed increase this year is reasonable (about 5%) so

perhaps you have realised that town residents are sick of you hiking the precept to fund all sorts. I love how you claim all responsibility for funding the CCTV which from what I understand was mostly funded by grants from elsewhere? Some space to comment on the proposed areas you suggest funding in future Q13 onwards would have been useful if you were actually interested in what town residents thought (but you have probably already made up your minds on those and don't actually care what we think, no?), or for ideas for how those services could be provided without the council running and funding them...but then you don't really want public participation do you? That's why you voted against it at meetings!

'The Crediton Courier does not print reports on what happened in town council meetings. All the other parishes send in reports. Why doesn't Crediton Town Council?'

'There is no known communication methods provided to the community to understand what role the council provides to the local community outside of Kirton quarterly, the odd leaflet, and the dross posted on social media'

'The only information I get is via the Crediton courier Facebook posts which is not an appropriate means of council communication. Crediton town council needs to actively find ways to engage with the community. Social media can be used but not exclusively via the Courier''

'I don't use media very often'

'It's hard to know what's going on in Crediton sometimes because you need to know where to look for the info'

'Why just 2 choices? Can I not simply feel informed but not well informed?'

'The Town Council should use social media more effectively. I often miss information about events as I haven't seen them advertised'

'Not told about no Christmas trees until a few days before Christmas lights switch on'

'Should have an email address book where they can contact you proactively'

'Lack of christmas trees is a prime example - told a few days before switching on the lights when it had been known for months. Go on, justify that. Maybe it will make some weird sense in your heads but not in mine'

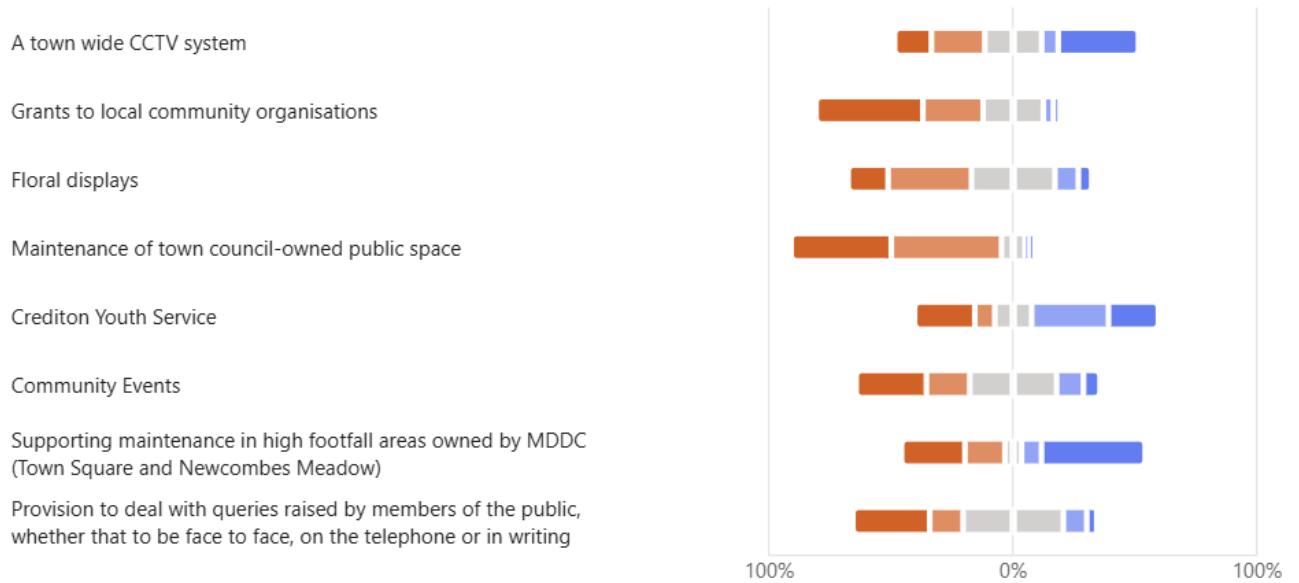
'Only hear what the Council wishes to promote, not what really matters'

'I'm told about what has been decided not what's being considered so that's pretty poor isn't it'

'I don't know what you do. I don't really engage with you'

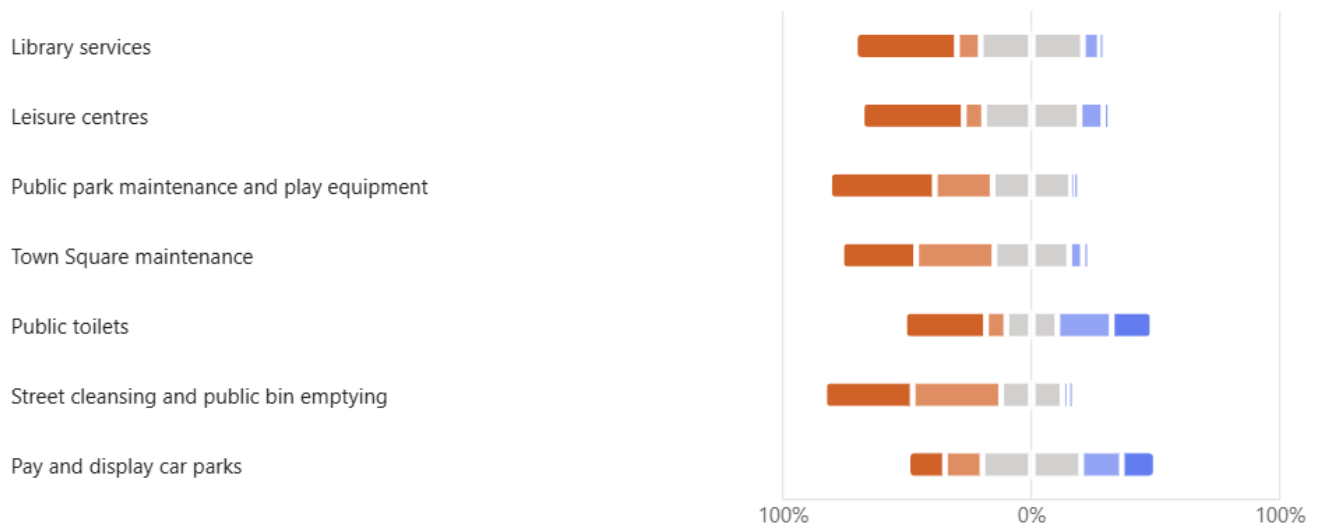
How important, or not, is it for Crediton Town Council to provide:

Very important Somewhat important Neutral Unimportant Strongly unimportant



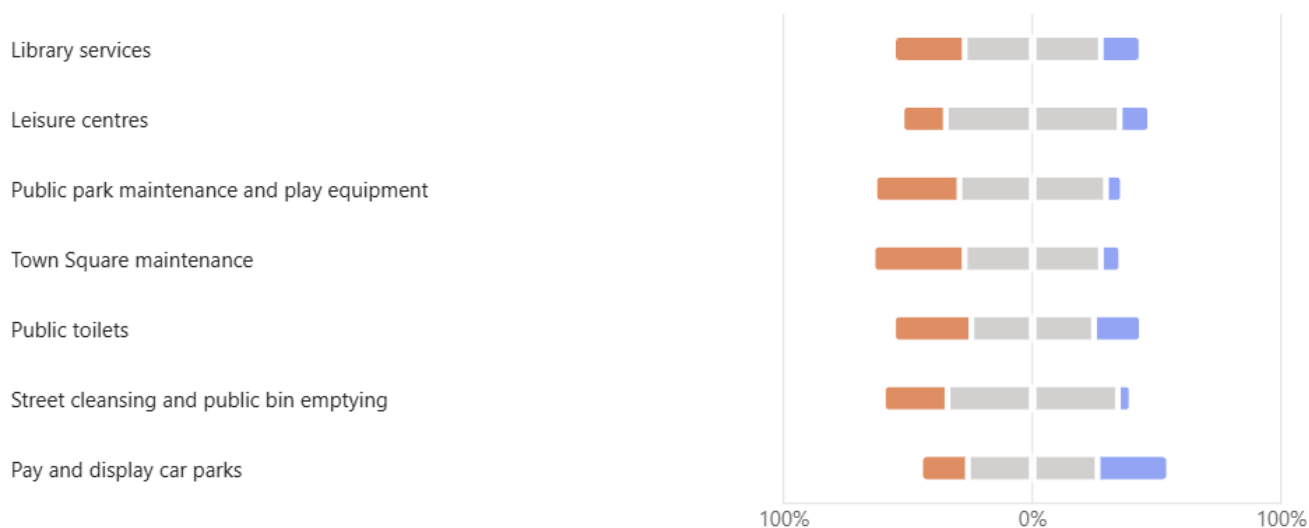
Which discretionary (not required by law) services, currently provided by either Devon County Council or Mid Devon District Council, do you feel are important?

Very important Somewhat important Neutral Unimportant Strongly unimportant

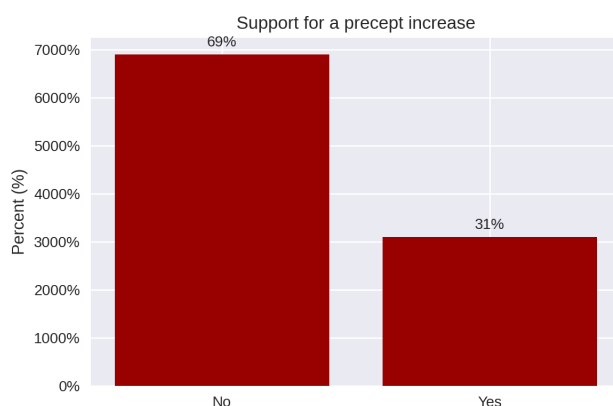


Should Mid Devon District Council or Devon County Council no longer be able to provide the services above, what would you prefer to see?

- Locally managed by Crediton Town Council
- Lobby a higher authority to manage (with no guarantee that this will happen)
- This service is not important to me



Would you support an increase in the precept to support the running of such services, and if you to what extent? If CTC were to increase our precept by £10,000.00 this would equal an additional £1.42 on a Band D property (less than 3p per week)



4. Financial Implications

4.1. Any increase or decrease to the precept will affect CTC's budget for 2026/27.

5. Climate Implications

5.1 There are no climate implications.

6. Conclusion

6.1 Full Council is requested to consider the above information to ensure a considered and transparent process for approving a budget for 2026/27.

Year To Date Budget 2025-2026

						BUDGET PROPOSALS 2026/27
EXPENDITURE	Budget	EXPENDITURE	%Budget Spent	Remaining	Total Spend	
Salaries		Salaries				
Salaries, Including NI & Pensions	240,000	Salaries, Including NI & Pensions	61%	92,547	147,453	252,000
Payroll	300	Payroll		300		500
						252,500
Office Administration		Office Administration				
Photocopier/Printing	1,000	Photocopier/Printing	45%	548	452	2,500
Postage	250	Postage	31%	172	78	150
IT Support	6,200	IT Support	66%	2,128	4,072	6,500
Telephone/Broadband	1,800	Telephone/Broadband	66%	613	1,187	2,500
Audit Fees	2,500	Audit Fees	86%	345	2,155	2,500
Stationery	250	Stationery	34%	165	85	250
Software	4,000	Software	44%	2,221	1,779	4,000
Reference books	150	Reference books		150		200
Security Waste Collection	50	Security Waste Collection	24%	38	12	75
Legal/Professional Services*	6,500	Legal/Professional Services*	85%	958	5,542	6,500
Insurance	5,500	Insurance	97%	163	5,337	6,100
Office Equipment	1,500	Office Equipment	97%	47	1,453	2,500
Other	500	Other	38%	308	192	1,000
Office Supplies/Consumables	500	Office Supplies/Consumables	60%	201	299	600
Defibrillator Renewal (approved from General R	-	Defibrillator Renewal		- 1,800	1,800	
Contract termination (FC consideration 16/12/2	-					
						35,375
Council and Councillors		Council and Councillors				
Councillor/Clerk Expenses	1,200	Councillor/Clerk Expenses	62%	455	745	750
Councillor e-mail addresses	600	Councillor e-mail addresses		600		750
Advertising	750	Advertising	25%	564	186	600
Mayor's Allowance	600	Mayor's Allowance		600		1,512
Councillor Allowances	1,440	Councillor Allowances	43%	816	624	500
Annual Town Meeting	400	Annual Town Meeting	14%	346	54	2,000
Mayor's Reception	2,000	Mayor's Reception		2,000		200
Hospitality	200	Hospitality		200		1,250
Remembrance Day	1,200	Remembrance Day	2%	1,175	25	2,500
Website	1,800	Website	19%	1,450	350	1,000
Website Accessibility Work	-	Website Accessibility Work		-		
Subscriptions	2,500	Subscriptions	65%	869	1,631	2,500
Staff/Councillor Training	4,000	Staff/Councillor Training	72%	1,119	2,881	4,000
Honorarium	400	Honorarium		400		400
Parking Permit	600	Parking Permit	68%	191	409	720
Public Consultations	500	Public Consultations		500		1,000
Meeting Room Charges	500	Meeting Room Charges	35%	326	174	1,000
Civic Functions	6,000	Civic Functions		6,000		7,500
						28,182
Allotments		Allotments				
Exhibition Road general/scheduled maintenance	950	Exhibition Road general/scheduled maintenance	92%	75	875	1,250
Exhibition Road water/water maintenance and r	750	Exhibition Road water/water maintenance and	49%	384	366	1,000
Barnfield general/scheduled maintenance	900	Barnfield general/scheduled maintenance	48%	470	430	1,000
Barnfield water/water maintenance and repairs	750	Barnfield water/water maintenance and repa	37%	473	277	750
Moffats general/scheduled maintenance	200	Moffats general/scheduled maintenance		200		350
Moffats water/water maintenance and repairs	500	Moffats water/water maintenance and repair	65%	174	326	500
Boniface Allotments Association fees	300	Boniface Allotments Association fees		300		300

