



To All Crediton Town Councillors

You are hereby summoned to attend a **Full Council meeting**, which will be held on **Tuesday, 6 January 2026 at 19:00**, at **Crediton Library, Belle Parade, Crediton**.

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**

**Tuesday, 23 December 2025**

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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), Crediton Town Council is unable to make any decision on matters not listed within the agenda.
- Crediton Town Council will always attempt to record and livestream meetings to Crediton Town Council's social media platforms.

## AGENDA

### **2026/358 - Welcome and Introduction**

Opening of meeting by the Chair and member introductions

### **2026/359 - 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)

### **2026/360 - Apologies**

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

### **2026/361 - Declarations of Interest and Requests for Dispensations**

**2026/361.1 - To receive declarations of personal interest and disclosable pecuniary interests (DPI's) in respect of items on this agenda**

**2026/361.2 - To consider any dispensation requests (requests should be made to the Town Clerk prior to the meeting)**

### **2026/362 - 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

### **2026/363 - Chair's and Clerk's Announcements**

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

### **2026/364 - Town Council Minutes**

To approve and sign the minutes of the meetings held on Tuesday 2 December and Tuesday 16 December 2025, as a correct record (minutes will be issued with the agenda)

### **2026/365 - Mid Devon District Council Planning Applications**

MDDC Planning Public Access Portal - Mid Devon District Council, the determining Authority, has asked for comments from this Town Council on the following planning applications:

25/01484/HOUSE | Erection of single storey rear extension and installation of rear flat roof dormer | 13 Greenway Crediton Devon EX17 3LP (extension requested)

25/01285/FULL | Erection of an industrial shed, covered area and store building | Crediton Milling Company Marsh Road Lords Meadow Industrial Estate Crediton Devon EX17 1EU (extension requested)

25/01686/FULL | Replacement of wastewater treatment works to include two-storey building and two silos | Crediton Dairy Ltd Church Lane Crediton Devon EX17 2AH (extension requested)

**2026/366 - Mid Devon District Council Planning Decisions**

Mid Devon District Council, the determining Authority, has APPROVED the following applications with conditions as filed:

Ref: 25/01458/CAT

Proposal: Notification of intention to trim overhanging branch to fence line of 21 Chestnut Close of 1 Ash tree (T1) within the Conservation Area

Location: The Beeches, Old Tiverton Road, Crediton, Devon

Ref: 25/01293/FULL

Proposal: Erection of ground and first floor extensions to existing factory building to include new facade

Location: Buckland Timber, Marsh End, Lords Meadow Industrial Estate, Crediton

Ref: 25/01221/LBC

Proposal: Listed Building Consent for the replacement of window with door and internal alterations to form internal doorway

Location: Barn at NGR 283150 99319 (Higher Park Farm) Crediton, Devon

Ref: 25/00717/FULL

Proposal: Change of use of holiday/ancillary accommodation to residential dwelling

Location: Barn at NGR 283150 99319 (Higher Park Farm) Crediton, Devon

**2026/367 - Premises Licence**

To consider and comment on an application for a new premises licence for Crediton Rugby Club

**2026/368 - Crediton Urban Taskforce [CUT!]**

To receive the report and note the contents therein

**2026/369 - Grants 2025-26**

**2026/369.1 - To ratify a grant of £3,000.00 to Significant Seams as recommended by the Grants Committee at the meeting held on 11 December**

**2026/369.2 - To consider and approve a virement of £3,211.00 from the remaining 2025-26 grants budget to Earmarked Reserves**

**2026/370 - CCTV monitoring transfer to Exeter City Council**

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

**2026/371 - Document Retention**

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

**2026/372 - 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  
Biodiversity Statement

**2026/373 - Grass Cutting Consultation**

To receive and note the grass cutting consultation results in relation to the Grounds Maintenance Contract for 2026-2029, and to agree any further action (results will be issued prior to the meeting)

**2026/374 - Remembrance Maroon**

To receive and consider a proposal from the President of Crediton RBL

**2026/375 - War Memorial**

To receive the report and consider the quotations therein to carry out works to the slabs around the War Memorial and bus shelter

**2026/376 - Weedkiller**

To receive a report and consider the recommendations therein (Cllr Backhouse)

**2026/377 - Date of next meeting**

To note that the date of the next meeting will be Tuesday 20 January 2026

**2026/378 - Reports Pack****Attachments – for internal use only**

[AI 364 - 2025-12-02 - Full Council - Minutes.pdf](#)  
[AI 364 - 2025-12-16 - Full Council - Minutes.pdf](#)  
[AI 367 - Premises Licence - Rugby Club.pdf](#)  
[AI 368 - CUT Report.docx](#)  
[AI 369 - Grants Minutes - 11 December 2025.pdf](#)  
[AI 370 - ECC CTC SLA DEC 2025.docx](#)  
[AI 371 - Document Retention Policy DECEMBER 2025.docx](#)  
[AI 371 - Document Retention Report.docx](#)  
[AI 372 - Appraisal Policy 2022.docx](#)  
[AI 372 - Biodiversity Statement.docx](#)  
[AI 372 - Dignity at Work Policy.docx](#)  
[AI 372 - Disciplinary Procedure.docx](#)  
[AI 372 - Equal Opportunities Policy.docx](#)  
[AI 372 - Grievance Procedure.docx](#)  
[AI 372 - Health\\_Safety.docx](#)  
[AI 372 - Risk Management Policy.docx](#)  
[AI 372 - Training and Development Policy.docx](#)  
[AI 374 - Remembrance Day maroon.pdf](#)  
[AI 375 - War memorial slabs.docx](#)  
[AI 376 - Weedkiller Report.docx](#)



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

**Present:** Cllrs Giles Fawssett, 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:** Cllr Philip Bialyk, Leader of Exeter City Council  
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 Fawssett 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

Cllr 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 as Appendix One.*

Concerns were raised about the consultation process, with some attendees describing it as inadequate. Cllr 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. Cllr 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. Cllr 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 Standford 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 Lanscore 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.....



## LOCAL GOVERNMENT REORGANISATION

**Putting people first in Exeter  
and Devon**

**Council Leader Cllr Philip Bialyk**  
Crediton Parish Council | 2 December 2025

# What is Local Government Reorganisation or “LGR”?

**LGR is the process of changing how local councils are organised and what they are responsible for**

**The Government plans to replace the current two-tier system of district and county councils with fewer single tier unitary councils that deliver all local services and can cover counties, towns, or cities**

**The aim is to simplify local government and make structures more sustainable**

**This is a mandatory process, as stipulated by the Government.**

# Timeline and next steps

## ECC Key dates:

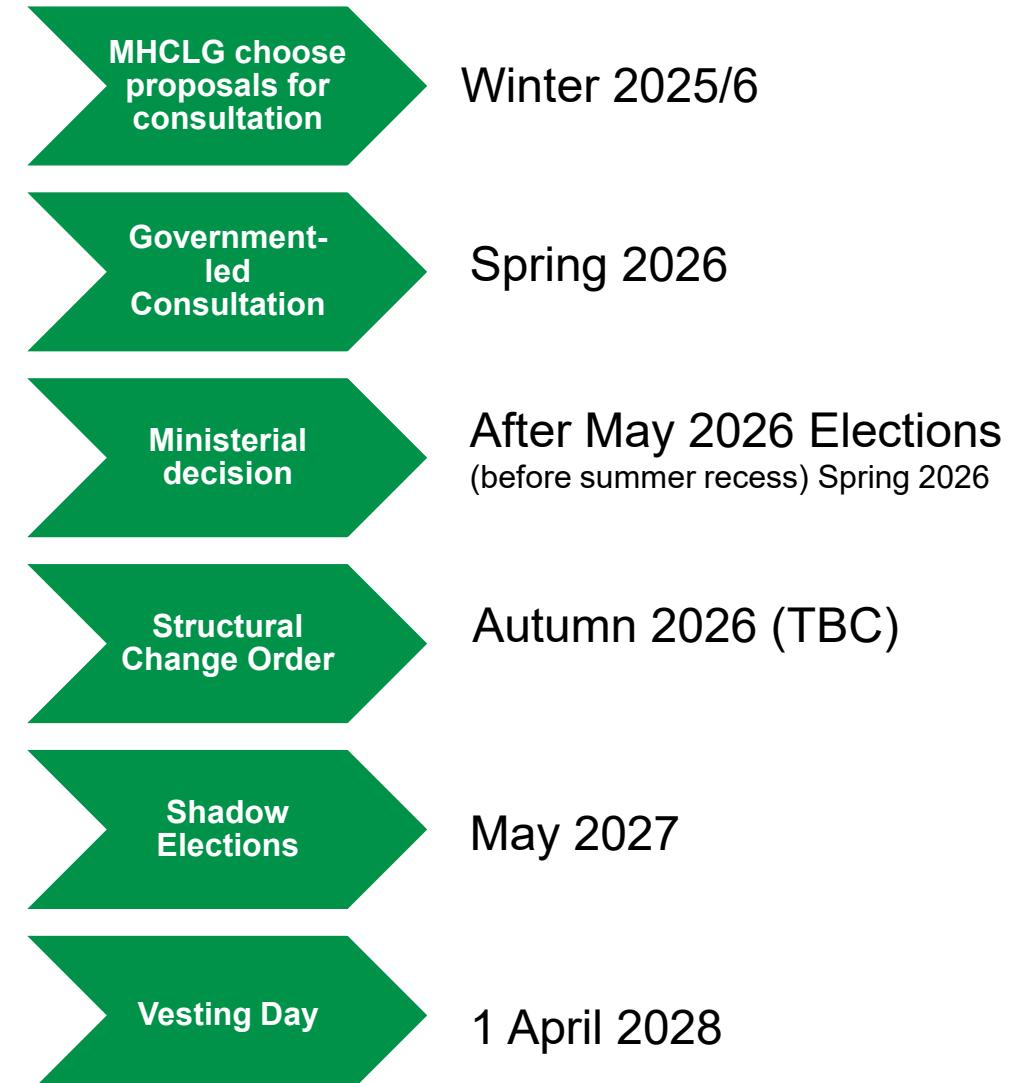
17 November – Council Agenda (Published)