						5,150
Property and Assets		Property and Assets				
Peoples Park maintenance	3,000	Peoples Park maintenance	54%	1,380	1,620	3,500
Peoples Park grass cutting	3,000	Peoples Park grass cutting	71%	880	2,120	3,300
Peoples Park Memorial Garden	1,250	Peoples Park Memorial Garden		1,250		1,500
Peoples Park Wildlife Area	250	Peoples Park Wildlife Area		250		250
Upper Deck general maintenance and cleaning	500	Upper Deck general maintenance and cleaning	36%	320	180	500
Bandstand electricity	250	Bandstand electricity	4%	239	11	250
Bandstand cleaning and general maintenance	750	Bandstand cleaning and general maintenance		750		750
War Memorial netting	-	War Memorial netting		-		-
War Memorial cleaning and general maintenance	350	War Memorial cleaning and general maintenance		350		1,000
Street Furniture general maintenance	1,500	Street Furniture general maintenance	85%	221	1,280	1,500
Street Furniture bus shelter maintenance	-	Street Furniture bus shelter maintenance		-		-
Town Clock	750	Town Clock		750		1,000
Stoney Park maintenance	750	Stoney Park maintenance	53%	350	400	500
Boniface Statue maintenance and cleaning	350	Boniface Statue maintenance and cleaning		350		350
Millenium Cross maintenance and cleaning	150	Millenium Cross maintenance and cleaning		150		1,500
Garage rental	1,850	Garage rental	49%	940	910	2,000
Public open spaces (SPG & Fulda Crescent)	1,500	Public open spaces (SPG & Fulda Crescent)	34%	995	505	1,000
Newcombes Meadow toilets water	500	Newcombes Meadow toilets water	52%	241	259	650
Newcombes Meadow toilets electricity	600	Newcombes Meadow toilets electricity	52%	289	311	500
Newcombes Meadow toilets supplies & repairs	400	Newcombes Meadow toilets supplies & repairs	25%	300	100	300
Newcombes Meadow toilets door locking	200	Newcombes Meadow toilets door locking		200		300
Old Landscore School electricity	1,000	Old Landscore School electricity	22%	782	218	200
Old Landscore School equipment	500	Old Landscore School equipment		500		200
Old Landscore School water charges	400	Old Landscore School water charges	27%	293	107	200
Old Landscore School telephone/broadband	-	Old Landscore School telephone/broadband		-		
Old Landscore School maintenance	2,000	Old Landscore School maintenance		2,000		2,500
Old Landscore School business rates	4,000	Old Landscore School business rates	88%	485	3,515	3,750
Old Landscore School insurance	-	Old Landscore School insurance		-		1,250
Annual QTRA	1,000	Annual QTRA	115%	-	1,153	2,000
Additional tree works	3,000	Additional tree works	18%	2,450	550	3,000
Town maintenance contract	13,000	Town maintenance contract	72%	3,591	9,409	13,650
General Small works	3,000	General Small works	96%	127	2,873	3,000
CCTV	11,000	CCTV	59%	4,556	6,444	6,000
						56,400
Council Offices		Council Offices				-
Bungalow rent & costs	15,000	Bungalow rent & costs	95%	687	14,313	-
Main office rent*	14,542	Main office rent	100%	55	14,487	18,000
Electricity	2,500	Electricity	62%	946	1,554	2,500
Water	400	Water	41%	236	164	1,000
Fire Extinguishers	350	Fire Extinguishers	12%	307	43	2,500
General Premises Maintenance	500	General Premises Maintenance	76%	118	382	1,000
Business rates	3,500	Business rates	100%	-	3,500	4,000
Refreshments	120	Refreshments	46%	65	55	180
						29,180
Floral Crediton		Floral Crediton				
Plants/Flowers	2,500	Plants/Flowers	98%	56	2,444	3,000
Awards Evening	100	Awards Evening	53%	47	53	150
Hanging baskets/troughs & watering	7,000	Hanging baskets/troughs & watering	95%	336	6,664	7,000
Other Floral costs	500	Other Floral costs	21%	395	105	500
New planters (replacements)	1,000	New planters (replacements)		1,000		1,000

						11,650
Christmas in Crediton		Christmas in Crediton				
Repeat Costs	13,500	Repeat Costs	13%	11,756	1,744	14,000
Community Participation	7,500	Community Participation	36%	4,821	2,679	7,500
New Infrastructure	4,000	New Infrastructure	36%	2,549	1,451	4,000
Miscellaneous	1,000	Miscellaneous		1,000		1,000
						26,500
VE Day		VE Day				
General expenditure - events (transfer from EM	4,505	General expenditure - events	110%	- 471	4,976	12,000
Big Boniface Bash		Big Boniface Bash				
General expenditure - events (transfer from EM	5,009	General expenditure - events	92%	423	4,586	
Crediton Food Festival		Crediton Food Festival				
General expenditure - events (transfer from EM	3,088	General expenditure - events	222%	- 3,754	6,842	
VJ Day		VJ Day				
General expenditure - events (transfer from EM	2,480	General expenditure - events	15%		365	
Additional Services		Additional Services				
DCC grass cutting	5,000	DCC grass cutting		5,000		5,000
Youth Work*	6,000	Youth Work*	62%	2,269	3,731	6,000
Annual grants to community groups	50,000	Annual grants to community groups	86%	7,075	42,925	53,600
Crediton Urban Taskforce	500	Crediton Urban Taskforce		500		500
						65,100
Budget Spend	507,433	Budget Spend	64%	179,043	326,276	522,037
Additions to EMR						68,085
Total						590,122

COLLATED SUMMER FESTIVAL PROGRAMME

INCOME	Budget	INCOME	%Budget	Balance	Total Income	
Precept	510,750	Precept	100%	-	510,750	545000
Interest received	18,000	Interest received	95%	860	17,140	18000
Youth grants received	10,000	Youth grants received	99%	100	9,900	10000
Youth donations received		Youth donations received				
Allotment rent & BAA membership	4,000	Allotment rent & BAA membership	113%	- 509	4,509	4500
Other income: wayleave	15	Other income: wayleave	127%	(4)	19	19
Sub Total	542,765	Sub Total			553,809	577519

12,603 DEFICIT

<i>Earmarked Reserves</i>	Balance as 1 April 2025	April income*	April Expenditure	May Expenditure	June Expenditure	July	Aug	Sept	Oct	Nov Expenditure	Dec	Jan	Feb	Mar	Current balance	PROPOSED ADDITIONS 2026/27	TOTAL
320 EMR - Elections	15,000.00	2,500.00						-16,702.13							797.87	15202.13	16,000.00
321 EMR - Citizen Badges	500.00														500.00	0	500.00
322 EMR - St.Furniture/Small Work	4,479.26	20.74													4,500.00	0	4,500.00
323 EMR - Economic Development	10,000.00														10,000.00	0	10,000.00
324 EMR - P3 Parish Paths	1,966.17	3.83													1,970.00	0	1,970.00
325 EMR - Floral Crediton	2,344.00	166.00													2,510.00	0	2,510.00
326 EMR - Town Clock	1,000.00														1,000.00	0	1,000.00
327 EMR - Upper Deck	960.00	40.00						-350.00							650.00	0	650.00
328 EMR - Premises	13,950.00	1,050.00		-439.95					#####						8,225.05	7774.95	16,000.00
329 EMR - CCTV	25,000.00														25,000.00	0	25,000.00
330 EMR - Boniface Statue	9,780.00	220.00													10,000.00	0	10,000.00
331 EMR - War Memorial	9,994.00	6.00													10,000.00	0	10,000.00
332 EMR - Band Stand	10,600.00														10,600.00	0	10,600.00
333 EMR - Mayors Chain	1,000.00														1,000.00	0	1,000.00
334 EMR - Allotments	11,936.09	44.00		-1,180.09						-1,200.00					9,600.00	0	9,600.00
335 EMR - Neighbourhood Planning	3,749.00	51.00													3,800.00	0	3,800.00
336 EMR - Localism Projects	25,000.00	10,000.00			-4,900.00										30,100.00	4900	35,000.00
337 EMR - General Legal/Prof Fees	6,821.00	179.00								-1,500.00					5,500.00	1500	7,000.00
338 EMR - Council Building Fund	199,933.99	15,000.00			-4,000.00	-1,000.00	-1,800.00			-7,041.65					201,092.34	18907.66	220,000.00
339 EMR - IT Equipment/Support	5,979.01	20.99													6,000.00	0	6,000.00
340 EMR - Staffing Costs	15,000.00														15,000.00	0	15,000.00
341 EMR - Newcombes Meadow Money	6,732.00	18.00													6,750.00	0	6,750.00
342 EMR - Tree Works	3,000.00														3,000.00	0	3,000.00
343 EMR - FP19 - Repairs															0.00	0	0.00
344 EMR - OLS Project	21,000.00	5,000.00								-800.00					25,200.00	4800	30,000.00
345 EMR - Christmas in Crediton	9,830.00	170.00													10,000.00	0	10,000.00
346 EMR - Grants	5,843.30														5,843.30	0	5,843.30
347 EMR - Civilian Flag Bearer	356.80	43.20													400.00	0	400.00
348 EMR - Salt Spreader	165.00	10.00													175.00	0	175.00
349 EMR - St Boniface/Devon Day	6,058.38	10.37	-1,060.00	-5,008.75											0.00	5000	5,000.00
351 EMR - DCC Feasibility study	190.00														190.00	0	190.00
352 EMR - PP Wildlife Area	130.00														130.00	0	130.00
353 EMR - Defibrillator Project															-	0	0.00
354 EMR - Xmas Lights Ren/Repairs	708.20	291.80													1,000.00	0	1,000.00
356 EMR - Incredible Edibles TS															-	0	0.00
357 EMR - Allotment Access Project	877.56	2.44													880.00	0	880.00
358 EMR - Traffic & Urban Realm FS															-	0	0.00
359 EMR - Diversity Festival	750.00														750.00	0	750.00
360 EMR - P3 Tinpot Handrail															0.00	0	0.00
361 EMR - Tinpot Lane															0.00	0	0.00
362 EMR - Benches	4,652.00	98.00													4,750.00	0	4,750.00
363 EMR - Fingerpost	141.52	8.48													150.00	0	150.00
364 EMR - Project Initiation Fund	9,000.00														9,000.00	0	9,000.00
365 EMR - Youth PCC Grant	176.11														176.11	0	176.11
366 EMR - Youth underspend 24/25	1,609.15														1,609.15	0	1,609.15
367 EMR - LA Services	45,000.00	24,000.00													69,000.00	10000	79,000.00
368 EMR - Telephone box	2,500.00														2,500.00	0	2,500.00
369 EMR - Food Festival	3,088.04			-3,088.04											0.00	0	0.00
370 EMR - VE Day	4,600.00	380.00	-475.00	-4,505.00											0.00	0	0.00
371 EMR - VJ Day	2,500.00				-19.99	-2,480.01									0.00	0	0.00
372 EMR - Love Your Town Centre	582.00														582.00	0	582.00
373 EMR - Youth subs 24/25	2,045.07														2,045.07	0	2,045.07
	506,527.65	59,333.85	-1,535.00	-14,221.83	-8,919.99	-3,480.01	-1,800.00	-17,052.13	#####	-10,541.65	0.00	0.00	0.00	0.00	501,975.89	68,084.74	570,060.63



CREDITON TOWN COUNCIL

Document Retention Report

Report by: Town Clerk
To: Full Council
Date: For consideration on 16 December 2025

Recommendation

Full Council is requested to consider the legal advice received within this report, relating to the retention of live-streamed videos.

1. Purpose

- 1.1 This report provides legal advice to CTC regarding the retention of live-streamed videos.

2. Background

- 2.1. CTC resolved the following at its meeting held on Tuesday 21 October 2025:
Decision: The proposal to amend the data retention policy to reflect Facebook live videos was deferred until legal advice was obtained and would be on the agenda for a future meeting.
- 2.2. Legal advice has been sought from Tozers, which is detailed in appendix A.

3. Proposals

- 3.1. That CTC consider the legal advice received and to adopt the amended Document Retention Policy, following a resolution of how long live-streamed video recordings will be retained.

4. Financial Implications

- 4.1 There are no financial implications.

5. Climate Implications

- 5.1 There are no climate implications.

6. Conclusion

- 5.1. Full Council is requested to consider advice and amend the Document Retention Policy accordingly.

Email sent to Tozers

I would like advice on the following:

- a) Can the Town Council rely on Meta policy, ensuring in house that all video recordings have been deleted after 30 days?*

We would incorporate an internal check that there are no meeting recordings that are more than a month old.

Response received from Tozers

It seems to me that there are two aspects to your question.

Firstly, in terms of appropriately managing risk around data retention periods and complying with the GDPR, it is reasonable for CTC to rely on the stated policy of Meta to delete recordings after 30 days. My view is that it would be deemed an acceptable approach and I don't think that doing so inevitably means that you are in breach of s.46 FOIA Code of Practice.

The second point made is whether CTC should use the Meta route or some other. That is for the council to decide and we would not have a view.



Document Retention Policy

The purpose of this document is to provide a corporate policy framework to ensure that particular documents (or sets of documents) are dealt with in the correct manner; being retained and/or disposed of in the correct method and timescale.

This policy gives Crediton Town Council (CTC) a system for the management of paper and electronic records. The Town Clerk is responsible for ensuring CTC documents are managed accordingly.

This policy is based on the National Association of Local Council's Legal Topic Note on Local Council Documents and Records, therefore legal requirements and recommended practice within the sector.

Where the policy refers to 'documents' this includes both paper and electronic copies.

Introduction

There is a clear need for CTC to retain documentation for audit purposes, staff management, tax liabilities, and the eventuality of legal disputes and legal proceedings. (Please also see 'Retention of documents for legal purposes' below.) Many documents are now only held electronically so the same arrangements for keeping records and copies will be applied to an electronic document as for a paper document.

Appendix One indicates the appropriate minimum retention periods for the most important documents for audit and other reasons.

Subject to these reasons for retaining documents, papers and records may be destroyed if they are no longer of use or relevant. If in doubt, document(s) will be retained until proper advice has been received.

Retention of documents for legal purposes

Most legal proceedings are governed by the Limitation Act 1980 (as amended). The 1980 Act provides that legal claims may not be commenced after a specified period. The specified period varies, depending on the type of claim in question. The table below sets out the limitation periods for the different categories of claim. The reference to 'category' in the table refers to claims brought in respect of that category.

Category	Limitation Period
Negligence (and other 'Torts')	6 years
Defamation	1 year
Contract	6 years
Leases	12 years
Sums recoverable by statute	6 years

Personal Injury	3 years
To Recover Land	12 years
Rent	6 years
Breach of Trust	None

Where the limitation periods above are longer than other periods specified in policy, the documentation should be kept for the longer period specified. Some types of legal proceedings may fall within two or more categories. Rent arrears, for example, could fall within the following three categories (depending on the circumstances):

- contract (6 years) – because all tenancies and leases are contracts;
- leases (12 years) – if the arrears are due under a lease; and
- rent (6 years) – if the arrears are due under a tenancy (and not a lease).

In these circumstances, the National Association of Local Councils (NALC) advises that the relevant documentation should be kept for the longest of the three limitation periods.

The same principles apply in the case of debts. If the debt arises under a simple contract the limitation period will be six years but if the debt arises under a lease the limitation period will be 12 years (unless it relates to rent in which case the limitation period will be six years). A final complication relates to sums due under leases which are ‘reserved as rent’. Sometimes, for example, service charges are expressed to be payable as ‘additional rent’. The limitation period for service charges in those circumstances will be six years – even though the sums are due under a lease.

As there is no limitation period in respect of trusts, councils are advised that they should never destroy trust deeds and schemes and other similar documentation.

It should also be noted that some limitation periods can be extended. Examples include:

- where individuals do not become aware of damage until a later date (e.g. in the case of disease)
- where damage is hidden (e.g. to a building)
- where a person is a child or suffers from a mental incapacity
- where there has been a mistake by both parties
- where one party has defrauded another or concealed facts.