18 November – Executive Agenda (Published)

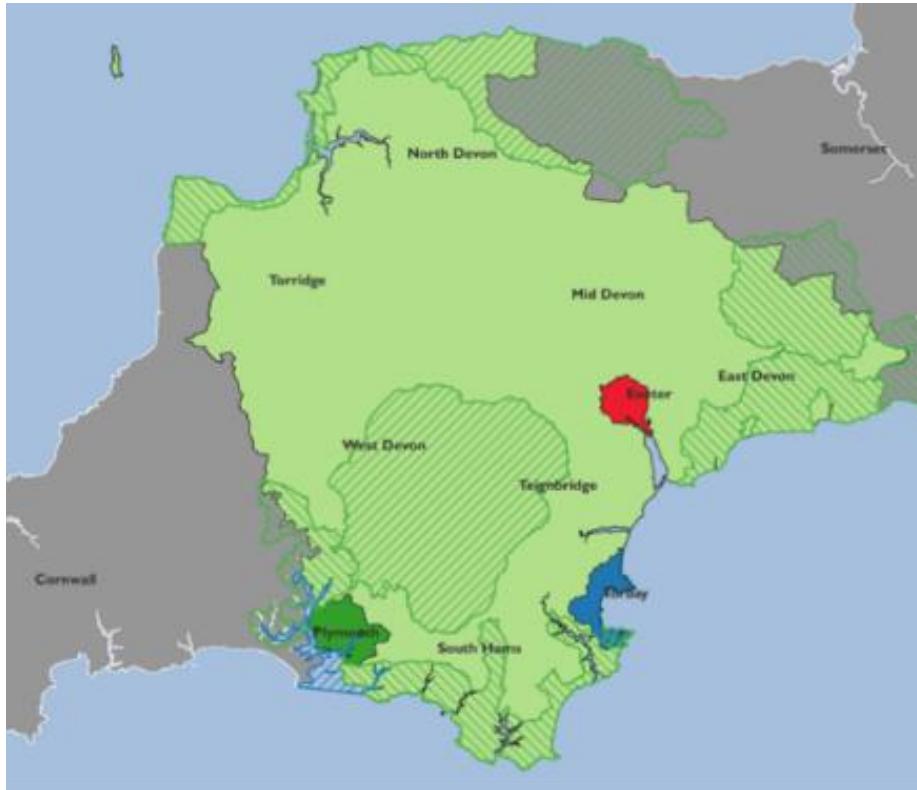
25 November – Extraordinary Council Meeting

26 November – Executive Meeting

**28 November – Final proposal submitted**



# Our Baseline Four Unitary Proposal



New Unitary Council for Exeter (Red)

Plymouth Unitary (Dark Green)

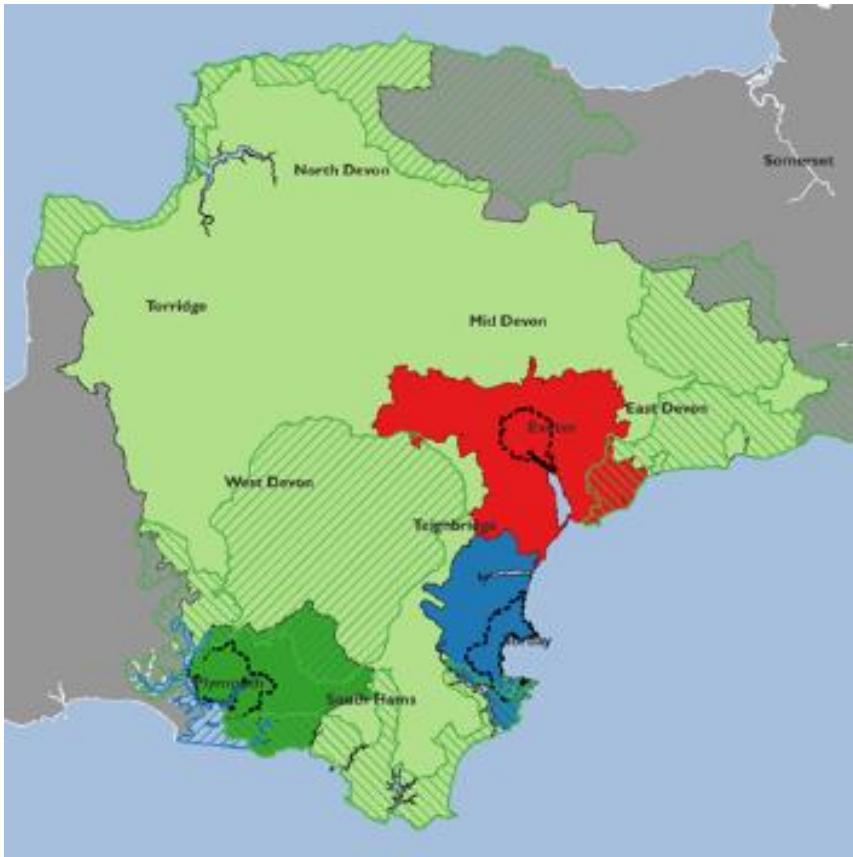
Torbay Unitary (Blue)

Devon Coast and Countryside Unitary (Light Green)

National Park and Areas of Outstanding Natural Beauty (Green hatch)

**Requirement under the Local Government & Public Involvement in Health Act 2007 to base a proposal on district council building blocks.**

# Our Modified Four Unitary Proposal



- New Unitary Council for Exeter and surrounding area (Red)
- Expanded Plymouth Unitary (Dark Green)
- Expanded Torbay Unitary (Blue)
- Devon Coast and Countryside Unitary (Light Green)
- National Park and Areas of Outstanding Natural Beauty (Green hatch)

**Modification of our Baseline Proposal, based on whole districts, in accordance with Section 2 of the Local Government and Local Involvement in Health Act 2007.**

# Rationale for modification

- Meets the Government's six criteria more effectively because it better aligns with the functional economic geographies of Devon
- provides a balanced single-tier of local government for Devon
- responds to the feedback from our extensive stakeholder engagement work
- better reflects how people live their lives
- embraces a highly valued sense of place and community cohesiveness.

# How our proposal delivers

- **Rooted in place and delivering** better outcomes – focussed on distinct places and able to better manage resources, attract investment and delivery value for money
- **Based on real places and economies** – functional geographies that support growth and accountability
- **Built on fair, sustainable finances** – based on a fair and balanced tax base to support financial resilience and aligned governance
- **Wrapped around communities** – giving them a real voice in decisions through local forums and stronger democratic representation
- **Protects our environment** – from our coasts to cities, towns and villages, to our countryside
- **Providing simpler, smarter, public services that work better for people** – reducing duplication and complexity, delivering better decision making and improved customer experiences
- **Practical, phased and ready to deliver** – ensuring a logical flow into effective new authorities, with shared strategic need and value placed on working together.

# How do we meet the criteria?

## Community Engagement & Neighbourhood Empowerment

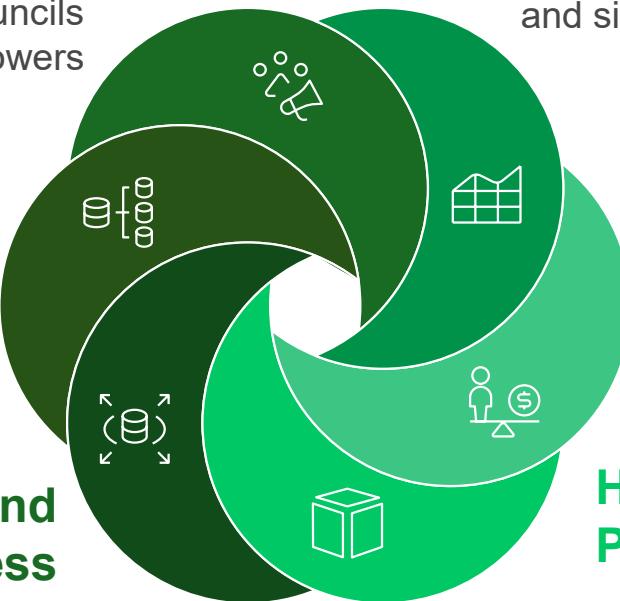
Proposes Local Area Neighbourhood Committees, strengthens relationships with Parish and Town Councils and unlocks potential for greater powers

## Supports Devolution

Aligns with devolution models to enable strategic coordination

## Collaboration and Responsiveness

Data sharing and joint efforts among councils, working closely with Plymouth and Torbay



## Single Tier of Local Government

Replaces 11 councils with 4 unitary authorities to remove duplication and simplify accountability

## Right Size and Financial Resilience

Better balance of populations: 233k–456k per authority, all four are financially sustainable with payback within 3 years

## High Quality & Sustainable Public Services

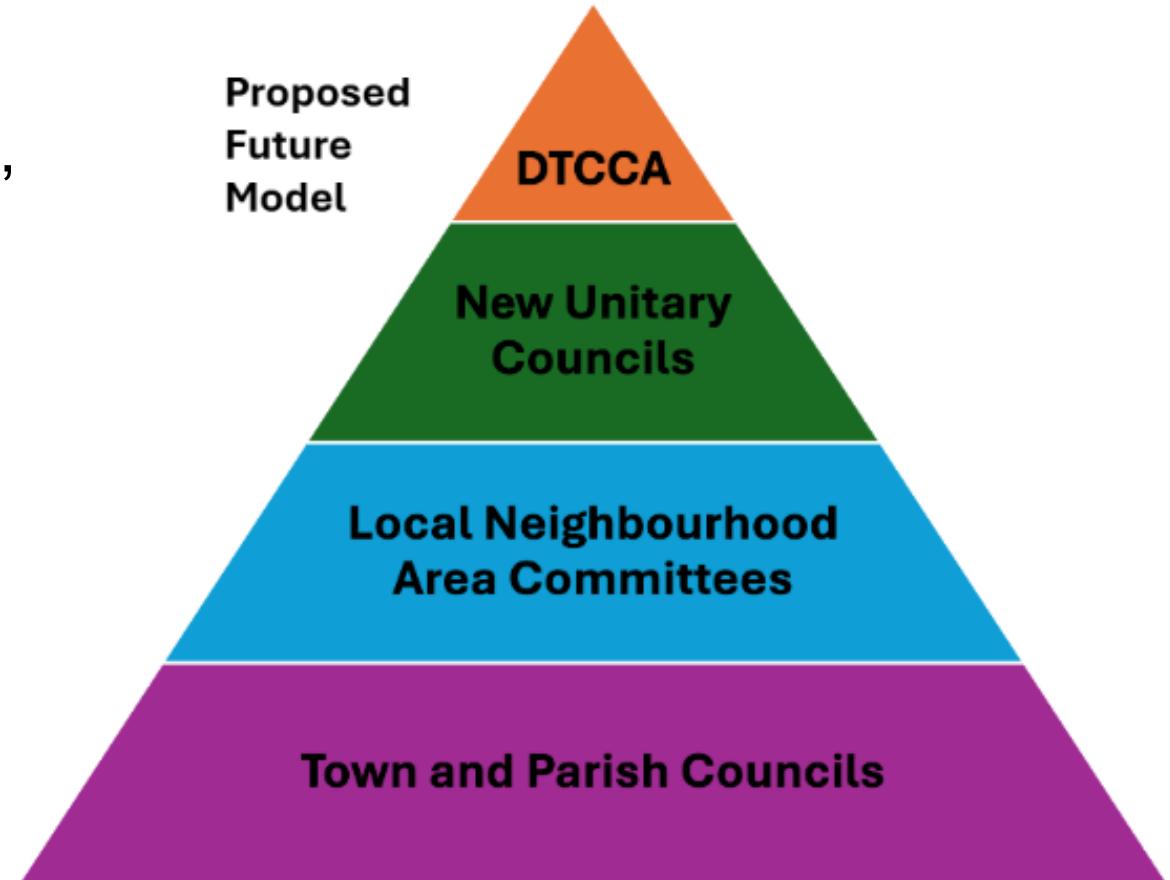
Tailors services to meet urban and rural needs, focusing on prevention. New models for Adults and Childrens Services

# How are Town and Parish Councils affected?

- This is not a merger or takeover – all 11 Councils in Devon will be replaced by a smaller number of unitary councils
- Town and Parish Councils are not changing and will continue to serve their communities as they have always done
- There is opportunity for the new unitaries to strengthen relationships with Town and Parish Councils and work together in new ways
- LGR and Devolution deals could unlock greater powers for Town and Parish Councils to have more influence over outcomes for residents.