APPENDIX ONE

Retention of Documents and Records

(Based on NALC Legal Topic Note - last updated 03 August 2022)

Document	Minimum Retention Period	Reason
Approved minutes/Minute books	Indefinite	Archive
Audio records of meetings	Indefinite, or until no means to review such data which will be reviewed at the relevant time	Archive
Live-streamed records of meetings	*TBC by Full Council*	Archive
Scale of fees and charges	6 years	Management
Receipts & payment account(s)	Indefinite	Archive
Receipt books of all kinds	6 years	VAT
Bank statements, including deposit/savings accounts	Last completed audit year	Audit
Bank paying-in books	Last completed audit year	Audit
Cheque book stubs	Last completed audit year	Audit
Quotations and tenders	6 years	Limitation Act 1980 (as amended)
Paid invoices	6 years	VAT
Paid cheques	6 years	Limitation Act 1980 (as amended)
VAT records	6 years generally but 20 years for VAT on rents	VAT
Petty cash, postage and telephone books	6 years	Tax, VAT, Limitation Act 1980 (as amended)
Timesheets	Last completed audit year 3 years	Audit (requirement) Personal injury (best practice)
Wage books	12 years	Superannuation
Insurance policies	As long as a claim can be made under it	Management, Legal proceedings
Certificates for insurance against liability for employees	Indefinite	Audit, Management
Investments	Indefinite	Audit, Management
Title deeds, leases, agreements, contracts	Indefinite	Audit, Management
Members allowances register	6 years	Tax, Limitation Act 1980 (as amended)

Document	Minimum Retention Period	Reason
For Halls, Centres, Recreation Grounds		
• Letting diaries • Application to hire • Copies of bills to hirers • Record of tickets issued	6 years	VAT
For Allotments		
• Register and plans	Indefinite	Audit, Management
For CCTV		
Review requests	3 years	Data Protection
Stills/photographs/digital prints	31 days	Data Protection
Procedures Manuals	For as long as valid upon regular review	Management



Risk Management Policy

1. Definitions

Risk: "the chance or possibility of loss, damage, injury or failure to achieve objectives caused by an unwanted or uncertain action or event"

Risk management: "the planned and systematic approach to the identification, evaluation and economic control of those risks which can threaten the assets or financial and organisational well-being of an organisation"

Employee "any individual who is paid by, or works as a volunteer for, Credition Town Council (CTC) including full time, part time, temporary or casual work"

2. Policy Statement

CTC recognises that it has a responsibility to manage risks effectively in order to protect its employees, assets, liabilities and community against potential losses, to minimise uncertainty in achieving its goals and objectives and to maximise the opportunities to achieve its vision.

CTC is aware that some risks can never be eliminated fully and it has in place a strategy that provides a structured, systematic and focused approach to managing risk. Risk management is an integral part of CTC's management processes.

3. Objectives

The objectives of CTC's risk management strategy are to:-

- Integrate risk management into the culture of the Council
- Manage risk in accordance with best practice
- Anticipate and respond to changing social, environmental and legislative requirements
- Prevent loss, disruption, damage and injury and reduce the cost of risk, thereby maximising resources
- Inform policy and operational decisions by identifying risks and their likely impact
- Raise awareness of the need for risk management.

These objectives will be achieved by:

- Establishing clear roles, responsibilities and reporting lines within CTC's risk management
- Providing opportunities for shared learning on risk management across CTC
- Providing risk management training and awareness sessions, where appropriate
- Incorporating risk management considerations into CTC's management processes e.g. project management
- Effective communication with, and the active involvement of employees
- Monitoring arrangements on an ongoing basis
- Integrating risk management into the culture of CTC
- Managing risk in accordance with best practice
- Anticipating and responding to changing social, environmental and legislative requirements
- Preventing loss, disruption, damage and injury and reduce the cost of risk, thereby maximising resources.

4. Responsibility

CTC recognises that it is the responsibility of all councillors and employees to have regard for risk in carrying out their duties. If uncontrolled, risk can result in a drain on resources that could better be directed to front line service provision, and to meeting CTC's objectives and community needs.

This policy has the full support of CTC which recognises that any reduction in injury, illness, loss or damage benefits the whole community. The co-operation and commitment of all employees is required to ensure that CTC resources are not squandered as a result of uncontrolled risk.

Risk management will be reviewed regularly by Full Council.



DISCIPLINARY PROCEDURE

Purpose and scope

This procedure is designed to help and encourage all Credition Town Council (CTC) employees to achieve and maintain acceptable standards of conduct, attendance and job performance. This procedure applies to all employees except where it conflicts with a contractual or statutory requirement, which takes precedence. The aim is to ensure consistent and fair treatment for all working for CTC.

Principles

The procedure is not a substitute for good management practices and should only be invoked when initial attempts to improve conduct have been made following discussions between the employee and Town Clerk. Where there has been gross misconduct or serious breach of disciplinary rules, however, the formal procedure should be actioned immediately.

No disciplinary action will be taken against an employee until the circumstances have been fully investigated.

The employee will be advised of the nature of the complaint against them and will be given the opportunity to state their case before any decision is made at a disciplinary meeting.

Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.

At all stages of the procedure the employee will have the right to be accompanied by a trade union representative or work colleague.

No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.

An employee will have the right to appeal against any disciplinary action.

The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

Roles & Responsibilities

Normally, the Town Clerk will consider minor disciplinary issues and resolve them, if they can, without recourse to the formal procedure.

All other disciplinary issues involving the formal procedure will immediately be referred to the Council Affairs and Finance Committee, who will then be responsible for nominating an Officer to investigate.

The Officer who carries out an investigation should not participate in any subsequent decision to take action under the procedure. Likewise, the Officer (or Panel) hearing the case should not be involved in the investigation beforehand. It is important that respective roles are identified at an early stage so that those roles are not compromised. The Investigating Officer need not be the Town Clerk, although this would normally be the case. Only the HR Committee has the right to suspend or dismiss an employee.

The Procedure

First stage of formal procedure

This will normally be either:

- *an improvement note for unsatisfactory performance* if performance does not meet acceptable standards. This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for six months, but will then be considered spent – subject to achieving and sustaining satisfactory performance

or

- *a first warning for misconduct* if conduct does not meet acceptable standards. The warning will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after a specified period (e.g., six months).

Final written warning

If there is further misconduct or a failure to improve performance during the currency of a prior warning, or if the offence is sufficiently serious a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept by the Town Clerk but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct or performance.

Dismissal or other sanction

If there is still further misconduct or failure to improve performance the final step in the procedure may be dismissal or some other action short of dismissal, such as demotion or disciplinary suspension or transfer (as allowed in the contract of employment). Dismissal decisions can only be taken by the HR Committee and the employee will be provided in writing with reasons for dismissal, the date on which the employment will terminate, and the right of appeal.

If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement, and will be advised of the right of appeal. A copy of the written warning will be kept by the Town Clerk but will be disregarded for disciplinary purposes after 12 months subject to achievement and sustenance of satisfactory conduct or performance.

Gross misconduct

The following list provides some examples of offences which are normally regarded as gross misconduct:

- theft or fraud
- physical violence or bullying
- deliberate and serious damage to property
- serious misuse of an organisation's property or name
- deliberately accessing internet sites containing pornographic, offensive or obscene material
- serious insubordination
- unlawful discrimination or harassment
- bringing the organisation into serious disrepute
- serious incapability at work brought on by alcohol or illegal drugs
- causing loss, damage or injury through serious negligence
- a serious breach of health and safety rules
- a serious breach of confidence.

If you are accused of an act of gross misconduct, you may be suspended from work on full pay, normally for no more than ten working days, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, CTC is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

Appeals

An employee who wishes to appeal against a disciplinary decision must do so, in writing, within ten working days.

The employee will be invited to an appeal meeting, within ten working days, and the appeal will be heard by an Appeals Sub-Committee. At the appeal any disciplinary penalty imposed will be reviewed. The Appeals Sub-Committee will be made up of members of the HR Committee and members will be chosen at an appropriate meeting.

The Appeal Committee's decision is final.



GRIEVANCE PROCEDURE

Introduction

Crediton Town Council (CTC) recognises that individual employees or groups of employees may, from time to time, feel aggrieved about an aspect of their employment. Furthermore, it accepts that each employee has the right to raise a grievance and to expect that management will consider it and respond.

The purpose of this procedure is to provide a framework for dealing promptly and fairly with such grievances. The aim is to resolve grievances as near as possible to their point of origin.

Matters appropriately dealt with under this Grievance Policy include all questions relating to the individual rights of employees in respect of their employment other than:

- Grievances that have already been considered in accordance with the procedure
- Grievances arising from a disciplinary or capability process in which the employee is already involved and where there is an appeals procedure in place
- Grievances in respect of issues over which the Council has no control. e.g. external legislation
- Grievances that are already the subject of a collective grievance or dispute.

The timescales shown in the accompanying procedure may be altered by mutual agreement.

The nature and number of grievances raised in accordance with the accompanying procedure will be monitored annually by the Town Clerk.

This policy and the accompanying procedure will be subject to periodic review.

Responsibility for conducting this review will rest with the HRCommittee.

Dealing with grievances informally

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with the Town Clerk. You may be able to agree a solution informally between you.

Where your grievance is against the Town Clerk and you feel unable to approach him or her you should talk to the Mayor/Chair of the Council.

Formal grievance

If you are not satisfied with the result of the informal process or, if the matter is serious and you wish to raise it formally, you should set out the grievance in writing to the Town Clerk, who will refer the matter to the HR Committee. You should stick to the facts and avoid language that is insulting or abusive.

If the grievance is against the Town Clerk, the grievance should be submitted in writing directly to the HR Committee.

Grievance hearing

The HR shall, as soon as possible, and in any case within ten working days, arrange a meeting to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.

As soon as possible after this meeting and, in any event within five working days, the Mayor/Chair of CTC on behalf of the HR Committee shall confirm its decision on the grievance in writing to you.

Please note, if the HR Committee hearing the grievance determines that further investigation is required - having listened to your submission - the meeting will be adjourned for a period not exceeding ten working days, to facilitate this.

Appeal

If you are not satisfied with the HR Committee's decision and you wish to appeal you should let the Mayor/Chair know, in writing, within ten working days of receipt of the decision.

You will be invited to an appeal meeting, within ten working days, and your appeal will be heard by an Appeals Sub-Committee. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. The Appeals Sub-Committee will be made up of members of the HR Committee and members will be chosen at an appropriate meeting.

After the meeting and, in any event within five working days, the Mayor/Chair of CTC on behalf of the Appeals Sub-Committee will give you a decision. The Appeals Sub-Committee's decision is final. The Appeals Sub-Committee will include the Chair or Vice Chair of the HRCommittee and two other committee members.



TRAINING AND DEVELOPMENT POLICY

INTRODUCTION

Credition Town Council (CTC) is committed to the ongoing training and development of all officers and members to ensure the highest standard of representation and services for the residents of Credition.

This policy sets out:

- CTC's commitment to training and development
- the identification of training and development needs
- financial assistance
- study leave
- the monitoring of the policy.

COMMITMENT TO TRAINING AND DEVELOPMENT

The objectives of this policy are to:

- encourage officers and members to undertake appropriate training and development
- allocate training in a fair manner
- ensure that training and development is evaluated in order to judge its value to ~~the~~ both the Council and individuals

CTC recognises that one of its most important resources is its officers and members. Therefore, it is committed to encouraging the enhancement of their knowledge and qualifications through appropriate training and development as well as being kept up to date with appropriate new legislation.

CTC expects its officers to undertake a programme of continuing professional development (CPD) in line with their role and the requirements of their professional bodies. Therefore, CTC will subscribe to the Society of Local Council Clerks (SLCC) and Devon Association of Local Councils (DALC) each municipal year.

To support this, funds will be allocated to a training budget each year to enable officers and members to attend training events and conferences relevant to their duties and needs of CTC.

IDENTIFICATION OF TRAINING AND DEVELOPMENT NEEDS

The Town Clerk will identify training and development for all officers and members. They will identify appropriate training and development opportunities to meet the ascertained training and development needs.

Approval of the payment of training and development opportunities for officers will be made by the Town Clerk, inline with CTC's adopted Financial Regulations. Any additional approval will be made in line with CTC's adopted Financial Regulations.

In the first instance, any requests for training and development provisions will be discussed with the Town Clerk. Should it be required, the Town Clerk will add the request to a meeting of the =HR Committee to determine whether the training and development is relevant to CTC's needs and/or service delivery.

Appropriate training and development will be necessary to ensure that both officers and members are aware of their legal responsibilities or requirements e.g. health and safety, risk management, employment law and equal opportunities. Both officers and members will be required to attend training courses, workshops or seminars where suitable provision is identified.

NEW MEMBER INFORMATION

As soon as practicable after joining CTC, members will attend appropriate training sessions to familiarise themselves with the general work of CTC.

The Town Clerk will provide an induction pack to all new members. The pack will include:

- Welcome and council information
- Adopted Code of Conduct
- Standing Orders
- Financial Regulations
- Meetings calendar
- Register of Interests form for completion
- Any other relevant and current information.

FUNDING TRAINING AND DEVELOPMENT

All CTC-approved training must be appropriate to the needs of CTC, be relevant to the role of the individual, and is subject to availability of financial resources.

For approved CPD courses, officers can expect the following to be funded:

- Course and associated fees.

Failure to sit an examination or submitting work may result in CTC withdrawing future course funding and/or requesting the refunding of financial assistance. Each case will be considered on an individual basis.

Any officer undertaking post-entry qualifications funded by CTC must be aware that should they leave CTC employment within two years of completion of the qualification they may be required to repay all costs associated with the undertaking of such training. If this is the case, a training agreement will be provided.

Officers and members can expect to receive reimbursement for travelling and subsidiary costs, subject to appropriate receipts being provided.

STUDY LEAVE

Officers who are given approval to undertake external qualifications may be granted:

- study time to attend day-release courses
- time to sit examinations
- study time of one day per examination

Provision of study time must be agreed with the Town Clerk and the HR Committee prior to leave being undertaken.

EFFECTIVENESS OF TRAINING AND DEVELOPMENT

Officers and members who undertake training and development activities will be required to evaluate their effectiveness after the event.

Training and development logs will be held for all officers and members.

The monitoring of the effectiveness of this policy will be the responsibility of the HRCommittee.



Dignity at Work Policy

Credition Town Council (CTC) believes that civility and respect are important in the working environment, and expect all councillors, officers and the public to be polite and courteous when working for, and with the council.

Purpose

CTC is committed to creating a working environment where all council employees, councillors, contractors and others who come into contact with us in the course of our work, are treated with dignity, respect and courtesy. We aim to create a workplace where there is zero tolerance for harassment and bullying.

In support of this objective, CTC has signed up to the Civility Pledge, as a commitment to civility and respect in our work, and politeness and courtesy in behaviour, speech, and in the written word. Further information about the Civility and Respect Pledge is available through NALC and the SLCC.

We recognise that there is a continuum where unaddressed issues have the potential to escalate and become larger, more complex issues and this policy sets out how concerns will be managed however the emphasis of this policy is on resolution and mediation where appropriate, rather than an adversarial process.

This document:

- explains how we will respond to complaints of bullying or harassment
- ensures that we respond sensitively and promptly
- supports our employees in ensuring their behaviour does not amount to bullying and/or harassment by giving examples.

Scope

This policy covers bullying and harassment of and by all employees engaged to work at CTC. Should agency staff, or contractors have a complaint connected to their engagement with CTC this should be raised to their nominated contact, manager, or the Chair of the Council, in the first instance. Should the complaint be about the Chair/Mayor the complaint should be raised to the Deputy Chair/Mayor or the Chair of the HR Committee.

Agency staff, or contractors are equally expected to treat council colleagues, and other representatives and stakeholders with dignity and respect, and CTC may terminate the contract, without notice, where there are suspicions of harassment or bullying.

Complaints about other employment matters will be managed under CTC's Grievance Policy.

It is noted that the management of a situation may differ depending on who the allegations relate to (e.g. employees, contractor, councillor), however, CTC will take appropriate action if any of its employees are bullied or harassed by employees, councillors, members of the public, suppliers or contractors.

The position on bullying and harassment

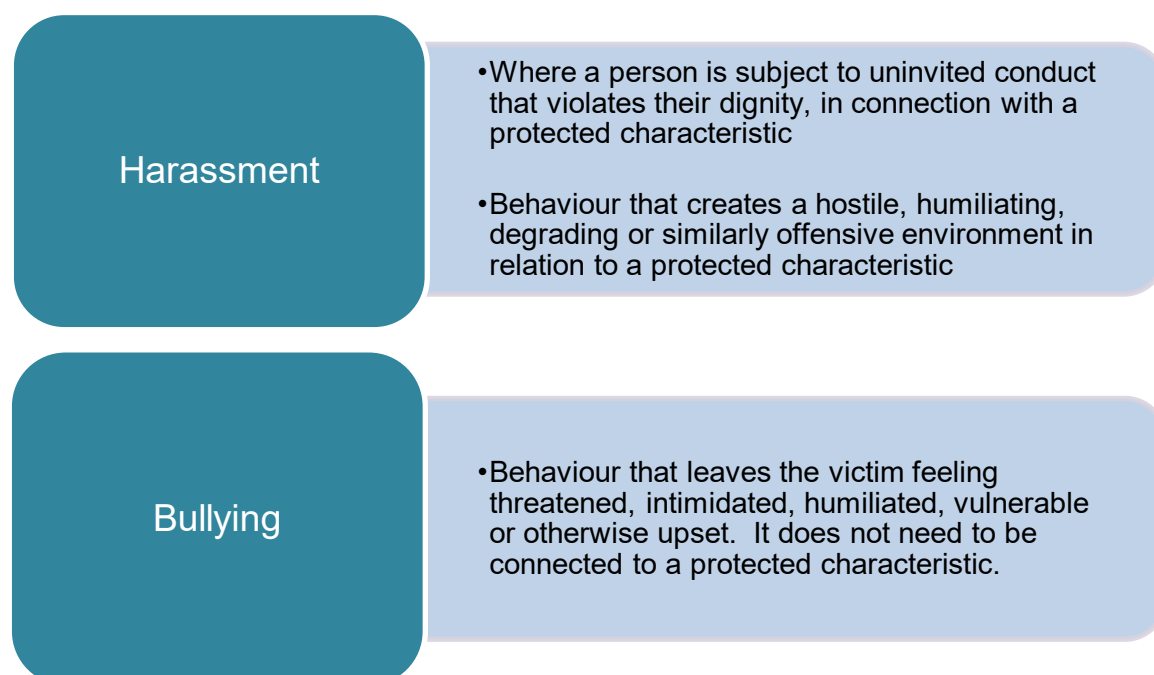
All staff and council representatives are entitled to dignity, respect and courtesy within the workplace and to not experience any form of discrimination. CTC will not tolerate bullying or harassment in our workplace or at work-related events outside of the workplace, whether the conduct is a one-off act or repeated course of conduct, and whether harm is intended or not. Neither will we tolerate retaliation against, or victimisation of, any person involved in bringing a complaint of harassment or bullying. You should also be aware that, if you have bullied or harassed someone (e.g. physical violence, harassment), in some circumstances the treatment may amount to a crime punishable by a fine or imprisonment.

We expect all representatives of CTC to treat each other with respect and uphold the values of the Code of Conduct, Civility and Respect Pledge, equality opportunities policy, and all other policies and procedures set by CTC.

We expect you to demonstrate respect by listening and paying attention to others, having consideration for other people's feelings, following protocols and rules, showing appreciation and thanks, and being kind.

Allegations of bullying and harassment will be treated seriously. Investigations will be carried out promptly, sensitively and, as far as possible, confidentially. See the Grievance Policy for further details regarding the process. Employees and others who make allegations of bullying or harassment in good faith will not be treated less favourably as a result.

False accusations of harassment or bullying can have a serious effect on innocent individuals. Staff and others have a responsibility not to make false allegations. While we will assume that all complaints of bullying and harassment are made in good faith, in the event that allegations are found to be malicious or vexatious the person raising the complaint may be subject to action under CTC's Disciplinary Procedure.



What Type of Treatment amounts to Bullying or Harassment?

'Bullying' or 'harassment' are phrases that apply to treatment from one person (or a group of people) to another that is unwanted and that has the effect of violating that person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person.

Examples of bullying and harassment include:

- Physical conduct ranging from unwelcome touching to serious assault
- Unwelcome sexual advances
- The offer of rewards for going along with sexual advances e.g. promotion, access to training
- Threats for rejecting sexual advances
- Demeaning comments about a person's appearance
- Verbal abuse or offensive comments, including jokes or pranks related to age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation
- Unwanted nicknames, especially related to a person's age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation
- Spreading malicious rumours or insulting someone
- Lewd or suggestive comments or gestures
- Deliberate exclusion from conversations, work activities or social activities.
- Withholding information a person needs in order to do their job
- Practical jokes, initiation ceremonies or inappropriate birthday rituals



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- Physical abuse such as hitting, pushing or jostling
- Rifling through, hiding or damaging personal property
- Display of pictures or objects with sexual or racial overtones, even if not directed at any particular person
- Isolation or non-cooperation at work
- Subjecting a person to humiliation or ridicule, belittling their efforts, whether directly and / or in front of others
- The use of obscene gestures
- Abusing a position of power.

Bullying and harassment can occur through verbal and face to face interactions, but can also take place through sharing inappropriate or offensive content in writing or via email and other electronic communications and social media.

It is important to recognise that conduct which one person may find acceptable, another may find totally unacceptable and behaviour could be harassment when the person had no intention to offend. We all have the right to determine what offends us. Some behaviour will be clear to any reasonable person that it is likely to offend – for example sexual touching. Other examples may be less clear, however, you should be aware that harassment will occur if behaviour continues after the recipient has advised you that the behaviour is unacceptable to them.

Harassment can also occur where the unwanted behaviour relates to a perceived characteristic (such as offensive jokes or comments based on the assumption someone is gay, even if they are not) or due to their association with someone else (such as harassment related to their partner having a disability for example). See CTC's Equality and Diversity Policy.

All employees must, therefore, treat their colleagues with respect and appropriate sensitivity and should feel able to challenge behaviour that they find offensive even if it is not directed at them.

It is important to recognise that bullying does not include appropriate criticism of an employee's behaviour or effective, robust performance management. Constructive and fair feedback about your behaviour or performance from your manager or colleagues/councillors is not bullying. It is part of normal employment and management routines, and should not be interpreted as anything different.

Victimisation

Victimisation is subjecting a person to a detriment because they have, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing them or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because they have made a complaint or giving them a heavier or more difficult workload.

Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and the council will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

Reporting Concerns

What you should do if you feel you are being bullied or harassed by a member of the public or supplier (as opposed to a colleague)

If you are being bullied or harassed by someone with whom you come into contact at work, please raise this with the Town Clerk in the first instance. Any such report will be taken seriously, and we will decide how best to deal with the situation, in consultation with you.

What you should do if you feel you are being bullied or harassed by a councillor

If you are being bullied or harassed by a councillor, please raise this with the Town Clerk or the Chair/Mayor in the first instance. They will then decide how best to deal with the situation, in consultation with you. There are two possible avenues for you, informal or formal. The Informal Resolution is described below. Formal concerns regarding potential breaches of the Code of Conduct must be investigated by the Monitoring Officer.

CTC will consider reasonable measures to protect your health and safety. Such measures may include a temporary change in duties or change of work location, not attending meetings with the person about whom the complaint has been made etc.

What you should do if you witness an incident you believe to harassment or bullying

If you witness such behaviour you should report the incident in confidence to the Town Clerk or the Chair/Mayor or the Chair of the HR Committee. Such reports will be taken seriously and will be treated in strict confidence as far as it is possible to do so.

What you should do if you are being bullied or harassed by another member of staff

If you are being bullied or harassed by a colleague or contractor, there are two possible avenues for you, informal or formal. These are described below.

Informal resolution

If you are being bullied or harassed, you may be able to resolve the situation yourself by explaining clearly to the perpetrator(s) that their behaviour is unacceptable, contrary to CTC policy and must stop. Alternatively, you may wish to ask the Town Clerk, your nominated line manager or a colleague to put this on your behalf or to be with you when confronting the perpetrator(s).

If the above approach does not work or if you do not want to try to resolve the situation in this way, or if you are being bullied by your own nominated manager, you should raise the issue with the Chair/Mayor. (If your concern relates to the Chair, you should raise it with the Chair of the HR Committee). The Chair (or another appropriate person) will discuss with you the option of trying to resolve the situation informally by telling the alleged perpetrator, without prejudicing the matter, that:

- there has been a complaint that their behaviour is having an adverse effect on a member of the council staff
- such behaviour is contrary to our policy
- for employees, the continuation of such behaviour could amount to a serious disciplinary offence

It may be possible for this conversation to take place with the alleged perpetrator without revealing your name, if this is what you want. The person dealing with it will also stress that the conversation is confidential.

In certain circumstances we may be able to involve a neutral third party (a mediator) to facilitate a resolution of the problem. This will be discussed with you if it is appropriate.

If your complaint is resolved informally, the alleged perpetrator(s) will not usually be subject to disciplinary sanctions. However, in exceptional circumstances (such as extremely serious allegation or in cases where a problem has happened before) we may decide to investigate further and take more formal action notwithstanding that you raised the matter informally. We will consult with you before taking this step.



Raising a formal complaint

If informal resolution is unsuccessful or inappropriate, you can make a formal complaint about bullying and harassment through CTC's Grievance Procedure. You should raise your complaint to the Town Clerk or the Chair/Mayor. A formal complaint may ultimately lead to disciplinary action against the perpetrator(s) where they are employed.

The Town Clerk or the Chair/Mayor will appoint someone to investigate your complaint in line with the Grievance Policy. You will need to co-operate with the investigation and provide the following details (if not already provided):

- The name of the alleged perpetrator(s)
- The nature of the harassment or bullying
- The dates and times the harassment or bullying occurred
- The names of any witnesses
- Any action taken by you to resolve the matter informally.

The alleged perpetrator(s) would normally need to be told your name and the details of your grievance in order for the issue to be investigated properly. However, we will carry out the investigation as confidentially and sensitively as possible. Where you and the alleged perpetrator(s) work in proximity to each other, we will consider whether it is appropriate to make temporary adjustments to working arrangements whilst the matter is being investigated.

Where your complaint relates to potential breaches of the Code of Conduct, these will need to be investigated by the Monitoring Officer. CTC will consider any adjustments to support you in your work and to manage the relationship with the councillor the allegations relate to, while the investigation proceeds.

Investigations will be carried out promptly (without unreasonable delay), sensitively and, as far as possible, confidentially. When carrying out any investigations, we will ensure that individuals' personal data is handled in accordance with the data protection policy.

CTC will consider how to protect your health and wellbeing whilst the investigation is taking place and discuss this with you. Depending on the nature of the allegations, the Investigator may want to meet with you to understand better your complaint (see the Grievance Policy for further information, and details of your right to be accompanied).

After the investigation, a panel will meet with you to consider the complaint and the findings of the investigation in accordance with the grievance procedure. At the meeting you may be accompanied by a fellow worker or a trade union official.

Following the conclusion of the hearing the panel will write to you to inform you of the decision and to notify you of your right to appeal if you are dissatisfied with the outcome. You should put your appeal in writing explaining the reasons why you are dissatisfied with the decision. Your appeal will be heard under the appeal process that is described in the Grievance Procedure.

The use of the Disciplinary Procedure

If at any stage from the point at which a complaint is raised, we believe there is a case to answer and a disciplinary offence might have been committed, we will instigate our disciplinary procedure. We will keep you informed of the outcome.

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

GUIDANCE FOR USING THE DIGNITY AT WORK POLICY

This is an example of an employment policy designed for a 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 guidance is provided to support understanding of the policy, and its application, as well as where local adaptations may be required. The guidance is not part of the policy and should be removed from the policy adopted and shared with council employees.

The Dignity at Work Policy will replace any previous 'Bullying and Harassment' Policy, to create a policy that is focussed on encompassing behaviours beyond simply bullying and harassment, and zero tolerance with the aim of dealing with concerns before they escalate. It is important that any commitment made in the policy is applied in practice.

Wording has been suggested to demonstrate a council's commitment to promoting dignity and respect where they have signed up to the NALC, SLCC and OVW Civility and Respect Pledge. Councils that have not signed up to this are requested to consider making this pledge which is based on basic behaviours and expectations of all council representatives to create workplaces that allow people to maintain their dignity at all times. If your council has not agreed to the pledge this wording should be removed.

The policy is drafted with consideration of employment language and terminology that is reflective of a modern working environment, setting a tone that is engaging, collaborative and inclusive. A council may want to update references where relevant to reflect local terminology and structure, however should be considerate of equality, diversity and inclusion.

The examples of bullying and harassment are just that – examples. This should not be considered an exhaustive list.

Notes:

Protected Characteristics

A 'protected characteristic' is defined in the Equality Act 2010 as age, [disability](#), sex, [gender reassignment](#), pregnancy and maternity, race, [sexual orientation](#), [religion or belief](#), and marriage and civil partnership. It is unlawful to discriminate against an individual because of any of the protected characteristics.

Discrimination includes treating people differently because of a protected characteristic. Employees can complain of harassment even if the behaviour in question is not directed at them. This is because the complainant does not actually need to possess the relevant protected characteristic. An employee can complain of unlawful harassment if they are related someone with a protected characteristic, or because a colleague believes they have a protected characteristic.

Examples of harassment related to a protected characteristic could include;

- Making assumptions about someone's ability due to their **age**, or denying development opportunities to someone based on their age. This could also include assumptions about their lifestyle or making inappropriate jokes related to age.
- Making fun or mimicking impairments related to a health condition, or using inappropriate language about disabilities. Constantly selecting social activities that make it impossible for a colleague with a **disability** to participate in.
- Refusing to treat a person as their new gender, or disclosing information about their gender identity could be harassment on the grounds of **gender reassignment**.
- **Pregnancy/Maternity** harassment could include refusing opportunities due to pregnancy or maternity leave, or inappropriate touching and invasion of personal space such as unwanted touching of a pregnant person's stomach.
- Harassment based on **race** could include derogatory nicknames, or stereotyping based on ethnicity. It could include racist comments or jokes, or assumptions about someone's lifestyle based on their ethnicity.



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- **Gender** harassment could include not considering people for a job based on gender stereotyping roles, or implementing practices that disadvantage one gender over another. Rude, explicit jokes, even if not directed at an individual, or comments on individuals dress or appearance.
- Regularly arranging team meals over periods of fasting or religious occasions or failing to adjust a dress code to accommodate religious dress could be examples of harassment based on **religion/belief**.
- Excluding same sex partners from social events could be both **sexual orientation** and **marriage/civil partnership** discrimination, as could not offering the same work-related benefits.

A person does not need to be employed or have 2 years qualifying service to make a discrimination claim at a tribunal.

- Job applicants who believe they have not been appointed because of a 'protected characteristic' can make a claim.
- New or established employees who are dismissed, or treated unreasonably because of a health condition can make a discrimination claim.
- An employee subjected to harassment can make a discrimination claim at a tribunal.
- An employee asked to retire can make a discrimination claim at a tribunal

Legal risks

Successful unfair dismissal claims are limited to a compensation cap, whereas those for unlawful discrimination have no cap.

A positive employment culture, and swift action if conduct falls beneath acceptable standards will help mitigate the risks. An unhealthy culture will make it difficult to defend claims.

The time to defend and the cost of defending tribunal claims can be significant, irrespective of the outcome.

Culture and behaviour

We work in eclectic communities and working environments, and a positive culture within the council enables employees with different backgrounds and beliefs to share ideas and shape how the council achieves its objectives for their community.

It is important to recognise that different individuals may find different behaviours bullying or harassing so while there is not always intent to offend or cause harm, that does not mean that the effect of the behaviour has not caused harm or offence.

It can take people a period of time to decide to raise their concerns, as they worry about consequences (perhaps from peers by complaining about a colleague who is popular, or they fear victimisation from the perpetrator or others). The council should consider whether there are opportunities (such as 121s to offer opportunity to reflect on relationships/morale) to identify issues earlier and address negative behaviours. Individuals can often mention concerns they are experiencing but not want to take it further. The council should remind the complainant that it has a zero tolerance to bullying and harassment and remind them of the policy in place to address concerns. If the allegations mentioned are significant, the council may want to suggest that it will need to investigate further, even if a 'grievance' is not raised, so as to ensure that any concerns and risks are managed, and the council is meeting its responsibilities and duty of care as an employer.