# Neighbourhood Area Committees (NACs)

- In unparished areas, NACs will link communities with new unitary councils, tackling democratic deficit
- Where Town and Parish Councils exist, NACs will not replace or duplicate their work or remove assets/powers
- NACs will collaborate with Town and Parish Councils under new governance arrangements.



# Options appraisals

## Option One

Our (modified) proposal  
Four Unitary Councils



## Option Two

'New Devon'  
Three Unitary Councils



## Option Three

'1-4-5'

Three Unitary Councils



# Final proposal criteria

- Single tier of local government for the area
- Right size to achieve efficiencies, improve capacity & withstand financial shocks
- Prioritise the delivery of high quality & sustainable public services to citizens
- Councils in the area have sought to work together in coming to a view that meets local needs & is informed by local views.
- Must support devolution
- Enable stronger community to engagement & deliver genuine opportunity for neighbourhood.

# Summary of ECC final Proposal

- Legally compliant
- Meets Government's six criteria
- Aligns with ECC's six principles
- Reflects input from members and feedback from engagement
- Demonstrates how it can deliver for the whole of Devon.



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## Minutes of the Full Council meeting held on Tuesday, December 16, 2025 at 18:30 at Crediton Library, Belle Parade, Crediton

**Present:** Cllr Rachel Backhouse, Guy Cochran (part meeting), Jim Cairney, Joyce Harris, Paul Perriman, John Downes and Liz Brookes-Hocking (part meeting)

**Apologies:** Cllrs Steve Huxtable, Giles Fawssett, Vix Frisby and Natalia Letch

**In Attendance:** Cllr Luke Taylor and Stephen Walford (MDDC Leader and CEO)  
3 members of the public  
1 member of the press  
Tim Bland, Events and Town Centre Officer

**Minute Taker:** Rachel Avery, Town Clerk

## MINUTES

### 2025/338 WELCOME AND INTRODUCTIONS

In the absence of Cllrs Huxtable and Fawssett, the meeting commenced with Cllr Backhouse being nominated as Chair.

**Decision:** It was **resolved** to elect Cllr Backhouse as Chair of this meeting.

(Proposed by Cllr Harris)

Cllr Backhouse welcomed all in attendance and members of the council introduced themselves.

### 2025/339 MID DEVON DISTRICT COUNCIL LGR PRESENTATION

Cllr Backhouse extended a warm welcome to Cllr Taylor, Leader of Mid Devon District Council, and Stephen Walford, CEO of Mid Devon District Council, who were present to deliver a presentation on Local Government Reorganisation (LGR). Cllr Taylor began his presentation by providing background information about himself, his tenure, and experience in local government. He then outlined the journey and rationale behind the Local Government Reorganisation (LGR), which was initiated following the government's announcement of a White Paper on LGR. The primary goal is to merge the district and county councils into a single unitary authority to streamline bureaucracy and achieve significant cost savings.

Cllr Taylor highlighted the challenges posed by Devon's rural nature and the political diversity among its district councils. He explained the criteria set by the government, which included a population threshold of no more or less than 500,000 people for the new unitary authorities. He described the collaborative efforts among district councils to propose the best solutions, leading to the 4-5-1 proposal, which divides Devon into two unitary authorities: one encompassing East Devon, Exeter, Mid Devon, North Devon, and Torridge, and the other including South Hams, Teignbridge, Torbay, and West Devon.

*Cllr Cochran joined the meeting at 18.53*

The presentation emphasised the importance of maintaining local representation and the potential democratic deficit that could result from the reorganisation. He highlighted the importance of local services, such as waste collection, and the need for consistency across the new unitary authorities. He also addressed the financial implications, including the collective debt that the new authorities would inherit.

Stephen Walford added that the reorganisation aims to ensure continuity of services on the first day of the new unitary authorities, with a multi-year programme for convergence and policy decisions. He emphasised the government's deliberate policy of reallocating funds from rural areas to cities in the north and Midlands, which could strain the financial position of the new councils.

*Cllr Brookes-Hocking joined the meeting at 19.03*

Councillors raised concerns about the potential upheaval, the reduced settlement from the government, and the impact on local services. They also discussed the challenges of asset transfers and the need for effective communication to avoid frustrations. Both MDDC representatives reassured councillors that they would manage the process and ensure smooth communication.

A member of the public inquired about the funding and management of library services post-reorganisation. Cllr Taylor advised that while specifics are yet to be determined, services like libraries would likely continue under a unified management initially before any changes are decided by the new unitary authorities.

## 2025/340 PUBLIC QUESTION TIME

The following questions were raised:

- Why did the Town Clerk decide to incur costs for legal advice on document retention when free alternatives from NALC or the ICO are available?
- When will the retention of audio recordings begin, and what assurances can be given regarding their quality and accessibility for residents?
- Why was the order of agenda items arranged as it was, and how will fairness concerns be addressed regarding the paddling pool's funding so that it does not solely burden Crediton residents?

Cllr Backhouse confirmed that the order of the agenda will be amended accordingly, subject to member approval

What consultation process will take place following the decision on paddling pool expenditure?

- How effective is CTC's budget survey in capturing neutral views, and what steps are being taken to ensure balanced feedback?

## 2025/341 APOLOGIES

**Decision:** It was **resolved** to accept apologies from Cllrs Huxtable (illness), Fawssett (illness), Frisby (illness) and Letch (holiday). (Proposed by Cllr Cochran)

## 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**

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

**2025/342.2 TO CONSIDER ANY DISPENSATION REQUESTS (REQUESTS SHOULD BE MADE TO THE TOWN CLERK PRIOR TO THE MEETING)**

No dispensation requests were received prior to the meeting.

**2025/343 ORDER OF BUSINESS**

**Decision:** It was **resolved** to discuss the budgeting survey results (Agenda Item 351.1) before the paddling pool expenditure (Agenda Item 350), as the survey results would provide relevant context for the financial decisions regarding the paddling pool. (Proposed by Cllr Backhouse)

**2025/344 CHAIR'S AND CLERK'S ANNOUNCEMENTS**

No announcements were made by the Chair or the Town Clerk.

**2025/345 TOWN COUNCIL MINUTES**

It was **noted** that the minutes of the meeting held on Tuesday 02 December 2025 was deferred to the next meeting due to the need for amendments.

**2025/346 COUNTY AND DISTRICT COUNCILLOR REPORTS**

Councillor reports were provided in the agenda pack.

**2025/347 REPORTS FROM OUTSIDE BODIES**

It was suggested to defer detailed reports from outside bodies to the next meeting, given time constraints and the relatively low activity during this time of year.

**2025/348 FINANCE**

**2025/348.1 TO RECEIVE AND APPROVE TRANSACTIONS BETWEEN 01 NOVEMBER AND 30 NOVEMBER 2025**

A query was raised regarding the stall holders' payments for the Christmas event. The Town Clerk confirmed that all stall holders had paid prior to the event.

**Decision:** It was **resolved** to **approve** transactions between 01 November and 30 November 2025. (Proposed by Cllr Harris)

**2025/348.2 TO RECEIVE AND APPROVE THE BANK RECONCILIATION TO 30 NOVEMBER 2025**

A query was raised about the high telephone and broadband costs, which were attributed to the transition to a new system and the addition of a dedicated line for CCTV.

**Decision:** It was **resolved** to **approve** the bank reconciliation to 30 November 2025. (Proposed by Cllr Cochran)

**2025/348.3 TO NOTE BANK BALANCES TO 30 NOVEMBER 2025**

Decision: The bank balances as of 31 November 2025 were **noted**.

**2025/348.4 TO NOTE YEAR TO DATE SPEND**

Decision: The year-to-date spend was **noted**.

**2025/348.5 TO NOTE EARMARKED RESERVES BALANCES**

Decision: The Earmarked Reserves balances were **noted**.

**2025/349 GENERAL RESERVE SPENDING**

Decision: It was **resolved** to **approve** the recommendation to release funds from general reserves to terminate the broadband contract. (Proposed by Cllr Harris)

**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**

There was a detailed discussion about the breakdown of costs, which included salaries and other operational expenses. Members confirmed the revised total amount for the paddling pool running costs as £17,741.55, with the £12,000.00 contribution being agreed.

Decision: It was **resolved** to **ratify** the decision to pay £12,000.00 to Mid Devon District Council for the running costs of the paddling pool in this financial year (2025/26). (Proposed by Cllr Brookes-Hocking)

**2025/350.2 TO RECEIVE THE REPORT REGARDING THE FUTURE OF THE PADDLING POOL AND TO CONSIDER AND APPROVE THE RECOMMENDATIONS THEREIN**

The council received the report regarding the future of the paddling pool and discussed the recommendations. Key points included the need to upgrade the pump system and install a toilet facility, using approximately £150,000.00 from Section 106 money and contributions from CTC general reserves. It was noted that MDDC have expressed willingness to match fund the shortfall, amounting to a maximum contribution of £125,000.00.00 from each authority. It was acknowledged that those living outside of Crediton would not pay for this work, but would use the facility.

There was a debate on whether to conduct a broader survey beyond just the paddling pool, including various town services, possibly using the Kirton Quarterly to help with surveying on a large scale with minimal outlay and effort. It was **noted** that this would be discussed at a future meeting. Cllr Brookes-Hocking highlighted the importance of a paddling pool consultation as a matter of urgency, once further information is provided. Members deliberated on the importance of engaging with the public to gather their opinions and ensure their needs are met.

**Decision:** It was **resolved** to consider the maximum allocation from earmarked reserves (£125,000.00) based on firm costings and community consultation.  
(Proposed by Cllr Downes)

**2025/351 BUDGET 2026/27**

**2025/351.1 BUDGETING SURVEY RESULTS**

The council reviewed the budgeting survey results, noting the small pool of respondents and the need to enlarge the survey sample for more representative feedback. It was suggested that members should all feed into any questions posed if a survey is conducted in the next financial year. It was also suggested to conduct a broader survey, possibly delivering it to households to ensure higher participation.

**2025/351.2 BUDGET 2026/27**

There were discussions about specific budget items, including photocopying costs, CCTV expenses, and the Millennium Cross cleaning.

It was **noted** that a full review of the budget would take place at a meeting scheduled for Tuesday 13 January, ensuring thorough scrutiny before finalising the budget.

**2025/352 DOCUMENT RETENTION**

**Decision:** It was **resolved** to defer this item to a relevant meeting in January due to time constraints. (Proposed by Cllr Backhouse)

**2025/353 POLICY REVIEW**

**Decision:** It was **resolved** to defer this item to a relevant meeting in January due to time constraints. (Proposed by Cllr Backhouse)

**2025/354 STANDING ORDERS**

**Decision:** It was **resolved** to defer this item to a relevant meeting in January due to time constraints. (Proposed by Cllr Backhouse)

**2025/355 CCTV MONITORING TRANSFER TO EXETER CITY COUNCIL**

**Decision:** It was **resolved** to defer this item to a relevant meeting in January due to time constraints. (Proposed by Cllr Backhouse)

**2025/356 DATE OF NEXT MEETING**

The council noted that the date of the next meeting will be Tuesday, 06 January 2026.