Whilst both staff and councillors jointly determine the working culture, councillors are key in demonstrating what is and isn't acceptable behaviour. This is apparent from how councillors behave with each other in council meetings and also in how standards of behaviour are applied through the use of informal discussion and formal policies.

Scope

All council representatives are expected to uphold the values of the Dignity at Work Policy, however this policy sets out how allegations from employees will be managed. As indicated in the policy, concerns from a contractor, agency worker etc. should be raised to the identified person, and an appropriate approach will be considered based on the situation and relationship of the complainant with the council.

Likewise, concerns raised about the behaviour of a contractor or agency worker would not generally be managed via the full process (such as the disciplinary process) but appropriate action would be considered based on the situation. To treat people (such as contractors, or a casual worker) engaged by the council the same as an employee could blur the status of the employment relationship, so consider seeking professional advice if needed.

Managers

Recognising that councils are of varying sizes, where the term manager/nominated manager is used it is recognised this could be the clerk/chief officer, another employee of the council, or a councillor depending on the situation. It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on how the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk/chief officer this could be the chair/deputy Chair, or possibly chair of a staffing/personnel committee.

Bullying and harassment & performance management

The policy sets out that bullying and harassment does not include appropriate criticism of an employee's behaviour or effective, robust performance management. It is not uncommon for an employee, when receiving critical feedback, to claim that this is bullying and/or harassing. It is the role of the nominated manager to provide effective and constructive feedback to encourage performance at the required standard.

Even when the feedback is not positive it should be fair, communicated in a professional and reasonable manner and shared with the objective of aiding understanding and achieving an improvement to overcome the shortfalls. There is no absolute definition of when the feedback may not be appropriate. Often it will be for the person/panel hearing the dignity at work complaint/grievance to determine whether the performance management has upheld the standards expected in terms of respect and civility and any feedback has been shared in a fair and professional way.

Responsibilities

All staff and representatives of the council are responsible for their own behaviour in the workplace and for taking steps to revise unacceptable behaviour and appropriately challenge that of others.

Leaders – councillors, clerks, chief officers, managers - are responsible for ensuring that these standards of treating people with civility, respect and courtesy are upheld, both through their own example, and by communicating and promoting these expectations to all employees. They are also responsible for ensuring that concerns raised are treated seriously and addressed in line with this policy in a timely manner.

During the investigation

Employers have a duty of care to provide a safe place of work. If a complaint is made, discuss how to manage working relationships whilst the allegation is being investigated and until the outcome is disclosed. This is as much for the protection of the alleged perpetrator as for the aggrieved.

Consider whether a neutral person should be offered as a 'listening ear' for both parties in the investigation. This could be a councillor or nominated manager who is not involved in the investigation or allegations and can be a point of check in as raising, or being subject to allegations can be stressful.

Offer other support that may be appropriate to the situation such as signposting to support groups, time off for counselling etc. If you have suspended a staff member, your duty of care continues and it is important to consider their wellbeing and mental health.



Ensure that you communicate regularly with both parties.

The investigation and any subsequent hearing should be completed in accordance with the grievance policy which sets out a process for dealing with concerns. You should ensure that the grievance policy adopted adheres to any local policies and procedures, with consideration of any timescales and escalation routes in your locally adopted policy.

Confidentiality

It may be possible for concerns to be raised with the perpetrator without disclosing the name of the complainant however in a small council it is likely that it will be clear that the accused will know where the accusation has come from. The council representative (clerk/chief officer/councillor) speaking to the alleged perpetrator must be clear that the discussion is confidential and the individual would be at risk of formal disciplinary action if there is any sort of victimisation or retaliation for the individual raising their concern.

During any formal investigation it may be necessary to disclose the nature of the allegations and where they came from to ensure a fair and balanced investigation and process. This should be discussed with the person raising the concerns to understand any issues and how they may be mitigated. In some situations it may be appropriate to provide anonymised witness statements however this would be a last resort, and could compromise the fairness of the process. Where there is a genuine fear of consequences and this may need to be considered, it is recommended that professional advice is sought. For the same reason it can be difficult for a council to consider an anonymous complaint, however if the concerns are significant and compromise the council in their duty of care to employees, then consideration of how the deal with the matter may be required.

Victimisation

All employees have the right to raise genuine concerns without the fear of reprisals. If the aggrieved (or a witness) is treated differently / less favourably because they have raised a complaint, then this is victimisation. This would include isolating someone because they have made a complaint, cancelling a planned training event, or giving them a heavier or more difficult workload. Victimisation can lead to a claim to an employment tribunal.

False allegations

If an employee makes an allegation that they know to be untrue, or gives evidence that they know to be untrue, the council should consider the matter under the disciplinary procedure. Such an allegation would be potentially be gross misconduct.

Complaints against Councillors

Following the Ledbury case, the law is clear that any formal complaint about a councillor regarding a breach of the code of conduct must be referred to the Monitoring Officer for investigation (either by the complainant, or the Council with agreement of the complainant). During the investigation, it is critical to ensure that where an employee of the council has made the complaint, that the council agrees reasonable measures with the employee to protect their health and safety. Such measures may include a temporary change in duties, change of work location, not attending meetings with the person about whom the complaint has been made etc.

Careful consideration is required where a grievance is raised against the council as a whole due to lack of support related to councillor behaviours. The specific allegations will need to be considered to determine whether the allegations can be addressed by the council, or require exploration of the councillors behaviour in order to respond, in which case the Monitoring Officer may be required to investigate the alleged behaviours of a/any councillors where this may relate to the code of conduct. It is a matter of fact whether the complaint is against the council and can therefore be dealt with by the council's grievance procedure or against a councillor and can only be dealt with by the Monitoring Officer.



Health & Safety Policy

Credition Town Council (CTC) recognises and accepts its responsibility as an employer for providing a safe and healthy working and operating environment and for taking all due care to protect the safety of its employees and members of the public who use its facilities. Accordingly it will, so far as is reasonable and practicable, take steps to meet this responsibility paying particular attention to the provision and maintenance of:

- a) Plant, equipment, and systems of work that are safe
- b) Safe arrangements for the use, handling, storage and transport of articles and substances
- c) Sufficient information, instruction, training, and supervision as is necessary to ensure the health and safety at work of all officers
- d) Safe places of work and safe access to them
- e) Safe public areas where these are under CTC's control
- f) A safe and healthy working and operating environment
- g) Adequate facilities for welfare at work.

All officers and members of the public are reminded of their duty to take reasonable care for the safety of themselves and others who may be affected by their acts or omissions and to co-operate with others who may be affected by their acts or omissions and to co-operate with council officers to secure compliance with statutory duties placed upon them. This is in addition to the responsibility of the council and its managers/ supervisors for ensuring generally safe conditions of work. You must not do anything that could threaten the health or safety of yourself, fellow officers, customers, or members of the public¹.

Officers shall, at all times, make full use of appropriate safety equipment, devices and protective clothing and report any accidents, unsafe practices, systems of work and damage to plant to the Town Clerk (or their immediate supervisor).

Smoking, including e-cigarettes, is not permitted on the council's premises.

No alcohol or drugs are allowed on the council's premises other than those drugs medically prescribed.

The policy will be reviewed from time to time and may be updated.

Make yourself familiar with health and safety policy and your health and safety duties and responsibilities.

¹ Health and Safety Act 1974 and Managements of Health and Safety at Work Regulations 1999)



Equal Opportunities Policy

Legal Position

It is unlawful to discriminate against an individual on the following grounds:

- **age**
- **disability**
- **gender reassignment**
- **marriage and civil partnership**
- **pregnancy and maternity**
- **race**
- **religion or belief**
- **sex**
- **sexual orientation.**

Under the Equality Act 2010 these are known as “protected characteristics”.

Purpose

The purpose of this policy is to provide equal opportunities to all employees, irrespective of their characteristics (unless there are genuine occupational qualifications or objectively justified reasons for a different approach to be taken). We oppose all forms of unlawful and unfair discrimination whether it be direct or indirect discrimination, victimization or harassment on the grounds of any of the protected characteristics defined in the Equality Act 2010.

Scope

All officers whether full-time, part-time, fixed term contract, agency workers or temporary officers, will be treated fairly and equally. Selection for employment, promotion, training, remuneration or any other benefit will be on the basis of aptitude and ability. All officers will be helped and encouraged to develop their full potential and the talents and resources of the workforce will be fully utilised to maximise the efficiency of Credition Town Council (CTC).

Our commitment

Every officer is entitled to a working environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated. This is further defined in the Dignity at Work Policy adopted by CTC.

The commitment to equal opportunities in the workplace is good management practice and makes sound business sense as it seeks to utilise the talents available from the local community, representing society as a whole.

Breaches of our equal opportunities policy will be regarded as serious misconduct and could lead to disciplinary proceedings. Officers are entitled to complain about discrimination, harassment or victimisation through the Dignity at Work Policy and Disciplinary and Grievance Procedures.

This policy is fully supported by all members of CTC and adopts the model contract as devised by the Society of Local Council Clerks).

The policy will be monitored and reviewed annually. Other personnel policies will be reviewed against the values stated in this main Equal Opportunities Policy to ensure that CTC strives to remain an equal opportunities employer.



APPRAISAL POLICY

Introduction

Credition Town Council (CTC) is committed to the support and development of all staff in order that they can perform and reach full potential in their role.

CTC believes that an important part of this commitment involves having a clear appraisal process in place. The process will ensure good communication between employer, managers and employees as well as helping improve the quality of working relationships, staff's motivation, job satisfaction and personal development.

What are appraisals?

ACAS (The Advisory, Conciliation and Arbitration Service) define an appraisal as *"an opportunity to take an overall view of work content, loads and volume, to look back on what has been achieved during the reporting period and agree objectives for the next."*

When do appraisals take place?

The formal annual appraisal interview takes place in December however any exceptional performance or issues within an employee's role will be dealt with in the normal course of daily management.

Appraisal arrangements

Two members of the HR Committee will undertake the appraisal interview of the Town Clerk.

The Town Clerk will undertake the appraisal interviews of all other staff.

Those nominated to undertake the interview must be open minded and have no existing issue with the staff member. In addition, those nominated must be suitably trained prior to the interview. In the event of the aforementioned criteria not being met, the Council Affairs & Finance committee will appoint an alternative representative.

Each staff member will be sent an invitation, along with a copy of the appraisal forms, to their interview five working days in advance.

The appraisal will take place in a location free from interruption and disturbance.

Appraisal process

The appraisal interview will

- Compare job description to current role
- Review the action points and objectives from the previous appraisal
- Consider performance over the past year
- Look at training and development needs
- Set development actions points
- Set new SMART (Specific, Measurable, Achievable, Realistic and Timebound) objectives
- Record the agreed action points and objectives.



A written record of the interview will be kept by completing the appraisal form.

The completed appraisal form will be signed by those nominated to carry out the interview and by the staff member.

If the staff member is dissatisfied with the appraisal, they should put their concerns in writing for consideration by the HRCommittee.

Appraisal conclusion

Once the appraisal interview has taken place, the outcome together with any action points, objectives and training requests will be reported to the HRCommittee who will review the outcome and make any necessary recommendation to the Full Council.

The completed appraisal form will be placed on the staff members personnel file for future reference.



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**CREDITON
TOWN COUNCIL**

STANDING ORDERS

First adopted: 18 October 2011

Last amended: Decemver 2025 minute no. XXX

Review date: May 2026

Preface

Throughout these standing orders, certain terms are used throughout. These terms and their definitions for the purposes of these Standing Orders are set out below.

The term Council shall mean Crediton Town Council unless otherwise indicated.

‘Chair’ and ‘Vice Chair’ refer to the offices of the Chair and Vice-Chair of Crediton Town Council unless otherwise indicated.

‘Member’ or ‘councillor’ refers, except where the content suggests otherwise, a person elected (whether their election is contested or not) and co-opted onto the council, or a person who is not a Member but who is a member of a committee or a sub-committee or is a member of, and represents the council on any joint committee or joint sub-committee of the council who in law is entitled to vote on any question which falls to be decided at a council, committee or sub-committee meeting.

‘Resolution’ is the legal term for a decision lawfully made by the majority of those present and voting at a council, committee or sub-committee meeting.

‘Financial Regulations’ are the standing orders to regulate and control the financial affairs and accounting procedures of a local council. The financial regulations, as opposed to the standing orders of a council, include most of the requirements relevant to the Responsible Financial Officer.

Some of the standing orders are mandatory because they reflect requirements of Acts of Parliament and subsequent regulations. For ease of reference, the orders or parts of orders concerned are printed in **bold type**.

The standing orders in bold type may not be amended unless the legislation out of which they are born changes.

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1. **RULES OF DEBATE AT MEETINGS**
 - a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the Chair of the meeting.
 - b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
 - c A motion on the agenda that is not moved by its proposer may be treated by the Chair of the meeting as withdrawn.
 - d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
 - e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
 - f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
 - g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the Chair of the meeting, is expressed in writing to the Chair.
 - h A councillor may move an amendment to their own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
 - i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the Chair of the meeting.
 - j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the Chair of the meeting.
 - k One or more amendments may be discussed together if the Chair of the meeting considers this expedient, but each amendment shall be voted upon separately.
 - l A councillor may not move more than one amendment to an original or

substantive motion.

- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.
- o Unless permitted by the Chair of the meeting, a councillor may speak once in the debate on a motion except:
 - i. to speak on an amendment moved by another councillor
 - ii. to move or speak on another amendment if the motion has been amended since they last spoke
 - iii. to make a point of order
 - iv. to give a personal explanation
 - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which they consider to have been breached or specify the other irregularity in the proceedings of the meeting they are concerned by.
- q A point of order shall be decided by the Chair of the meeting and their decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
 - i. to amend the motion
 - ii. to proceed to the next business
 - iii. to adjourn the debate
 - iv. to put the motion to a vote
 - v. to ask a person to be no longer heard or to leave the meeting
 - vi. to refer a motion to a committee or sub-committee for consideration
 - vii. to exclude the public and press
 - viii. to adjourn the meeting

- ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- s Before an original or substantive motion is put to the vote, the Chair of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived their right of reply.
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed 5 minutes without the consent of the Chair of the meeting.

2. **DISORDERLY CONDUCT AT MEETINGS**

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the Chair of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the Chair of the meeting to moderate or improve their conduct, any councillor or the Chair of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the Chair of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

3. **MEETINGS GENERALLY**

Full Council meetings	●
Committee meetings	●
Sub-committee meetings	●

- a Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.
- b The minimum three clear days for notice of a meeting does not the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.
- c Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature

of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.

- d Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda. This will be directed by the Chair of the meeting.
- e The period of time public participation at a meeting in accordance with standing order 3(d) shall not exceed 15 minutes unless directed by the Chair of the meeting.
- f In accordance with standing order 3(d), a question shall not require a response at the meeting nor start a debate on the question. The Chair of the meeting may direct that a written or oral response be given. A written response will be provided to the member of public within X working days.
- g A person shall raise their hand when requesting to speak, except when a person has a disability or is likely to suffer discomfort.
- h In accordance with standing order 3(d) and (e), a member of the public shall not speak for more than 3 minutes, unless the Chair permits otherwise.
- i A person who speaks at a meeting shall direct their comments to the Chair of the meeting.
- j Only one person is permitted to speak at a time. If more than one person wishes to speak, the Chair of the meeting shall direct the order of speaking.
- k Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To "report" means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.
- l A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.
- m The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present. Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the

Chair of the Council may in their absence be done by, to or before the Vice-Chair of the Council (if there is one).

- n **The Chair of the Council, if present, shall preside at a meeting. If the**
● **is absent from a meeting, the Vice-Chair of the Council (if there is**
● **one) if present, shall preside. If both the Chair and the Vice-Chair**
● **are absent from a meeting, a councillor as chosen by the councillors**
● **present at the meeting shall preside at the meeting.**

- o **Subject to a meeting being quorate, all questions at a meeting shall**
● **be decided by a majority of the councillors and non-councillors with**
● **voting rights present and voting.**

- p **The Chair of a meeting may give an original vote on any matter put to**
● **the vote, and in the case of an equality of votes may exercise their**
● **casting vote whether or not they gave an original vote.**

See standing orders 5(i) and (j) for the different rules that apply in the election of the Chair of the Council at the annual meeting of the Council.

- q **Unless standing orders provide otherwise, voting on a question shall**
● **be by a show of hands, or other intent to vote. At the request of a**
● **councillor, the voting on any question shall be recorded so as to**
● **show whether each councillor present and voting gave their vote**
● **for or against that question. Such a request shall be made before**
● **moving on to the next item of business on the agenda.**

- r **The minutes of a meeting shall include an accurate record of the**
● **following:**

- i. the time and place of the meeting
- ii. the names of councillors who are present, those who had
 submitted apologies and the names of councillors who were
 absent
- iii. interests that have been declared by councillors and non-
 councillors with voting rights
- iv. the grant of dispensations (if any) to councillors and non-
 councillors with voting rights
- v. whether a councillor or non-councillor with voting rights left the
 meeting when matters that they held interests in were being
 considered
- vi. if there was a public participation session
- vii. the resolutions made.

- s **A councillor or a non-councillor with voting rights who has a**
● **disclosable pecuniary interest or another interest as set out in the**

- Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on their right to participate and vote on that matter.
- t No business may be transacted at a meeting unless at least one-third (four) of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.

See standing order 4d(vi) for the quorum of a committee or sub-committee meeting.

- u If a meeting is or becomes inquorate no business shall be transacted and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.
- v A meeting shall not exceed a period of 2 hours but may be extended by 30 minutes following a resolution of the Council or Committee.
- w Town, District, and County Councillors wishing to submit reports may give succinct verbal reports at the meeting, or must do so in writing to the Proper Officer at least three clear days before the meeting to enable the report to be included with the agenda publication, providing sufficient time for members of the Council to consider the reports' content and ask questions of the councillor at the meeting regards the content, if applicable.

4. COMMITTEES AND SUB-COMMITTEES

- a Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.
- b The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.
- c Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.
- d The Council may appoint standing committees or other committees as may be necessary, and:
 - i. shall determine their terms of reference
 - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council
 - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its

meetings

- iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee
 - v. shall permit a committee to appoint its own Chair at the first meeting of the committee
 - vi. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three
 - vii. shall determine if the public may participate at a meeting of a committee
 - viii. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee
 - ix. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend
 - x. may dissolve a committee or a sub-committee.
- e All council members may attend all committee and sub-committee meetings of the council, excluding items discussed in Part II. They cannot vote, but may speak at the discretion of the Chair.

5. **ORDINARY COUNCIL MEETINGS**

- a In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.
- b In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.
- c If no other time is fixed, the annual meeting of the Council shall take place at 6pm.
- d In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.
- e The first business conducted at the annual meeting of the Council shall be the election of the Chair and Vice-Chair (if there is one) of the Council.
- f The Chair of the Council, unless they have resigned or becomes

disqualified, shall continue in office and preside at the annual meeting until their successor is elected at the next annual meeting of the Council.

- g The Vice-Chair of the Council, if there is one, unless they resign or becomes disqualified, shall hold office until immediately after the election of the Chair of the Council at the next annual meeting of the Council.**
- h The term of the Chair and Vice-Chair will last no more than two consecutive years.**
- i In an election year, if the current Chair of the Council has not been re-elected as a member of the Council, they shall preside at the annual meeting until a successor Chair of the Council has been elected. The current Chair of the Council shall not have an original vote in respect of the election of the new Chair of the Council but shall give a casting vote in the case of an equality of votes.**
- j In an election year, if the current Chair of the Council has been re-elected as a member of the Council, they shall preside at the annual meeting until a new Chair of the Council has been elected. They may exercise an original vote in respect of the election of the new Chair of the Council and shall give a casting vote in the case of an equality of votes.**
- k Following the election of the Chair of the Council and Vice-Chair (if there is one) of the Council at the annual meeting, the business may include:**
 - i. In an election year, delivery by the Chair of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Town Mayor of their acceptance of office form unless the Council resolves for this to be done at a later date**
 - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council**
 - iii. Receipt of the minutes of the last meeting of a committee**
 - iv. Consideration of the recommendations made by a committee**
 - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities**
 - vi. Review of the terms of reference for committees**
 - vii. Appointment of members to existing committees**

- viii. Appointment of any new committees in accordance with standing order 4
- ix. Review and adoption of appropriate standing orders and financial regulations
- x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses
- xi. Review of representation on or work with external bodies and arrangements for reporting back
- xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future
- xiii. Review of inventory of land and other assets including buildings and office equipment
- xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks
- xv. Review of the Council's and/or staff subscriptions to other bodies
- xvi. Review of the Council's complaints procedure
- xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (*see also standing orders 11, 20 and 21*)
- xviii. Review of the Council's policy for dealing with the press/media
- xix. Review of the Council's employment policies and procedures
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

6. **EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES**
- a The Chair of the Council may convene an extraordinary meeting of the Council at any time.
 - b If the Chair of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.
 - c The Chair of a committee or a sub-committee may convene an extraordinary meeting of the committee or the sub-committee at any time.
 - d If the Chair of a committee or a sub-committee does not or refuses to call an extraordinary meeting within 7 days of having been requested to do so by 2 members of the committee or the sub-committee, any 2 members of the committee or the sub-committee may convene an extraordinary meeting of the committee or a sub-committee.
7. **PREVIOUS RESOLUTIONS**
- a A resolution (whether affirmative or negative) shall not be reversed within six months except by a special motion, which requires written notice by at least 6 councillors to be given to the Proper Officer in accordance with standing order 9.
 - b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.
8. **VOTING ON APPOINTMENTS**
- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the Chair of the meeting.
9. **MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER**
- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically

affects the Council's area or its residents. It shall not relate to any matter which may be considered under the Council's Code of Conduct, Complaints Procedure or employment policies.

- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 8 clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least 10 clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the Chair of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

10. **MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE**

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
 - i. to correct an inaccuracy in the draft minutes of a meeting
 - ii. to move to a vote
 - iii. to defer consideration of a motion
 - iv. to refer a motion to a particular committee or sub-committee
 - v. to appoint a person to preside at a meeting

- vi. to change the order of business on the agenda
- vii. to proceed to the next business on the agenda
- viii. to require a written report
- ix. to appoint a committee or sub-committee and their members
- x. to extend the time limits for speaking
- xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest
- xii. to not hear further from a councillor or a member of the public
- xiii. to exclude a councillor or member of the public for disorderly conduct
- xiv. to temporarily suspend the meeting
- xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements)
- xvi. to adjourn the meeting
- xvii. to close the meeting.

11. **MANAGEMENT OF INFORMATION**

See also standing order 20.

- a **The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.**
- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).**
- c **The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**

- d Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.

12. **DRAFT MINUTES**

Full Council meetings ●
Committee meetings ●
Sub-committee meetings ●

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the Chair of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the Chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, they shall sign the minutes and include a paragraph in the following terms or to the same effect:

“The Chair of this meeting does not believe that the minutes of the meeting of the () held on [date] in respect of () were a correct record but their view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”

- e **If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**
-
-
- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 21(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.
- g The Council will endeavour to publish the minutes of a meeting within 7 working days after the meeting to which the minutes relate.

13. **CODE OF CONDUCT AND DISPENSATIONS**
See also standing order 3(s).
- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
 - b Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which they have a disclosable pecuniary interest. They may return to the meeting after it has considered the matter in which they had the interest.
 - c Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which they have another interest if so required by the Council's code of conduct. They may return to the meeting after it has considered the matter in which they had the interest.
 - d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting.
 - e A decision as to whether to grant a dispensation shall be made by a meeting of the Council, or committee or sub-committee for which the dispensation is required and that decision is final.
 - f A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates
 - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought
 - iv. an explanation as to why the dispensation is sought.
 - g A Councillor who wishes to be granted a dispensation as described above must complete a Crediton Town Council, Dispensation Request Form and forward a signed copy to the Proper Officer as soon as practicable before the meeting of the council, its Committees, sub-committees and working groups where the dispensation is requested. The request will then be considered at the meeting when opened by the Chair.
 - h **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**

- i. without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;
 - ii. granting the dispensation is in the interests of persons living in the Council's area; or
 - iii. it is otherwise appropriate to grant a dispensation.
- i. A copy of the councillors' request and the decision of the meeting where the request is heard shall be kept with the councillors' Register of Interests.

14. **CODE OF CONDUCT COMPLAINTS**

a Upon notification by the Principal Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office.

15. **PROPER OFFICER**

- a The Proper Officer shall be either (i) the Clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:
 - i. **at least three clear days before a meeting of the council, a committee or a sub-committee:**
 - serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda
 - Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).

See standing order 3(b) for the meaning of clear days for a meeting of a full council, committee or sub-committee.

Subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least 7

days before the meeting confirming their withdrawal of it:

- ii. **convene a meeting of the Council for the election of a new Chair of the Council, occasioned by a casual vacancy in their office**
- iii. **facilitate inspection of the minute book by local government electors**
- iv. **receive and retain copies of byelaws made by other local authorities**
- v. hold acceptance of office forms from councillors
- vi. hold a copy of every councillor's register of interests
- vii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures
- viii. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary
- ix. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980)
- x. arrange for legal deeds to be executed
(*see also standing order 24*)
- xi. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations
- xii. record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose
- xiii. arrange for a planning application received by the Council to be referred to the Community Committee within 21 working days of receipt and to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next Community Committee meeting
- xiv. manage access to information about the Council via the publication scheme

- xv. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect (*see also standing order 24*).

16. **RESPONSIBLE FINANCIAL OFFICER**

- a The Council shall appoint a member of staff to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

17. **ACCOUNTS AND ACCOUNTING STATEMENTS**

- a “Proper practices” in standing orders refer to the most recent version of “Governance and Accountability for Local Councils - a Practitioners’ Guide”.
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council’s financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
 - ii. the Council’s receipts and payments (or income and expenditure) for each quarter
 - iii. the Council’s aggregate receipts and payments (or income and expenditure) for the year to date
 - iv. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
 - i. each councillor with a statement summarising the Council’s receipts and payments (or income and expenditure) for the last quarter and the year to date for information
 - ii. to the Council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the

Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

18. **FINANCIAL CONTROLS AND PROCUREMENT**

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls
 - ii. the assessment and management of financial risks faced by the Council
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually
 - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments
 - v. whether contracts with an estimated value below **£30,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £30,000 but less than the relevant thresholds in standing order 19(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity unless it proposes to use an existing list of approved suppliers (framework agreement).**
- d. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up

- ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process
 - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer
 - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed
 - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. **Where the value of a contract is likely to exceed the threshold specified by the Government from time to time, the Council must consider whether the contract is subject to the requirements of the current procurement legislation and, if so, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

19. **HANDLING STAFF MATTERS**

- a A matter personal to a member of staff that is being considered by a meeting of the Oversight Committee is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the Chair of the Oversight Committee, or in their absence, the Chair of Council, of absence occasioned by illness or other reason and that person shall report such absence to the Oversight Committee its next meeting.
- c The Chair of the Council and the Chair of the Oversight Committee shall conduct an annual appraisal of the work of the Town Clerk. A written record shall be kept securely in the council offices.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff (or other members of staff) shall contact the Chair of the Oversight Committee in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the Oversight Committee.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by a member of Town Council staff relates to the Chair or Vice-Chair of the Oversight Committee, this shall be communicated to another member of the Oversight Committee which shall be reported back and progressed by resolution of the Oversight Committee.
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.

In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 20(f).

20. **RESPONSIBILITIES TO PROVIDE INFORMATION**

See also standing order 22.

- a In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.
- b. The Council, shall publish information in accordance with the requirements of the Local Government (Transparency Requirements)

(England) Regulations 2015.

21. **RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION**

See also standing order 11.

- a The Council may appoint a Data Protection Officer.
- b The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning their personal data.
- c The Council shall have a written policy in place for responding to and managing a personal data breach.
- d The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.
- e The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.
- f The Council shall maintain a written record of its processing activities.

22. **RELATIONS WITH THE PRESS/MEDIA**

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.
- b In accordance with the council's policy in respect to dealing with the press, public and/or other media, councillors shall not, in their official capacity, provide oral or written statements, letters or written articles to the press, public or other media.

23. **EXECUTION AND SEALING OF LEGAL DEEDS**

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- b Subject to standing order 23(a), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.

24. **COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS**

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council representing the area of the Council.

25. **GENERAL POWER OF COMPETENCE**

- a Before exercising the general power of competence, a meeting of the full council shall have passed a resolution to confirm it has satisfied the prescribed statutory criteria required to qualify as an eligible parish council.
- b The council's period of eligibility begins on the date that the resolution understanding order 25(a) above was made and expires on the day before the annual meeting of the council that takes place in a year of ordinary elections.
- c **After the expiry of its preceding period of eligibility, the council continues to be an eligible council solely for the purpose of completing any activity undertaken in the exercise of the general power of competence which was not completed before the expiry of the council's preceding period of eligibility referred to in standing order 25(b).**

26. **UNDUE INFLUENCE ON COUNCILLORS**

- a Canvassing councillors or the members of a committee or sub-committee, directly or indirectly, for appointment to or by the council shall disqualify the candidate from such an appointment. The Proper Officer shall disclose the requirements of this standing order to every candidate. An employee of Crediton Town Council shall not canvass or solicit any councillor(s) in respect of their current employment with the Council for their benefit or gain.
- b A councillor or a member of a committee or sub-committee shall not solicit a person for appointment to or by the council or recommend a person or a current employee of Crediton Town Council for such appointment or for promotion; but, nevertheless, any such person may give a written testimonial of a candidate's ability, experience or character for submission to the council with an application for appointment.

27. **RESTRICTIONS ON COUNCILLOR ACTIVITIES**

Unless duly authorised no councillor shall:

- i. inspect any land and/or premises which the Council has a right or duty to inspect; or
- ii. issue orders, instructions or directions.
- iii. Incur any expenditure on behalf of the council or issue an instruction to incur any expenditure.

28. **CREDITON CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)**

In accordance with CCTV protocols from time to time agreed by Crediton Town Council, members of Crediton Town Council undertake a declaration of confidentiality in respect of information and data to which they have access by virtue of their office as a town councillor and owner of the Crediton CCTV system, and will abide by all legislation on the operation and management of the system from time to time in force.

29. **GRANT OF CREDITON CITIZEN AWARD**

A decision to bestow such the Crediton Citizen Award is required to be made at a meeting of the Council. Additionally, at least two thirds of those present and voting must vote in favour of the proposal to confer the honour.

The rights attached to the award are not stipulated in legislation, therefore, for clarity, this Council will invite them to all civic events. A badge of honour will be presented to the individual.

30. **STANDING ORDERS GENERALLY**

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements (in **bold**), may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least 6 councillors to be given to the Proper Officer in accordance with standing order 9. It will be carried if two-thirds of the councillors at a meeting of the council vote in favour.
- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.