The meeting was closed at 20.34.

**2025/357 REPORTS PACK**

Signed .....

Dated.....

## Application for a premises licence to be granted under the Licensing Act 2003

### Please read the following instructions first

Before completing this form please read the guidance notes at the end of the form. If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.

I ..... Crediton Rugby Football Club Commercial Limited  
*(Insert name(s) of applicant)*  
apply for a premises licence under section 17 of the Licensing Act 2003 for the  
premises described in Part 1 below (the premises) and I/we are making this  
application to you as the relevant licensing authority in accordance with section 12  
of the Licensing Act 2003

### Part 1 – Premises details

Postal address of premises or, if none, ordnance survey map reference or description			
<b>Crediton Rugby Club</b> Exhibition Road Crediton			
Post town		Postcode	EX17 1EP

Telephone number at premises (if any)	01363 779842
Non-domestic rateable value of premises	£ 9,200

### Part 2 - Applicant details

Please state whether you are applying for a premises licence as **Please tick as appropriate**

a)	an individual or individuals *			please complete section (A)
b)	a person other than an individual *			
	i	as a limited company/limited liability partnership	Y	please complete section (B)
	ii	as a partnership (other than limited liability)		please complete section (B)
	iii	as an unincorporated association or		please complete section (B)
	iv	other (for example a statutory corporation)		please complete section (B)

c)	a recognised club	please complete section (B)
d)	a charity	please complete section (B)
e)	the proprietor of an educational establishment	please complete section (B)
f)	a health service body	please complete section (B)
g)	a person who is registered under Part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales	please complete section (B)
ga)	a person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 (within the meaning of that Part) in an independent hospital in England	please complete section (B)
h)	the chief officer of police of a police force in England and Wales	please complete section (B)

\* If you are applying as a person described in (a) or (b) please confirm (by ticking yes to one box below):

- I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities; or
- I am making the application pursuant to a
  - statutory function or
  - a function discharged by virtue of Her Majesty's prerogative

**(A) individual applicants** (fill in as applicable)

Mr	Mrs	Miss	Ms	Other Title (for example, Rev)	
Surname			First names		
Date of birth		I am 18 years old or over		Please tick yes	
Nationality					
Current residential address if different from premises address					
Post town				Postcode	
Daytime contact telephone number					
E-mail address (optional)					
Where applicable (if demonstrating a right to work via the Home Office online right to work checking service), the 'share code' provided to the applicant by that service (please see note 15 for information)					

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**Second individual applicant (if applicable)**

Mr	Mrs	Miss	Ms	Other Title (for example, Rev)	
Surname			First names		
Date of birth or over		I am 18 years old		Please tick yes	
Nationality					
Current residential address if different from premises address					
Post town				Postcode	
Daytime contact telephone number					
E-mail address (optional)					
Where applicable (if demonstrating a right to work via the Home Office online right to work checking service), the 'share code' provided to the applicant by that service: (please see note 15 for information)					

**(B) Other applicants**

**Please provide name and registered address of applicant in full. Where appropriate please give any registered number. In the case of a partnership or other joint venture (other than a body corporate), please give the name and address of each party concerned.**

Name	Crediton Rugby Football Club Commercial Limited
Address	Crediton Rugby Club Exhibition Road Crediton EX17 1EP

Registered number (where applicable)
Registered number: 15132554
Description of applicant (for example, partnership, company, unincorporated association etc.)
Limited Company
Telephone number (if any)
E-mail address (optional)

### Part 3 Operating Schedule

When do you want the premises licence to start?

DD	MM	YYYY
01	01	2026

If you wish the licence to be valid only for a limited period, when do you want it to end?

DD	MM	YYYY

Please give a general description of the premises (please read guidance note 1)

The premises comprises a rugby clubhouse with bar servery, seating and lounge areas, function room, kitchen facilities, external terrace and associated pitch side spectator areas. The premises is operated as a community rugby club for members and their guests and for organised club events and adult rugby matches.

If 5,000 or more people are expected to attend the premises at any one time, please state the number expected to attend.

Not Applicable

What licensable activities do you intend to carry on from the premises?

(please see sections 1 and 14 and Schedules 1 and 2 to the Licensing Act 2003)

Provision of regulated entertainment (please read guidance note 2)		Please tick all that apply
a)	plays (if ticking yes, fill in box A)	Yes
b)	films (if ticking yes, fill in box B)	Yes
c)	indoor sporting events (if ticking yes, fill in box C)	Yes
d)	boxing or wrestling entertainment (if ticking yes, fill in box D)	Yes

e)	live music (if ticking yes, fill in box E)	Yes
f)	recorded music (if ticking yes, fill in box F)	Yes
g)	performances of dance (if ticking yes, fill in box G)	Yes
h)	anything of a similar description to that falling within (e), (f) or (g) (if ticking yes, fill in box H)	Yes

<b><u>Provision of late night refreshment</u></b> (if ticking yes, fill in box I)	No
<b><u>Supply of alcohol</u></b> (if ticking yes, fill in box J)	Yes

**In all cases complete boxes K, L and M**

A

<b>Plays</b> Standard days and timings (please read guidance note 7)			<b>Will the performance of a play take place indoors or outdoors or both – please tick</b> (please read guidance note 3)	
Day	Start	Finish	Indoors	
Mon	0900	00.00	Outdoors	
Tue	0900	00.00	Both	<input checked="" type="checkbox"/>
Wed	0900	00.00	<b>Please give further details here</b> (please read guidance note 4)	
Thur	0900	00.00	<b>State any seasonal variations for performing plays</b> (please read guidance note 5)	
Fri	0900	00.00	<b>Non standard timings. Where you intend to use the premises for the performance of plays at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
Sat	0900	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	
Sun	0900	00.00		

B

<b>Films</b> Standard days and timings (please read guidance note 7)			<b>Will the exhibition of films take place indoors or outdoors or both – please tick</b> (please read guidance note 3)	
Day	Start	Finish	Indoors	
Mon	0900	00.00	Outdoors	
Tue	0900	00.00	Both	✓
Wed	0900	00.00	<b>Please give further details here</b> (please read guidance note 4)	
Thur	0900	00.00	<b>State any seasonal variations for the exhibition of films</b> (please read guidance note 5)	
Fri	0900	00.00	<b>Non standard timings. Where you intend to use the premises for the exhibition of films at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
Sat	0900	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	
Sun	0900	00.00		

**C**

<b>Indoor sporting events</b> Standard days and timings (please read guidance note 7)			<b><u>Please give further details</u></b> (please read guidance note 4)
Day	Start	Finis h	
Mon	0900	00.00	
Tue	0900	00.00	<b><u>State any seasonal variations for indoor sporting events</u></b> (please read guidance note 5)
Wed	0900	00.00	
Thur	0900	00.00	<b><u>Non standard timings. Where you intend to use the premises for indoor sporting events at different times to those listed in the column on the left, please list</u></b> (please read guidance note 6)
Fri	0900	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.
Sat	0900	00.00	
Sun	0900	00.00	

## D

<b>Boxing or wrestling entertainments</b> Standard days and timings (please read guidance note 7)			<b>Will the boxing or wrestling entertainment take place indoors or outdoors or both – please tick</b> (please read guidance note 3)	
Day	Start	Finish	Indoors	
Mon	09:00	00.00	Outdoors	
Tue	09:00	00.00	Both	✓
Wed	09:00	00.00	<b>Please give further details here</b> (please read guidance note 4)	
Thur	09:00	00.00	<b>State any seasonal variations for boxing or wrestling entertainment</b> (please read guidance note 5)	
Fri	09:00	00.00	<b>Non standard timings. Where you intend to use the premises for boxing or wrestling entertainment at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
Sat	09:00	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	
Sun	09:00	00.00		

**E**

<b>Live music</b> Standard days and timings (please read guidance note 7)			<b>Will the performance of live music take place indoors or outdoors or both – please tick</b> (please read guidance note 3)	
Day	Start	Finish	Indoors	
Mon	0900	00.00	Outdoors	
Tue	0900	00.00	Both	<input checked="" type="checkbox"/>
Wed	0900	00.00	<b>Please give further details here</b> (please read guidance note 4)	
Thur	0900	00.00		
Fri	0900	00.00	<b>State any seasonal variations for the performance of live music</b> (please read guidance note 5)	
Sat	0900	00.00	<b>Non standard timings. Where you intend to use the premises for the performance of live music at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
Sun	0900	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	

F

<b>Recorded music</b> Standard days and timings (please read guidance note 7)			<b>Will the playing of recorded music take place indoors or outdoors or both – please tick</b> (please read guidance note 3)	
Day	Start	Finish	Indoors	
Mon	0900	00.00	Outdoors	
Tue	0900	00.00	Both	✓
Wed	0900	00.00	<b>Please give further details here</b> (please read guidance note 4)	
Thur	0900	00.00	<b>State any seasonal variations for the playing of recorded music</b> (please read guidance note 5)	
Fri	0900	00.00	<b>Non standard timings. Where you intend to use the premises for the playing of recorded music at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
Sat	0900	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	
Sun	0900	00.00		

**G**

<b>Performances of dance</b> Standard days and timings (please read guidance note 7)			<b>Will the performance of dance take place indoors or outdoors or both – please tick</b> (please read guidance note 3)	
Day	Start	Finish	Indoors	
Mon	09.00	00.00	Outdoors	
Tue	09.00	00.00	Both	<input checked="" type="checkbox"/>
Wed	09.00	00.00	<b>Please give further details here</b> (please read guidance note 4)	
Thur	09.00	00.00	<b>State any seasonal variations for the performance of dance</b> (please read guidance note 5)	
Fri	09.00	00.00	<b>Non standard timings. Where you intend to use the premises for the performance of dance at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
Sat	09.00	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	
Sun	09.00	00.00		

H

<b>Anything of a similar description to that falling within (e), (f) or (g)</b> Standard days and timings (please read guidance note 7)			Please give a description of the type of entertainment you will be providing	
Day	Start	Finish	<b>Will this entertainment take place indoors or outdoors or both – please tick</b> (please read guidance note 3)	
Mon	09.00	00.00	Indoors	
			Outdoors	
			Both	<input checked="" type="checkbox"/>
Tue	09.00	00.00	<b>Please give further details here</b> (please read guidance note 4)	
Wed	09.00	00.00		
Thur	09.00	00.00	<b>State any seasonal variations for entertainment of a similar description to that falling within (e), (f) or (g)</b> (please read guidance note 5)	
Fri	09.00	00.00		
Sat	09.00	00.00	<b>Non standard timings. Where you intend to use the premises for the entertainment of a similar description to that falling within (e), (f) or (g) at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
Sun	09.00	00.00	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	

<p><b>Late night refreshment</b>            Standard days and timings (please read guidance note 7)</p>			<p><b>Will the provision of late night refreshment take place indoors or outdoors or both – please tick (please read guidance note 3)</b></p>	
Day	Start	Finish	Indoors	
Mon			Outdoors	
Tue			Both	
Wed			<p><b>Please give further details here</b> (please read guidance note 4)</p> <p><b>State any seasonal variations for the provision of late night refreshment</b> (please read guidance note 5)</p>	
Thur				
Fri			<p><b>Non standard timings. Where you intend to use the premises for the provision of late night refreshment at different times, to those listed in the column on the left, please list</b> (please read guidance note 6)</p>	
Sat				
Sun				

J

<b>Supply of alcohol</b> Standard days and timings (please read guidance note 7)			<b>Will the supply of alcohol be for consumption – please tick</b> (please read guidance note 8)	
Day  Mon  Tue  Wed  Thur  Fri  Sat  Sun	Start  0900 00.00  0900 00.00  0900 00.00  0900 00.00  0900 00.00  0900 00.00  0900 00.00	Finish  00.00  00.00  00.00  00.00  00.00  00.00  00.00	On the premises <input checked="" type="checkbox"/>	
			Off the premises <input type="checkbox"/>	
			Both <input type="checkbox"/>	
			<b>State any seasonal variations for the supply of alcohol</b> (please read guidance note 5)	
			<b>Non standard timings. Where you intend to use the premises for the supply of alcohol at different times to those listed in the column on the left, please list</b> (please read guidance note 6)	
			New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.	

**State the name and details of the individual whom you wish to specify on the licence as designated premises supervisor (Please see declaration about the entitlement to work in the checklist at the end of the form):**

<b>Name</b> Christopher Baker	
<b>Date of birth</b> 01/02/1983	
<b>Address</b> Poole Farm Thorverton	
<b>Postcode</b> EX5 5PN	
<b>Personal licence number (if known)</b> MDV PE 1492 / 031 110	
<b>Issuing licensing authority (if known)</b> Mid Devon District Council	

**K**

**Please highlight any adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children (please read guidance note 9).**

There will be no adult entertainment or services, activities or entertainment of a sexual nature at the premises.

**L**

<b>Hours premises are open to the public</b> Standard days and timings (please read guidance note 7)			<b>State any seasonal variations</b> (please read guidance note 5)
Day	Start	Finis h	
Mon	0900	0030	
Tue	0900	0030	
Wed	0900	0030	
Thur	0900	0030	<b>Non standard timings. Where you intend the premises to be open to the public at different times from those listed in the column on the left, please list</b> (please read guidance note 6)
Fri	0900	0030	New Year's Eve from the end of permitted hours through to 01.00 on New Year's Day.
Sat	0900	0030	
Sun	0900	0030	

# M

Describe the steps you intend to take to promote the four licensing objectives:

**a) General – all four licensing objectives (b, c, d and e) (please read guidance note 10)**

The premises operates as a community rugby club for members and their guests. All licensable activities will be managed responsibly by the committee and the designated premises supervisor to ensure compliance with the Licensing Act 2003 and the promotion of the licensing objectives.

**b) The prevention of crime and disorder**

A Challenge 25 age verification policy will be operated. Staff and volunteers will receive appropriate training in the responsible sale of alcohol. An incident and refusals log will be maintained. CCTV is installed and maintained. Door supervisors will be used for larger or higher risk events where appropriate. The premises will cooperate fully with police and responsible authorities.

**c) Public safety**

The premises has a current fire risk assessment and clearly marked escape routes. Maximum occupancy levels will be observed. A significant number of trained first aiders are present during sporting and social events. First aid equipment and a defibrillator are available on site. Pitch side alcohol consumption is restricted to adult matches only and plastic containers will be used. Emergency access routes will be maintained at all times.

**d) The prevention of public nuisance**

Noise levels will be managed and monitored. Doors and windows will be kept closed during regulated entertainment where practicable. The use of external areas for alcohol consumption will be limited to organised club events and adult rugby matches. Alcohol sales will cease prior to the end of matches to support orderly dispersal. Patrons will be reminded to respect neighbouring properties when leaving the premises.

**e) The protection of children from harm**

The premises is a family orientated rugby club. Alcohol is not permitted pitch side during junior or youth matches. Safeguarding policies operate in accordance with RFU guidance. Children are permitted on the premises when accompanied and supervised. The Challenge 25 policy applies at all times.

**Checklist:**

**Please tick to indicate agreement**

• I have made or enclosed payment of the fee.	<input checked="" type="checkbox"/>
• I have enclosed the plan of the premises.	<input checked="" type="checkbox"/>
• I have sent copies of this application and the plan to responsible authorities and others where applicable.	<input checked="" type="checkbox"/>
• I have enclosed the consent form completed by the individual I wish to be designated premises supervisor, if applicable.	<input checked="" type="checkbox"/>
• I understand that I must now advertise my application.	<input checked="" type="checkbox"/>
• I understand that if I do not comply with the above requirements my application will be rejected.	<input checked="" type="checkbox"/>
• [Applicable to all individual applicants, including those in a partnership which is not a limited liability partnership, but not companies or limited liability partnerships] I have included documents demonstrating my entitlement to work in the United Kingdom or my share code issued by the Home Office online right to work checking service (please read note 15).	<input checked="" type="checkbox"/>

It is an offence, under Section 158 of the Licensing Act 2003, to make a false statement in or in connection with this application. Those who make a false statement may be liable on summary conviction to a fine of any amount.

It is an offence under Section 24b of the Immigration Act 1971 for a person to work when they know, or have reasonable cause to believe, that they are disqualified from doing so by reason of their immigration status. Those who employ an adult without leave or who is subject to conditions as to employment will be liable to a civil penalty under section 15 of the Immigration, Asylum and Nationality Act 2006 and pursuant to Section 21 of the same act, will be committing an offence where they do so in the knowledge, or with reasonable cause to believe, that the employee is disqualified.

**Part 4 – Signatures (please read guidance note 11)**

**Signature of applicant or applicant's solicitor or other duly authorised agent (see guidance note 12). If signing on behalf of the applicant, please state in what capacity.**

<b>Declaration</b>	<ul style="list-style-type: none"> <li>[Applicable to individual applicants only, including those in a partnership which is not a limited liability partnership] I understand I am not entitled to be issued with a licence if I do not have the entitlement to live and work in the UK (or if I am subject to a condition preventing me from doing work relating to the carrying on of a licensable activity) and that my licence will become invalid if I cease to be entitled to live and work in</li> </ul>
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	the UK (please read guidance note 15). <ul style="list-style-type: none"> <li>• The DPS named in this application form is entitled to work in the UK (and is not subject to conditions preventing him or her from doing work relating to a licensable activity) and I have seen a copy of his or her proof of entitlement to work, or have conducted an online right to work check using the Home Office online right to work checking service which confirmed their right to work in the UK.</li> </ul>
Signature	
Date	18/12/25
Capacity	Ricardo Cunha Chairman

**For joint applications, signature of 2<sup>nd</sup> applicant or 2<sup>nd</sup> applicant's solicitor or other authorised agent (please read guidance note 13). If signing on behalf of the applicant, please state in what capacity.**

Signature	
Date	
Capacity	

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 14)

Post town		Postcode	
Telephone number (if any)			
If you would prefer us to correspond with you by e-mail, your e-mail address (optional)			

## Consent of individual to being specified as premises supervisor

Charlotte Bauer  
[full name of prospective premises supervisor]

of Poole Farm  
Thornton  
Exs SPN

*[home address of prospective premises supervisor]*

hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the application for

A PREMISES LICENSE  
[type of application]  
by CREDITON RUGBY FOOTBALL CLUB COMMERCIAL LIMITED  
[name of applicant]

relating to a premises licence \_\_\_\_\_  
[number of existing licence, if any]

for

CREDITCH RUGBY FOOTBALL CLUB  
EXHIBITION ROAD  
CREDITCH  
EX17 1EP

[name and address of premises to which the application relates]

and any premises licence to be granted or varied in respect of this application made by

*[name of applicant]*

concerning the supply of alcohol at

CREDITON EXETER FOOTBALL CLUB  
EXHIBITION ROAD  
CREDITON  
EX17 1EP

*[name and address of premises to which application relates]*

I also confirm that I am entitled to work in the United Kingdom and am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

Personal licence number

MDV PE 1492 / 031 110

*[Insert personal licence number, if any]*

Personal licence issuing authority

*[Insert name and address and telephone number of personal licence issuing authority, if any]*

Signed

A large black rectangular box used to redact a signature.

Name (please print)

CHRIS BAKER

Date

18/12/25

## Notes for Guidance

1. Describe the premises, for example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. Where your application includes off-supplies of alcohol and you intend to provide a place for consumption of these off-supplies, you must include a description of where the place will be and its proximity to the premises.
2. In terms of specific regulated entertainments please note that:
  - Plays: no licence is required for performances between 08:00 and 23.00 on any day, provided that the audience does not exceed 500.
  - Films: no licence is required for 'not-for-profit' film exhibition held in community premises between 08.00 and 23.00 on any day provided that the audience does not exceed 500 and the organiser (a) gets consent to the screening from a person who is responsible for the premises; and (b) ensures that each such screening abides by age classification ratings.
  - Indoor sporting events: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000.
  - Boxing or Wrestling Entertainment: no licence is required for a contest, exhibition or display of Greco-Roman wrestling, or freestyle wrestling between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000. Combined fighting sports – defined as a contest, exhibition or display which combines boxing or wrestling with one or more martial arts – are licensable as a boxing or wrestling entertainment rather than an indoor sporting event.
  - Live music: no licence permission is required for:
    - a performance of unamplified live music between 08.00 and 23.00 on any day, on any premises.
    - a performance of amplified live music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
    - a performance of amplified live music between 08.00 and 23.00 on any day, in a workplace that is not licensed to sell alcohol on those premises, provided that the audience does not exceed 500.
    - a performance of amplified live music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
    - a performance of amplified live music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school or (iii) the health care provider for the hospital.
  - Recorded Music: no licence permission is required for:

- any playing of recorded music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
- any playing of recorded music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
- any playing of recorded music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school proprietor or (iii) the health care provider for the hospital.
- Dance: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500. However, a performance which amounts to adult entertainment remains licensable.
- Cross activity exemptions: no licence is required between 08.00 and 23.00 on any day, with no limit on audience size for:
  - any entertainment taking place on the premises of the local authority where the entertainment is provided by or on behalf of the local authority;
  - any entertainment taking place on the hospital premises of the health care provider where the entertainment is provided by or on behalf of the health care provider;
  - any entertainment taking place on the premises of the school where the entertainment is provided by or on behalf of the school proprietor; and
  - any entertainment (excluding films and a boxing or wrestling entertainment) taking place at a travelling circus, provided that (a) it takes place within a moveable structure that accommodates the audience, and (b) that the travelling circus has not been located on the same site for more than 28 consecutive days.

3. Where taking place in a building or other structure please tick as appropriate (indoors may include a tent).
4. For example the type of activity to be authorised, if not already stated, and give relevant further details, for example (but not exclusively) whether or not music will be amplified or unamplified.
5. For example (but not exclusively), where the activity will occur on additional days during the summer months.
6. For example (but not exclusively), where you wish the activity to go on longer on a particular day e.g. Christmas Eve.
7. Please give timings in 24 hour clock (e.g. 16.00) and only give details for the days of the week when you intend the premises to be used for the activity.
8. If you wish people to be able to consume alcohol on the premises, please tick 'on the premises'. If you wish people to be able to purchase alcohol to consume away from the premises, please tick 'off the premises'. If you wish people to be able to do both, please tick 'both'.