- d A councillor's failure to observe standing orders more than three times in one meeting may result in them being excluded from the remainder of that meeting in accordance with standing orders.
- e The decision of the Chair of a meeting as to the application of standing orders at the meeting shall be final.

December 8, 2025

CREDITON TOWN COUNCIL (CTC)

&

EXETER CITY COUNCIL (ECC)

AGREEMENT

**RELATING TO MONITORING OF, REPORTING AND INFORMATION
SHARING IN RELATION TO CLOSED CIRCUIT TELEVISION CAMERAS
IN CREDITON TOWN CENTRE.**

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BETWEEN (the Parties/a Party)

- (1) **CREDITON TOWN COUNCIL** of Council Offices – Manor Office, 6 North Street, Crediton, EX17 2BT
- (2) **EXETER CITY COUNCIL** of Council Offices – Civic Centre, Paris Street , Exeter EX1 1JN

1. Recitals

- 1.1 Crediton Town council has a number of closed-circuit television schemes in its Council area.
- 1.2 Exeter City Council is providing services under the provisions of section 1 of the Local Authorities (Goods and Services) Act 1970 and has agreed to monitor these closed-circuit television images and report incidents and share information as per the Third Schedule.

2. Definitions

The following terms shall have the following meanings:-

- 2.1 'Camera' means any one of the Cameras either fixed, pan/tilt/zoom or dome fully functional camera
- 2.2 'Cameras' means all closed-circuit television cameras installed in Crediton town centre.
- 2.3 'Commencement Date' means the 1st day of January 2026
- 2.4 'Expiry Date' means the 31st day of December 2025 (1 year from 2.3)
- 2.5 'Equipment' means the equipment specified in the First Schedule
- 2.6 'Notice' means a notice complying with the terms of Clause 10.9 hereof
- 2.7 'the Payments' means the sum or sums set out in the Second Schedule
- 2.8 'the Premises' means St Stephens House, 9 Catherine Street, Exeter or in such location or locations as agreed in writing between Exeter City Council and Crediton Town Council (provided that if Exeter City Council desires to change premises, then Crediton Town Council shall not unreasonably withhold its consent)
- 2.9 'the Services' means the obligations specified in the Third Schedule
- 2.10 "the System" means the Cameras, the Equipment and associated cabling and electronic equipment serving the System wherever it may be situated
- 2.11 'the Term' means from the Commencement Date to the earlier of the Expiry Date and the date on which

this Agreement is terminated in accordance with the provisions of this Agreement

2.12 Not Used

2.13 “the Purposes” means the purposes for which the System is to be run from time to time which are to be established by reference to the provisions of the Fourth Schedule to this Agreement

2.14 “Code” means the Code of Practice for CCTV operators from time to time in force as adopted by the Information Commissioner or any code or guidance which is designed to replace the Code

2.15 “Control Room” means the room in the Premises which contains the screens which are part of the Equipment

2.16 “Operator” means a person employed by Exeter City Council to work wholly or mainly in the Control Room

2.17 In this Agreement:

2.17.1 a reference to this Agreement includes its schedules.

2.17.2 the table of contents, background section and the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation.

2.17.3 a reference to a ‘party’ includes that party’s successors and permitted assigns;

2.17.4 words in the singular include the plural and vice versa.

2.17.5 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

2.17.6 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form (including via email);

2.17.7 references to any laws include any replacing, amending, extending, re-enacting or consolidating of any such laws.

2.17.8 a reference to any law includes all subordinate legislation made from time to time under that law

3. Appointment

Crediton Town Council appoints Exeter City Council to carry out the Services for the Term in return for the Payments

4. Exeter City Council’s obligations

4.1 Services to be provided by Exeter City Council

Exeter City Council shall for the duration of the Term carry out the Services

4.2 Confidential Information

Other than as required by law not at any time during or after the Term to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of Crediton Town Council

4.3 Delegation

Not to delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms

4.4 Equipment

Not to cause or permit anything which may damage or endanger the Equipment, the System or other property of Crediton Town Council or Crediton Town Council's title to it or assist or allow others to do so

4.5 Indemnity

To indemnify and keep indemnified Crediton Town Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Crediton Town Council resulting from a breach of this Agreement by Exeter City Council including:

4.5.1 any act, neglect, or default of Exeter City Council's employees or agents

4.5.2 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party

The foregoing indemnity shall be limited to the levels of insurance specified in clause 4.6 and include any breaches of the Data Sharing Agreement

4.6 Insurance

4.6.1 to maintain at its own cost a comprehensive policy of insurance to cover the liability of Exeter City Council in respect any act or default for which it may become liable to indemnify Crediton Town Council under the terms of this Agreement

4.6.2 To arrange that the minimum cover per claim of that policy is £5,000,000

4.7 Notice

To comply with the terms of any Notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require Crediton town Council to serve notice of any breach before taking action in respect of it

4.8 Exeter City Council will at all times comply:

4.8.1 with the requirements of the Health and Safety at Work Act 1974 and any other Acts Regulations or Orders pertaining to health and safety of employees; and

4.8.2 with the provisions of the Equality Act 2010 and any amendments thereto or any such Act as may from time to time be in force and shall use all reasonable endeavours to comply with any code of practice issued thereunder by the Commission for Racial Equality or any successor body thereto

5. Crediton Town Council's obligations

5.1 In consideration of the Services to be rendered by Exeter City Council under this Agreement Crediton Town Council agrees to make the Payments promptly in accordance with the provision of the Second Schedule

5.2 To carry out the obligations of Crediton Town Council in relation to the Services

5.3 Indemnity

To indemnify and keep indemnified Exeter City Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Exeter City Council resulting from a breach of this Agreement by Crediton Town Council including:

5.3.1 any act, neglect or default of Crediton Town Council's employees or agents

5.3.2 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party

The foregoing indemnity shall be limited to the levels of insurance specified in clause 5.4 and include any breaches of the Data Sharing Agreement.

5.4 Insurance

- 5.4.1 To maintain at its own cost a comprehensive policy of insurance to cover the liability of Exeter City Council in respect any act or default for which it may become liable to indemnify Crediton Town Council under the terms of this Agreement
- 5.4.2 To arrange that the minimum cover per claim of that policy is £5,000,000

5.5 Crediton Town Council will at all times comply:

- 5.5.1 with the requirements of the Health and Safety at Work Act 1974 and any other Acts Regulations or Orders pertaining to health and safety of employees; and
- 5.5.2 with the provisions of the Equality Act 2010 and any amendments thereto or any such Act as may from time to time be in force and shall use all reasonable endeavours to comply with any code of practice issued thereunder by the Commission for Racial Equality or any successor body thereto

6. VAT

- 6.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes
- 6.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

7. No liability on part of Exeter City Council unless the City Council is in default

- 7.1 Exeter City Council shall not be liable to Crediton Town Council for loss or damage to the System or property of Crediton Town Council unless due to the negligence or other failure of Exeter City Council to perform its obligations under this Agreement or under the general law
- 7.2 In the event of Exeter City Council being unable to meet its obligations over any single period of twenty-four hours or an aggregate of occurrences in any one quarter which shall exceed twenty-four hours then the Parties shall adjust the next Payment as a remedy in compensation to Crediton Town for the break in service

8. Termination for breach

The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach which shall subject to sub-clause 8.4 hereof determine this Agreement and the rights and liabilities of the Parties shall then be determined in accordance with clause 9

- 8.1 Failure on the part of Crediton Town Council to make payment of all sums due to Exeter City Council under the terms of this Agreement within twenty-eight days of the sums becoming due
- 8.2 Failure on the part of Exeter City Council to observe any obligation under this Agreement not requiring notice to be served and in the case of obligations requiring notice to be served failure to comply with the terms of any Notice
- 8.3 The doing or permitting of any act by which Crediton Town Council's rights in the Equipment may be prejudiced or put in jeopardy
- 8.4 Before Exeter City Council shall exercise its right to determine this Agreement pursuant to clause 8 here of it shall serve written notice on the Town Clerk at Crediton Town Council giving twenty-eight days' notice of its intention to determine this Agreement

9. Termination consequences

In the event of this Agreement being determined whether by effluxion of time or pursuant to clause 8 Notice, breach or otherwise:

- 9.1 Crediton Town Council shall immediately pay to Exeter City Council all arrears of the Payments and any other sums due under the terms of this Agreement
- 9.2 Either Party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each Party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other Party may have exercised one or more of the rights and remedies against it
- 9.3 Any right or remedy to which either Party is or may become entitled under this Agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this Agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative

10. Miscellaneous

10.1 Warranty

Each of the Parties warrants its powers to enter into this Agreement and has obtained all necessary approvals to do so

10.2 Interest

All sums due from either of the Parties to the other which are not paid on the due date (without prejudice to the rights of either party under this Agreement) shall bear interest from day to day at the annual rate of 4% over the base lending rate of Barclays Bank Plc for the time being in force

10.3 Receipt

The receipt of money by either Party shall not prevent either of them from questioning the correctness of any statement in respect of such money

10.4 Force Majeure

Both Parties shall be released from their respective obligations in the event of National emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the Parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately and in particular:

10.4.1 Crediton Town Council shall immediately pay to Exeter City Council all arrears of the Payments

10.4.2 each Party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement

10.5 Variation of amount of the Payments

The amount of the Payments shall be reviewed annually on the anniversary of the Commencement Date and shall be increased or decreased (as the case may be) by the same percentage increase or decrease (as the case may be) of the Retail Prices Index for the preceding period of twelve months

Provided that if the Retail Prices Index shall cease to exist such other index the compilation of which as

nearly as possible matches that of the Retail Prices Index shall be used

10.6 Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or by agreement between the Parties it may be severed from this Agreement

10.7 Whole Agreement

Each Party acknowledges that this Agreement contains the whole agreement between the Parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it

10.8 Discretion

Any discretion, exercise of discretion, judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall be binding on a Party only if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement

10.9 Notices

Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or by electronic mail to the e-mail addresses below and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent on a working day (Monday – Friday between 9.00am and 5.00pm) by electronic mail to the email addresses below or such other e-mail addresses notified to each Party by the other Party:

Exeter City Council: Dennis.Cavanagh@Exeter.Gov.uk / Victoria.Hatfield@Exeter.Gov.uk

Crediton Town Council: R.Avery@Crediton.gov.uk /

10.10 Headings

Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

10.11 Proper law and jurisdiction

- 10.11.1 This Agreement shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England
- 10.11.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction
- 10.11.3 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any Party by post

10.12 Rights cumulative

All rights granted to either of the Parties shall be cumulative and no exercise by either of the Parties or any rights under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it

10.13 Survival of terms

No term shall survive expiry or termination of this Agreement unless expressly provided

10.14 Waiver

The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

10.15 Costs

Each of the Parties shall pay any costs and expenses incurred by it in connection with the drafting and completion of this Agreement

10.16 No assignment or sub-contracting

Neither Party shall assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the other Party (such consent may not be unreasonably withheld or delayed)

10.17 Both Parties shall comply with all applicable anti-bribery or anti-corruption Law, having regard to the nature of the Services and the jurisdictions involved ("Applicable Law"). Neither party shall knowingly place the other in breach of any Applicable Law.

10.18 Data Protection

The Parties have entered into a separate Data Sharing Agreement to facilitate the disclosure of information under this Agreement as per the Fifth Schedule

10.19 Freedom of Information

10.19.1 Both Parties are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004

10.19.2 In the event of receiving requests for information, the other Party will do all things reasonably necessary to assist the Party who received the request, in meeting the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004

10.20 The parties hereby agree that for the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to confer a benefit upon anyone apart from the parties to this Agreement

11. Dispute Resolution

- 11.1 Where there is a dispute, the aggrieved Party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other Party. A senior representative of each of the Parties shall meet in person or communicate by telephone within 5 working days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective Parties. If the dispute cannot be resolved, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either Party may seek its remedies as provided below
- 11.2 The Parties may agree in writing to settling the dispute by way of Alternative Dispute Resolution
- 11.3 If the Parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement

12. Electronic Signature

The Parties agree that this Agreement may be signed by electronic signature (whatever form the electronic signature takes). When signing by electronic signature the Parties confirm that this is method of signature is conclusive of the Parties intention to be bound by this Agreement as if signed by each Party's manuscript signature.

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

Signed for and on behalf of **Crediton Town Council**

08/12/2025

.....
Authorised Signatory

Signed for and on behalf of **EXETER CITY COUNCIL**

08/12/2025

.....
Authorised Signatory

THE FIRST SCHEDULE

For installation in the Control Room

The Equipment

All equipment, cabling or cable channels and ducts installed in the Exeter City Council Control Room are the property of Exeter City Council

All equipment, cabling or cable channels and ducts installed in the Crediton Town Council offices are the property of Crediton Town Council.

THE SECOND SCHEDULE

The Payments

1. Subject to clause 10.5 the Parties have agreed an annual fee of £4,000
2. Payment of the said fee will be made quarterly in arrears on 1 April, 1 July, 1 October and 1 January.
3. The quarterly amount to be paid is therefore: £1,000 when the annual fee is £4,000
4. Any further sum which has been agreed for the provision of additional services (including repair and maintenance services) provided by or on behalf of Exeter City Council with Crediton Town Council express agreement

THE THIRD SCHEDULE

1. Installation of Equipment

- 1.1 Crediton Town Council will provide all external Equipment and arrange for it to be installed and set up at the Premises by suitably qualified and experienced persons
- 1.2 Installation may only take place at a time reasonably convenient to Exeter City Council and must be carried out in such a way as to minimise the interruption of work carried on at the Premises and the work carried on in the Control Room in particular
- 1.3 Installation under paragraph 1.1 does not include connection into the system belonging to Exeter City Council which Exeter City Council will arrange as quickly as possible after installation under paragraph 1.1 and, in any event, within 72 hours after completion of installation
- 1.4 If the location of the Premises changes during the Term, then Exeter City Council will arrange for the equipment to be removed and re-installed at the new Premises
- 1.5 Exeter City Council will permit the Equipment to be connected to any equipment belonging to Exeter City Council which is needed to control the Cameras PROVIDED THAT if the Equipment or any part of it ceases to operate correctly then Exeter City Council may disconnect the Equipment until it is repaired
- 1.6 When replacing any equipment to which the Equipment is connected Exeter City Council, Crediton Town Council will consider the need for the new equipment to be as compatible with the Equipment and the Cameras as possible having regard to the need to provide modern equipment
- 1.7 Exeter City Council may allow Crediton Town Council to connect additional cameras to the Equipment
- 1.8 Crediton Town Council shall make sure that the Cameras and the Equipment are always maintained properly in good working order (Exeter City Council may agree to provide maintenance and repair services at Crediton Town Council's request)

2 Erection of Cameras and other matters

- 2.1 Crediton Town Council will make sure that before any camera becomes operational there are enough signs in appropriate locations to ensure that the System complies with the data protection legislation
- 2.2 Crediton Town Council must make sure that every Camera in place at the Commencement Date and any new camera installed during the Term and any Camera whose location is altered during the Term is designed in accordance with the Code
- 2.3 In paragraph 2.2 “designed” means the location of the camera, its reach and image quality and the setting of areas which the camera is capable of viewing