9. Please give information about anything intended to occur at the premises or ancillary to the use of the premises which may give rise to concern in respect of children, regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups or the presence of gaming machines.
10. Please list here steps you will take to promote all four licensing objectives together.
11. The application form must be signed.
12. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
13. Where there is more than one applicant, each of the applicants or their respective agent must sign the application form.
14. This is the address which we shall use to correspond with you about this application.
15. Entitlement to work/immigration status for individual applicants and applications from partnerships which are not limited liability partnerships:
  - A licence may not be issued to an individual or an individual in a partnership which is not a limited liability partnership who is resident in the UK who:
    - does not have the right to live and work in the UK; or
    - is subject to a condition preventing him or her from doing work relating to the carrying on of a licensable activity.

Any licence issued in respect of an application made on or after 6 April 2017 will become invalid if the holder ceases to be entitled to work in the UK.

Applicants must demonstrate that they have the right to work in the UK and are not subject to a condition preventing them from doing work relating to the carrying on of a licensable activity.

They do this in one of two ways:

- 1) by providing with this application, copies or scanned copies of the documents which an applicant has provided, to demonstrate their entitlement to work in the UK (which do not need to be certified) as per information published on gov.uk and in guidance.
- 2) by providing their 'share code' to enable the licensing authority to carry out a check using the Home Office online right to work checking service (see below).

#### **Home Office online right to work checking service.**

As an alternative to providing a copy of original documents, applicants may demonstrate their right to work by allowing the licensing authority to carry out a check with the Home Office online right to work checking service.

To demonstrate their right to work via the Home Office online right to work checking service, applicants should include in this application their share code (provided to them upon accessing the service at <https://www.gov.uk/prove-right-to-work>) which, along with the applicant's date of birth, will allow the licensing authority to carry out the check.

In order to establish the applicant's right to work, the check will need to indicate that the applicant is allowed to work in the United Kingdom and is not

subject to a condition preventing them from doing work relating to the carrying on of a licensable activity.

An online check will not be possible in all circumstances because not all applicants will have an immigration status that can be shared digitally. The Home Office online right to work checking service sets out what information and/or documentation applicants will need in order to access the service. Applicants who are unable to obtain a share code from the service should submit copies of documents as set out above.

Your right to work will be checked as part of your licensing application and this could involve us checking your immigration status with the Home Office. We may otherwise share information with the Home Office. Your licence application will not be determined until you have complied with this guidance.

**Consent of individual to being specified as premises supervisor**

I Christopher Baker  
[full name of prospective premises supervisor]

of Poole Farm  
THORVERTON  
EX5 5PN

[home address of prospective premises supervisor]

hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the application for

A Premises Licence  
[type of application]

by CREDITON RUGBY FOOTBALL CLUB COMMERCIAL LIMITED  
[name of applicant]

relating to a premises licence .....  
[number of existing licence, if any]

for

CREDITON RUGBY FOOTBALL CLUB  
EXHIBITION ROAD  
CREDITON  
EX17 1EP

[name and address of premises to which the application relates]

and any premises licence to be granted or varied in respect of this application made by

[name of applicant]

concerning the supply of alcohol at

CREDITON EXETER FOOTBALL CLUB  
EXHIBITION ROAD  
CREDITON  
EX17 1EP

[name and address of premises to which application relates]

I also confirm that I am entitled to work in the United Kingdom and am applying for, intend to apply for or currently hold a personal licence, details of which I set out below.

Personal licence number

MDV PE 1492 / 031 110

[insert personal licence number, if any]

Personal licence issuing authority

[insert name and address and telephone number of personal licence issuing authority, if any]

Signed

A large black rectangular box used to redact a signature.

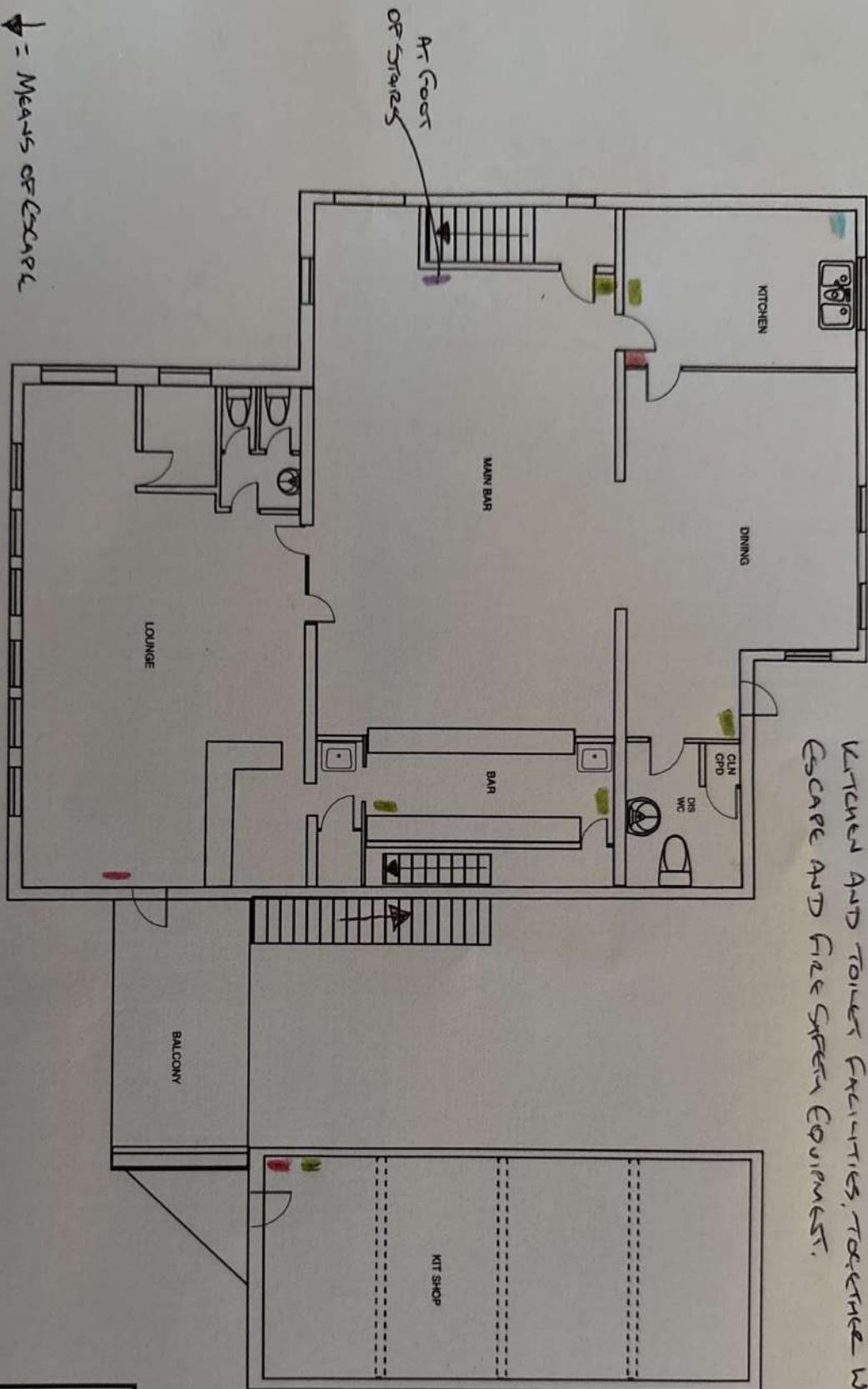
Name (please print)

Chris Baker

Date

18/2/25

THIS PLAN SHOWS THE LOCATION OF FIXED STRENGERS INCLUDING WALLS, PRETICES, STAIRCASES, BAG SEATEN, KITCHEN AND TOILET FACILITIES, TOGETHER WITH MEANS OF ESCAPE AND FIRE SAFETY EQUIPMENT.



THIS PLAN SHOWS THE LOCATION OF FIRE SAFETY EQUIPMENT AND MEANS OF ESCAPE FOR THE PURPOSES OF THE LICENSING ACT 2003



CREDITON RFC
FIRST FLOOR PLAN
NOT TO SCALE



# CREDITON TOWN COUNCIL

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## **[CUT!] Report** **(for noting only)**

**Report by:** Deputy Clerk  
**To:** Full Council  
**Date:** For consideration on 6 January 2026

On Saturday 10 January, CUT will be at George Hill from 10.00 – 12.00. Do come along and join us. New equipment has been purchased as well as more sacks for the weeds!

It has also been great to see many residents taking care to keep their streets tidy, including residents on Exeter Road.



Page 1

## Minutes of the Grants Committee meeting held on Thursday, December 11, 2025 at 13:00 in Manor Office, 6 North Street, Crediton

**Present:** Cllrs Liz Brookes-Hocking, Joyce Harris and Vix Frisby

**Apologies:** Cllr Steve Huxtable (unwell) Cllr John Downes (personal)

**In Attendance:** Jamie Parker from Bang Bang Boxing Club

**Minute Taker:** Emily Armitage

### MINUTES

#### 1 ELECTION OF CHAIR

The meeting commenced with the election of the Chair for the year 2025-2026. Councillor Brookes-Hocking was proposed for the position, and the proposal was seconded and agreed upon by all present members.

**Decision:** Councillor Liz Brookes-Hocking was elected as Chair for the year 2025-2026.  
(Proposed by Cllr Harris)

#### 2 ELECTION OF DEPUTY CHAIR

Following the election of the Chair, the committee proceeded to elect the Deputy Chair for the year 2025-2026. Councillor Downes was proposed for the position, and the proposal was seconded and approved by the committee. Councillor Downes, known for his involvement in community organisations, was accepted as Deputy Chair.

**Decision:** Councillor John Downes was elected as Deputy Chair for the year 2025-2026.  
(Proposed by Cllr Brookes-Hocking)

#### 3 WELCOME AND INTRODUCTION

Councillor Brookes-Hocking, the newly elected Chair, welcomed everyone to the meeting of the Grants Committee of Crediton Town Council. Each member introduced themselves.

#### 4 PUBLIC QUESTION TIME

During Public Question Time, a member of the public present was invited to ask questions relevant to the work of the council. No questions were raised, and the committee moved on to the next agenda item.

## 5 APOLOGIES

The committee received and accepted apologies from Councillor Downes, due to personal reasons, and Councillor Huxtable, who is unwell. The apologies were formally accepted by the committee. (Proposed by Cllr Harris)

## 6 DECLARATIONS OF INTEREST AND REQUESTS FOR DISPENSATIONS

### 6.1 TO RECEIVE DECLARATIONS OF PERSONAL INTEREST AND DISCLOSABLE PECUNIARY INTERESTS (DPI'S) IN RESPECT OF ITEMS ON THIS AGENDA

Councillor Brookes-Hocking declared a personal interest in Crediton Arts Centre, of which she is a member. No other declarations of personal interest or disclosable pecuniary interests were made by the members.

### 6.2 TO CONSIDER ANY DISPENSATION REQUESTS (REQUESTS SHOULD BE MADE TO THE TOWN CLERK PRIOR TO THE MEETING)

No requests for dispensations were made.