3 Operating the Cameras

- 3.1 Exeter City Council will use reasonable endeavours to make sure that the Control Room is always staffed by sufficient Operators and that the Operators watch the screens in the Control Room as part of their duties (the screens monitored by these Operators will include those belonging to Exeter City Council as well as other customers of the Control Room)
- 3.2 Exeter City Council will provide a minimum of one operator 24 hours per day, seven days per week whose duties will include monitoring the camera images provided from the Crediton Town Council area
- 3.3 Recordings made under paragraph 3.2 will be kept for one month or longer if needed in accordance with paragraph 5
- 3.4 Exeter City Council will consider any properly authorised requests from any authorised police officer and from Crediton Town Council to carry out any directed surveillance (as defined by the Regulation of Investigatory Powers Act 2000) provided the request is made for any of the Purposes but is not obliged to agree to any request where it reasonably considers that the surveillance might result in it carrying out any unlawful act
- 3.5 Exeter City Council will store the recordings in such a way to provide continuity of evidence in accordance with their codes of practice

4 Incidents

- 4.1 Exeter City Council will promptly report to the police any incident any Operator notices on the System where it appears that a criminal offence (apart from minor road traffic offences) may have been committed or where there may be a breach of the law
- 4.2 Exeter City Council may report to the police or to another law enforcement agency information about any other apparent breach of the law
- 4.3 Exeter City Council will send Crediton Town Council a quarterly list of incidents observed by the Operators and notified under this paragraph. This list will not contain any personal data.
- 4.4 An example of the Incident Report Form to be used to record each incident is shown at Appendix B. It will be used to compile monthly statistics of incidents and arrests, etc. observed by operators. This information will be completed into a spreadsheet and sent to Crediton town Council within 10 days of the end of the month on which the report is made

5 Disclosure

- 5.1 If a recording made under paragraph 3.2 is needed to be retained for any of the Purposes (but is not needed by the police) then Exeter City Council will retain the material containing that recording until such time as the recording is no longer needed for that purpose (for example at the conclusion of legal proceedings or where an investigation has finally concluded that no proceedings will be taken)
- 5.2 If a recording made under paragraph 3.2 is needed by the police for any of the purposes, then Exeter City Council will keep it securely until it is collected by the police, but the police must collect it within seven (7) days of asking for it
- 5.3 Exeter City Council will supply copies of recordings retained under paragraph 5.1 to Crediton town Council and any police officer but only where Exeter City Council reasonably considers that to do so is in accordance with the law and is reasonably likely to assist with achieving the Purposes
- 5.4 Exeter City Council will disclose recordings to others as required by law but not otherwise (except that Exeter City Council when complying with subject access requests will exercise discretion concerning the blanking out of images relating to others and it may disclose the images where it considers it reasonable to do so)

- 5.5 Exeter City Council may make voluntary disclosure to others in the following circumstances:
- (a) where a request has been made by or on behalf of an insurance company or a solicitor for disclosure in connection with an actual or prospective claim for damage following a car accident.
 - (b) where a request has been made by a solicitor acting on behalf of someone who has been charged with a criminal offence for disclosure of material which may be admissible in the proceedings relating to that offence; or
 - (c) Crediton town Council agrees to the disclosure.
- 5.6 Exeter City Council will not disclose recordings except in accordance with this paragraph
- 5.7 Crediton town Council will not further disclose copies of recordings given to them under this paragraph unless that disclosure is authorised or required by law

6 Access to the Control Room

- 6.1 Exeter City Council will during the Term ensure that access is restricted to:
- 6.1.1 Operators and those managing or providing support services to the Operators
 - 6.1.2 People who reasonably need access to the Control Room for maintenance or repair purposes
 - 6.1.3 People who reasonably need access to the Premises for one or more of the Purposes in order to fulfil a subject access request
 - 6.1.4 Upon receiving reasonable notice in writing duly authorised employees or councillors of Crediton Town Council who are visiting for the purposes of inspecting how the Services are being provided or for occasional pre-arranged publicity visits
- 6.2 Crediton Town Council must ensure that those visiting the Control Room under paragraph 6.1.4 follow reasonable instructions given to them by any Operator or other senior employee of Exeter City Council
- 6.3 Exeter City Council shall ensure that those of its employees who have access to the Control Room are reliable and trustworthy and that they are trained in the code of CCTV practice adopted by Exeter City Council from time to time
- 6.4 Exeter City Council will ensure that the Operators are provided with a map of Crediton showing the locations of the cameras to enable them to accurately describe the location of any incidents they notice (see Appendix A)

7 Court Proceedings

- 7.1 Exeter City Council will use reasonable endeavours to secure that its employees attend as witnesses in criminal proceedings where the police or Crediton town Council request them to attend and where images from the CCTV systems are intended to be admitted in evidence

8 Maintenance

- 8.1 Exeter City Council will inform Crediton Town Council promptly of any fault in any part of the Equipment and if Crediton town Council so requires, to arrange for the fault to be repaired by Exeter City Council's contractor at Crediton town Council's expense

9 Removal of equipment

- 9.1 At the end of the Term Crediton Town Council must within fourteen (28) days remove any control room Equipment from the Premises in accordance with paragraph 9.2
- 9.2 The removal referred to in paragraph 9.1 must take place at a time reasonably convenient to Exeter City Council and must be carried out in such a way as to minimise the interruption of work carried on at the Premises and the work carried on in Control Room in particular

THE FOURTH SCHEDULE: THE PURPOSES

The Purposes for which the System has been established are set out below. The Purposes may only be changed if both Exeter City Council and Crediton Town Council agree, and any such agreement must be set out in writing but Exeter City Council may only withhold its agreement to any changes if it reasonably considers that amending the Purposes would

- (a) mean that the provision of the Services would then cause Exeter City Council to use significant additional resources
- (b) cause a significant risk of contravention of the law

PURPOSES

- Help to prevent and reduce crime and disorder in the Crediton town Council area
- Reduce the fear of crime and provide reassurance to the public
- Detect, deter and prevent crime by:-
 - assisting in the prevention of crime
 - deterring and detecting crime
 - helping to identify apprehend and prosecute offenders
 - providing evidence to take criminal and civil action in the courts
 - maintenance of public order
- Reduce vandalism graffiti, criminal damage and other nuisance
- To reduce vehicle crime within the Crediton Town Council area and its car parks
- To enable the Police to provide a more effective response

THE FIFTH SCHEDULE: DATA SHARING AGREEMENT

PARTIES

- A. Crediton Town Council (herein referred to as CTC)
; and
- B. Exeter City Council (herein referred to as ECC)

BACKGROUND

(A) CTC is a government body, and as such processes the personal data of local residents, Councillors, employees, third party contractors and users of CTC's website as well as people with a vested interest in the CTC geographic location for legal and contractual purposes.

(B) ECC for the purposes of and in relation to the sharing of data in respect of the close circuit television cameras (CCTV) that form part of the Crediton Public Surveillance System (CPSS).

CTC and ECC may share personal data for the purposes of evidence in support of crime requested by the Police Force.

This Agreement has been produced to regularise the sharing of personal data by the Parties A and B as required by the GDPR (defined below), which took effect on 25 May 2018 and sets out the terms, requirements and conditions on which the Parties will share personal data for the Purposes (defined below)

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

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

1.1 Definitions:

- A. "Commencement Date" means.
- B. "Data controller", "data processor", "data subject", "personal data", "processing" and "appropriate technical and organisational measures" shall have the meanings as set out in the Data Protection Legislation.
- C. "Data Protection Legislation" means all applicable privacy and data protection laws including the GDPR, the Data Protection Act 2018 any laws which implement or supplement any such laws and any laws which replace extend re-enact consolidate or amend any of the foregoing.
- D. "GDPR" means the General Data Protection Regulation ((EU) 2016/679).
- E. "Permitted Recipients" means the Parties and their employees, third party contractors whose access to the Shared Personal Data is necessary for the performance of those individuals' authorised duties and who are subject to appropriate duties of confidentiality.
- F. "Purposes" means those purposes detailed in schedule 1.
- G. "Regulatory Communication" means a communication from the UK Information Commissioner (Or any other competent data protection regulator) relating to any actual or alleged non-compliance with Data Protection Legislation by a Party with respect to the Shared Personal Data.
- H. "Security Incident" means a personal data breach, whereby Shared Personal Data is lost, stolen or otherwise compromised, with or without fault on the part of the Party who had possession of it.
- I. "Shared Personal Data" means the personal data shared between the Parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- i. Personal data will include data which can identify a natural person (data subject), through use of an identifier such as a name, location data, or to one of more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity. This may include the use of sensitive personal data as listed below. No data will be shared if it not required for the purposes listed in schedule 1
- ii. Personal data revealing racial or ethnic origin.
- iii. Data concerning a natural person's sex life or sexual orientation.

2 DATA PROTECTION OBLIGATIONS

2.1 The Parties recognise that the effective governance of data in respect of the close circuit television cameras (CCTV) that form part of the Crediton Public Surveillance System (CPSS) and, particularly, in Crediton requires each of the parties to collect, process and share personal data relating to individuals with a vested interest in the Crediton town geographic location.

2.2 The roles of the Parties. This Agreement sets out the framework for the sharing of personal data between the Parties as data controller (CTC) and data processor (ECC). Each Party acknowledges that one Party (the "Data Discloser") may disclose to the other Party (the "Data Recipient") Shared Personal Data collected by the Data Discloser for the Purposes. Each Party shall comply with the data protection obligations imposed on them as either the Data Controller or Data Processor in their respective roles under the Data Protection Legislation in relation to the Shared Personal Data. Except as expressly set out in this clause 2 (and Schedule 2), nothing in this Agreement is intended to render ECC as a "joint" data controller under the GDPR.

2.3 Particular obligations relating to data sharing. Each of the Parties shall be responsible for ensuring the compliance with applicable law of its processing of personal data as respective data controller or data processor, subject always to the provisions of clause 2.4 and Schedule 2 and each Party shall:

- A. Ensure that it has all necessary fair processing notices (commonly known as 'privacy notices' or 'privacy policies') and/or, as applicable, consents in place to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the Purposes;
- B. Ensure that the Shared Personal Data is accurate as at the date it is shared with the other Party;
- C. Process the Shared Personal Data only for the Purposes;
- D. Not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients; and
- E. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Personal Data.

2.4 Where either party acts as a 'data processor' for the other, the data processor shall, to the extent that the processing must comply with the GDPR, comply with the data processing obligations set out in Schedule 2.

2.5 Mutual assistance. Without prejudice to clauses 2.1 to 2.3 above, each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in relation to any Shared Personal Data it has received from the other Party, each Party shall:

- A. take such steps as are reasonably requested by the other Party to enable that Party to comply with its obligations under the Data Protection Legislation;
- B. promptly inform the other Party about the receipt of any data subject access request or another request received from a data subject seeking to exercise their rights under the Data Protection Legislation;
- C. promptly notify the other Party if it receives a Regulatory Communication or becomes aware of a Security Incident, in each case which is likely to result in enforcement action, legal proceedings or otherwise

- adversely affect the reputation of the other Party, and, where relevant, provide reasonable assistance so that the Party in receipt of such Regulatory Communication or having detected such Security Incident may deal with and respond to the Regulatory Communication or Security Incident;
- D. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser;
 - E. provide the other Party with contact details of at least one employee or volunteer as the point of contact and responsible manager for data protection compliance issues.

2.6 Compliance with other policies and procedures. The Parties shall comply with all data protection, information security and information governance policies in place and notified to the Parties from time to time, including any Information Sharing Protocol established for the purpose of safeguarding children and adults at risk.

3 TERM AND TERMINATION

3.1 This Agreement will be deemed to have commenced on the Commencement Date and continue for so long as either Party retains any Shared Personal Data that it received from the other Party under this Agreement in its possession or control (the "Term").

3.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of this Agreement in order to protect Shared Personal Data will remain in force and effect.

4 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England and Wales and is subject to the jurisdiction of the English and Welsh courts.

5 GENERAL

5.1 Entire agreement. This Agreement, and any policies and procedures referred to in this Agreement, contains the entire agreement between the Parties, and replaces all previous agreements and understandings between them, relating to its subject matter.

5.2 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any Party existing at the date set out above may enter into this Agreement by executing a counterpart.

5.3 Relationship of the parties. Without prejudice to clause 2.2, this Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Except as expressly provided for, neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

5.4 Variations. No variation of this Agreement will be effective unless it is in writing and signed by the Parties (or their authorised representatives).

5.5 Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by applicable law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

5.6 Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

5.7 Third party rights. The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

The Parties agree that this Agreement may be signed by electronic signature (whatever form the electronic signature takes). When signing by electronic signature the Parties confirm that this is method of signature is conclusive of the Parties intention to be bound by this Agreement as if signed by each Party's manuscript signature

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

Signed by

Signed by

for and on behalf of
CTC

for and on behalf of
ECC

Schedule 1

Purposes of the data processing

CTC Purposes

The Purposes for which CTC may use Shared Personal Data received from the ECC under this Agreement are:

1. Complying with legal obligations, legislation which would include health and safety.
2. Safeguarding purposes,
3. Carrying out DBS checks on coaches, officials and volunteers.
4. Reporting to financial and tax authorities and institutions.
5. Assisting with law enforcement investigations with recognised competent authorities as per the DPA 2018

ECC Purposes

The Purposes for which ECC may use Shared Personal Data received from CTC under this Agreement are:

1. Help to prevent and reduce crime and disorder in the agreed upon area.
2. To potentially help reduce the fear of crime and provide reassurance to members of the public.
3. To potentially help detect, deter, and prevent crime, by using data to help identify, apprehend, and prosecute offenders.
4. Providing evidence to take criminal and civil action in the courts.
5. Assisting with law enforcement investigations with recognised competent authorities as per the DPA 2018

Schedule 2

GDPR Compliant Data Processing Obligations

1. In the course of the Parties interactions under this Agreement (and otherwise), one Party may have access to, or be required to, process personal data on the other Party's behalf. The parties acknowledge that for the purposes of the Data Protection Legislation, specifically the GDPR, a data controller subject to the GDPR is required to meet its statutory obligations in relation to the processing of personal data, irrespective of whether the processing is undertaken directly by the data controller or by a data processor acting on behalf of the data controller.
2. If either Party ("processor") processes any personal data on behalf of the other Party ("controller"), the processor shall, to the extent it is regulated by the GDPR in relation to that processing:
- A. process the personal data only on documented instructions from the controller (including this Agreement);
 - B. not transfer such personal data to a country outside the European Economic Area unless specifically authorised to do so by the controller;
 - C. ensure that persons authorised to process the personal data have committed themselves to obligations of confidentiality;
 - D. take all appropriate technical and organisational measures to ensure an appropriate level of security for the personal data (including to protect it against accidental or unlawful destruction, loss, or alteration, and against unauthorised disclosure or access);
 - E. not sub-contract its data processing obligations to a third party without the specific authorisation of the controller (and, where such authorisation is given, ensure that such a third party data processor agrees to the same data protection obligations as set out in this Schedule 2, on the understanding that the processor remains fully liable to the controller for the performance of those data processing obligations);
 - F. assist the controller in responding to individuals exercising their data subject rights as set out in the GDPR (e.g. by helping the controller to provide a copy of a particular individual's personal data, if they ask for it);
 - G. assist the controller to comply with its obligations under the GDPR (including regarding appropriate data security, the notification of a personal data breach to a relevant supervisory authority (i.e. data protection regulator) and to the data subject(s) affected, and the preparation of data protection impact assessments, where appropriate), taking into account the nature of processing and the information available to the processor;
 - H. at the choice of the controller, delete or return to the controller all such personal data once the processing of such personal data is no longer required;
 - I. make available to the controller all information necessary to demonstrate compliance with the obligations set out in this Schedule 2 (including a record of all categories of data processing activities the processor carries out on behalf of the controller) and allow for and contribute to data audits, including inspections, if the controller so requires.

APPENDIX A

Camera Schedule

For CTC to attach a map of the current CTPSS