## 7 ORDER OF BUSINESS

The committee agreed to maintain the order of business as outlined in the agenda. No adjustments were deemed necessary to accommodate visiting members of the public.

## 8 CHAIR'S AND CLERK'S ANNOUNCEMENTS

There were no announcements.

## 9 GRANTS COMMITTEE MINUTES

The minutes of the meeting held on 28 January 2025 were reviewed and approved as a correct record by the committee. The proposal to approve the minutes was seconded and agreed upon.

**Decision:** The minutes of the meeting held on 28 January 2025 were approved as a correct record. (Proposed by Cllr Harris)

## 10 2025-2026 BUDGET

The committee noted the remaining funds from the 2025-2026 budget, totalling £6,211. This information was acknowledged without further discussion.

## 11 SIGNIFICANT SEAMS 2025-26

The committee considered the application from Significant Seams for £3,000. The application included projects such as the Eco Crafting event, mental health volunteering, and the development of the Creativity Acre. Despite some events already having taken place, the committee agreed to fund the projects, recognising the application was

submitted before the events occurred. The committee decided to check if the October half-term event had taken place before finalising the funding. The proposal to fund the application was agreed upon, without setting a precedent for future applications.

**Decision:** The committee agreed to fund the projects proposed by Significant Seams, recognising the application was submitted before the events occurred.

**Task:** Check if the October half-term event by Significant Seams had taken place before finalising the funding. *@Liz Brookes-Hocking*

## 12 2026-2027 APPLICATIONS

The committee received and noted the list of grant applications for 2026-2027.

The applications included various groups and organisations.

### 12.1 SMALL GRANTS (UP TO £700)

The small grant applications, currently totalling £5,000, will be considered alongside the smaller grants protocol as detailed in the Grants Policy. These applications will be added to the agenda to note at the next meeting. (Requested by Cllr Brookes-Hocking)

### 12.2 LARGE GRANTS (UP TO £3,000)

The committee reviewed part of the list of large grant applications for 2026-2027 from various groups and organisations. The following applications were considered and approved:

- Crediton Arts Centre: £1,000 for general running costs.
- Crediton Youth Theatre: £1,000 for summer performances and workshops.
- Crediton & District Swimming Club: £1,500 for development of their swimming programme and equipment.
- Crediton Area History and Museum Society: £1,500 for new exhibitions.
- Crediton Town Band: £1,500 for new instruments and encouraging new players.
- Journey Counselling Service: £1,500 for subsidising counselling services.
- CODS: £2,000 for operatic and dramatic productions.
- Crediton Heart Project: £2,000 for cultural activities and events.
- QE School: £2,200 for developing open space areas and rewilding projects.
- Involve Voluntary Action in Mid Devon: £2,550 for coordinating community projects.
- Sustainable Crediton including Crediton Food Larder: £2,915 for various community projects and reducing food wastage.
- Churches Housing Action Team (CHAT): £3,000 for outreach and housing support.
- The Turning Tides Project: £3,000 for their cycling and employment skills projects.
- Bang Bang Boxing Club: £3,000 for organising a boxing event at the leisure centre, promoting the Council's support.

The application from Pippins Pre-School and Nursery for £1,250 for iPads for staff assessments was deemed outside the criteria and not approved.

**Decision:** The committee decided to approve the grant applications for 2026-2027 from various groups and organisations, totalling £29,915, with the exception of Pippins Pre-

School and Nursery's application for £1,250, which was deemed outside the criteria and not approved. Total approved: **£28,665**, to be ratified by Full Council at a future meeting.

### **13 DATE OF NEXT MEETING**

The committee agreed to hold the next meeting on Tuesday 6 January 2026 at 13.00 to discuss the remaining applications for 2026-2027. This date was chosen to ensure adequate time for reviewing applications before further budget meetings.

**Decision:** The committee decided to hold the next meeting on 6 January 2026 at 13.00 to discuss the remaining applications for 2026-2027.

The meeting was closed at 13.38.

### **14 REPORTS PACK**

Signed .....

Dated.....

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 Ttown 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 1<sup>st</sup> day of January 2026

2.4 'Expiry Date' means the 31<sup>st</sup> 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 Ttown Council (provided that if Exeter City Council desires to change premises, then Crediton Ttown 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 ~~T~~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 ~~T~~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 ~~T~~town Council or Crediton ~~T~~town Council's title to it or assist or allow others to do so

## 4.5 Indemnity

To indemnify and keep indemnified Crediton ~~T~~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 ~~T~~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

Ttown 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 Ttown Council's obligations

- 5.1 In consideration of the Services to be rendered by Exeter City Council under this Agreement Crediton Ttown 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 Ttown 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 Ttown Council including:

- 5.3.1 any act, neglect or default of Crediton Ttown 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 CCTV Monitoring Agreement Crediton Ttown Council and Exeter City Council

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 **Ttown 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 **Ttown 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 **Ttown Council** for loss or damage to the System or property of Crediton **Ttown 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 **Ttown** 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 ~~T~~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 ~~T~~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 hereof it shall serve written notice on the Town Clerk at Crediton ~~T~~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 ~~T~~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 ~~T~~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](mailto:Dennis.Cavanagh@Exeter.Gov.uk) / [Victoria.Hatfield@Exeter.Gov.uk](mailto:Victoria.Hatfield@Exeter.Gov.uk)

Crediton ~~T~~town Council: [R.Avery@Crediton.gov.uk](mailto:R.Avery@Crediton.gov.uk) / [Townclerk@Crediton.Gov.uk](mailto:Townclerk@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 ~~T~~town Council offices are the property of Crediton ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~town Council to connect additional cameras to the Equipment
- 1.8 Crediton ~~T~~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 ~~T~~town Council's request)

## 2 Erection of Cameras and other matters

- 2.1 Crediton ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 ~~T~~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 is 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



## 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.

<b>Category</b>	<b>Limitation Period</b>
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
<u>Audio records of meetings</u>	<u>Indefinite, or until no means to review such data which will be reviewed at the relevant time</u>	<u>Archive</u>
<u>Live-streamed records of meetings</u>	<u>*TBC by Full Council*</u>	<u>Archive</u>
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
<b>For Halls, Centres, Recreation Grounds</b>		
<ul style="list-style-type: none"> <li>Letting diaries</li> <li>Application to hire</li> <li>Copies of bills to hirers</li> <li>Record of tickets issued</li> </ul>	6 years	VAT
<b>For Allotments</b>		
• Register and plans	Indefinite	Audit, Management
<b>For CCTV</b>		
<b>Review requests</b>	3 years	Data Protection
<b>Stills/photographs/digital prints</b>	31 days	Data Protection
<b>Procedures Manuals</b>	For as long as valid upon regular review	Management



## 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.*





## 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, Crediton 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 Crediton 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 Council Affairs and Finance](#) 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 Council Affairs and Finance](#) 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 sustainment 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 Council Affairs and Finance](#) 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 ~~HR Administration & Personnel~~ Committee.

### 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 Council Affairs and Finance~~ 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 Council Affairs and Finance~~ Committee.

## **Grievance hearing**

The ~~HR Council Affairs and Finance Committee~~ 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 Council Affairs and Finance~~ Committee shall confirm its decision on the grievance in writing to you.

Please note, if the ~~HR Council Affairs and Finance~~ 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 ~~Council Affairs and Finance~~~~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 Council Affairs and Finance~~ 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 ~~HR Council Affairs and Finance~~ Committee and two other committee members.



## TRAINING AND DEVELOPMENT POLICY

### INTRODUCTION

Crediton 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 Crediton.

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~~ ~~value to the both 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 ~~County~~ 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.

~~Adopted: TBC~~

Reviewed on ~~11 July 2023~~, minute no. ~~43~~. Next Review Date: ~~July 2024~~

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 Council Affairs and Finance=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 Council Affairs and Finance-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 HR Council Affairs and Finance-Committee.



## Dignity at Work Policy

Crediton 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.

## Harassment

- Where a person is subject to uninvited conduct that violates their dignity, in connection with a protected characteristic
- Behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic

## Bullying

- Behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable or otherwise upset. It does not need to be connected to a protected characteristic.

### 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
- 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 adaptions 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 persons 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.
- **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

Crediton 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 public<sup>1</sup>.

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.

<sup>1</sup> 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 Crediton 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](#) [Acceptable Behaviour Protocol](#) 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 [Acceptable Behaviour Protocol](#) [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 employee professional body in the local government sector (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**

Crediton 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 Council Affairs & Finance~~ 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 [HR Council Affairs & Finance Committee](#).

#### 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 [HR Council Affairs & Finance Committee](#) 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.



## Statement on Biodiversity

~~Crediton Town Council (CTC) has recently held its first Climate Change and Sustainability Committee ("CCSC") under an approved Terms of Reference, which replaced the former sub committee of the same name, which was suspended in March 2020 as a result of the Covid 19 epidemic.~~

~~The Statement on Biodiversity remains largely unchanged, but it is anticipated to evolve over coming months as the CCSC determine their role and how best to deliver against the Terms of Reference.~~

### Background

Section 40 of the Natural Environment and Rural Communities Act 2006 placed a duty on Local Authorities to consider biodiversity as part of its policy and decision making.

Conserving biodiversity can include restoring or enhancing a population or habitat. It is the responsibility of the Council to have due regard to this when exercising its various duties and responsibilities.

### Statement

CTC is committed to doing all it can to enhance and protect biodiversity in Crediton.

To achieve this, it closely monitors and reviews the work it carries out to ensure it meets its obligations, this includes:

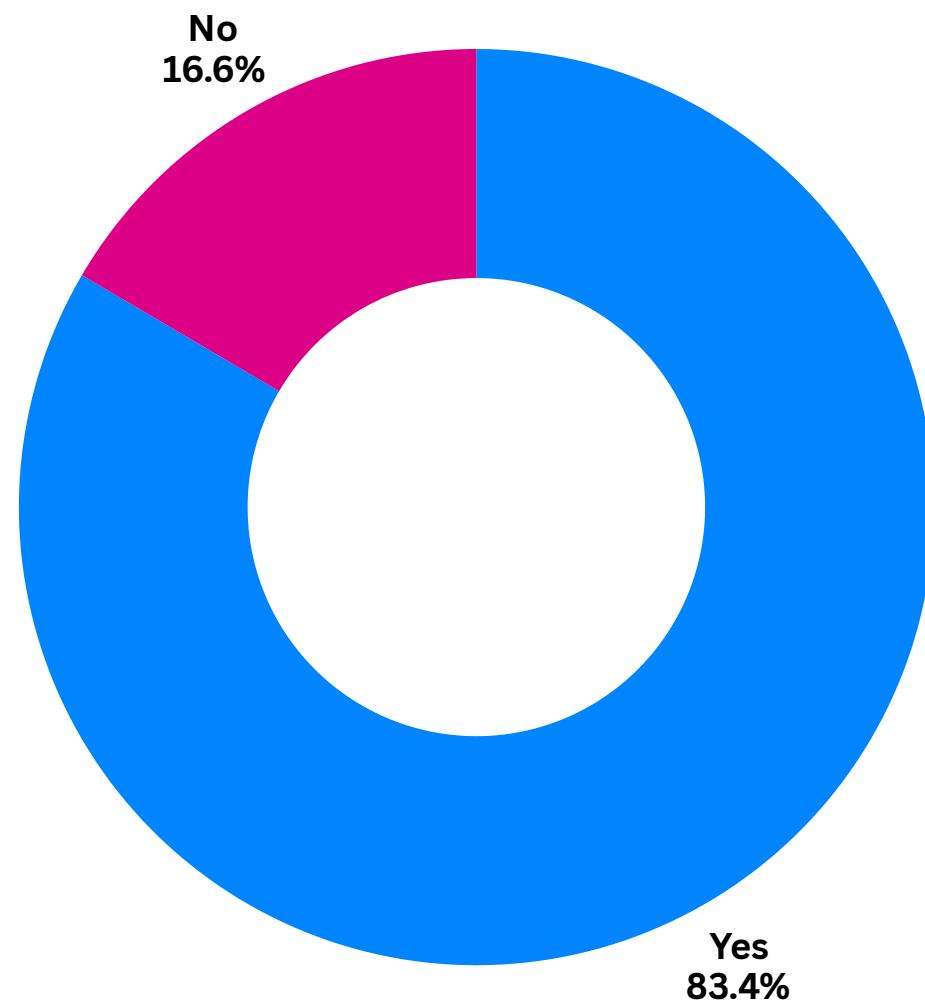
- Ensuring the Council considers biodiversity in exercising all of its statutory regulatory functions. Examples of this are:
  - When considering planning applications
  - The development of a Neighbourhood Plan, which will include policies for the protection, conservation and enhancement of biodiversity
  - When considering new projects and initiatives
  - When reviewing maintenance contracts of council owned land.
- Improving the management for biodiversity of land and buildings owned by the Council, such as:
  - Management plans that maintain and enhance biodiversity including retaining mature trees and replacing any which have to be removed using species indigenous to the area
  - Increasing Implementing new grass cutting regimes heights to encourage insects and wildlife. For example, during 2025, one third of the grassed area in Peoples Park remained uncut to encourage wildlife.
  - Looking into ways to reducing the use of herbicides Limiting or prohibiting the use of herbicides in grounds maintenance contracts.
  - Creation of new areas of habitat such as the creation of the Peoples Park wildlife area and a more recent proposal to turn an unused play area into a community orchard.
  - Community tree planting initiatives.



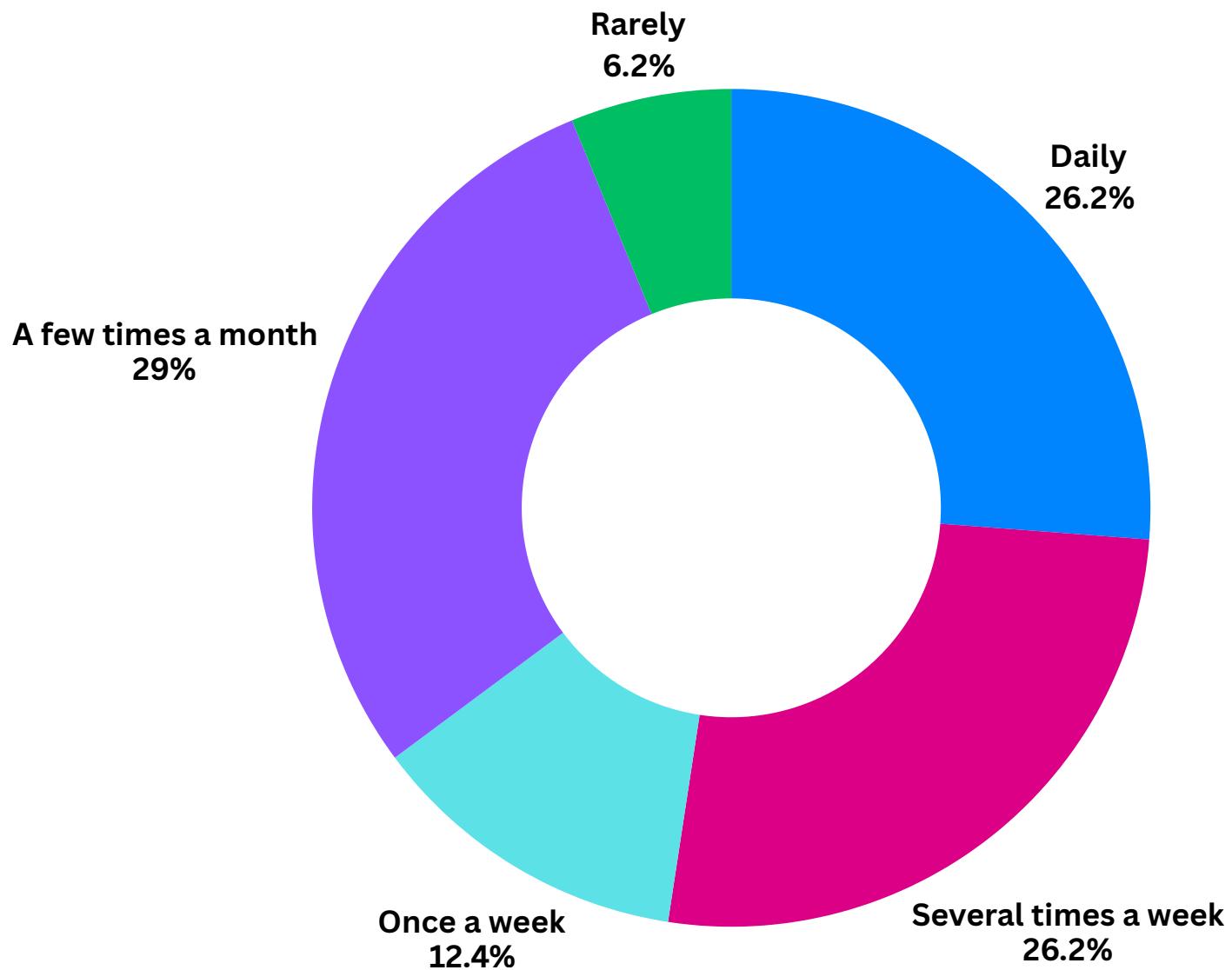
- To raise awareness of biodiversity and promote opportunities for formal and informal learning, including officers and member training and understanding of the natural environment by:
  - Involving local schools, community groups and organisations in biodiversity projects. For example, in the past Lanscore and Haywards Primary Schools created bug and bee hotels at the Peoples Park Wildlife Area. Also the bird feeders at the Wildlife Area were being regularly re-filled by a local nursery, encouraging frequent visits to the area.
  - Businesses around the Town Square sponsor the planters by watering them once per week, including Pippins Pre-School & Nursery.
  - Crediton Urban Taskforce [CUT!] was launched in 2024, with action days taking place on the second Saturday of every month. The initiative promotes taking care of and tidying the natural environment, with all weeding and clearance carried out by hand.
  - Crediton Brownies & Guides, local cadets and primary schools have taken part or expressed an interest in [CUT!].
  - Continue to develop the Wildlife Hunt, which encourages children to visit outside spaces to see the wildlife living in Crediton.
  - Encouraging members of the community to look after the areas outside their homes to reduce the need for herbicides around the town as part of the [CUT!] initiative.
  - Encouraging the local community to volunteer and become involved in local conservation projects, which can also assist in combatting social isolation and engenders community cohesion.
- Act as an example of best practice, by incorporating biodiversity into relevant strategies and within partnership working, for example:
  - CTC to work in partnership with local groups and organisation, land owners and the community to raise standards and transform unkept and unloved spaces in the town. When Mid Devon District Council removed its bedding services from Crediton, CTC joined up with local community groups and volunteers (including Sustainable Crediton and the St Lawrence Group) to provide large areas of summer bedding. These projects have focused on the use of wildlife and bee-friendly plants, as well as planting perennials to encourage areas to re-grow from one season to the next.
  - In 2024, CTC moved to hanging baskets planted with grasses and perennials, attracting wildlife and reducing watering requirements.
  - CTC encourages residents and businesses to enhance the environment in Crediton through the annual Floral Crediton Competition, as well as entering the town into the Britain South West in Bloom Competition and local community groups entering into the It's Your Neighbourhood Awards.

# Peoples Park Grass Cutting Consultation - 145 responses

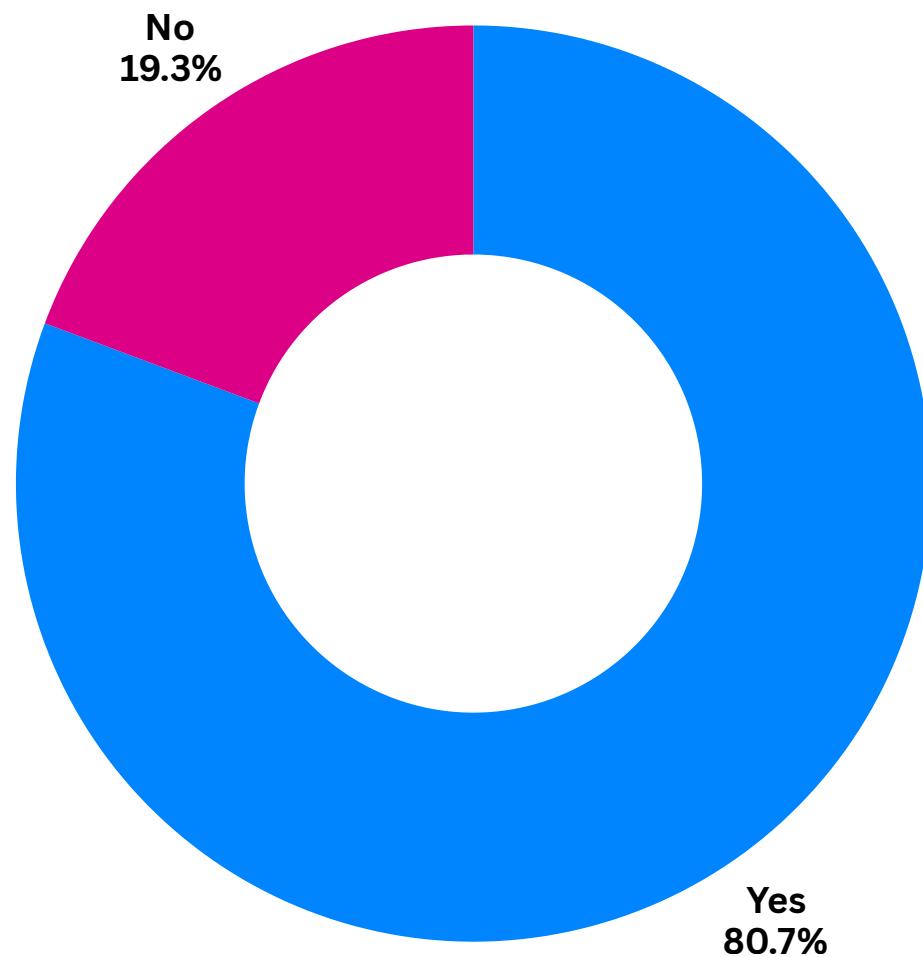
Do you live in Crediton?



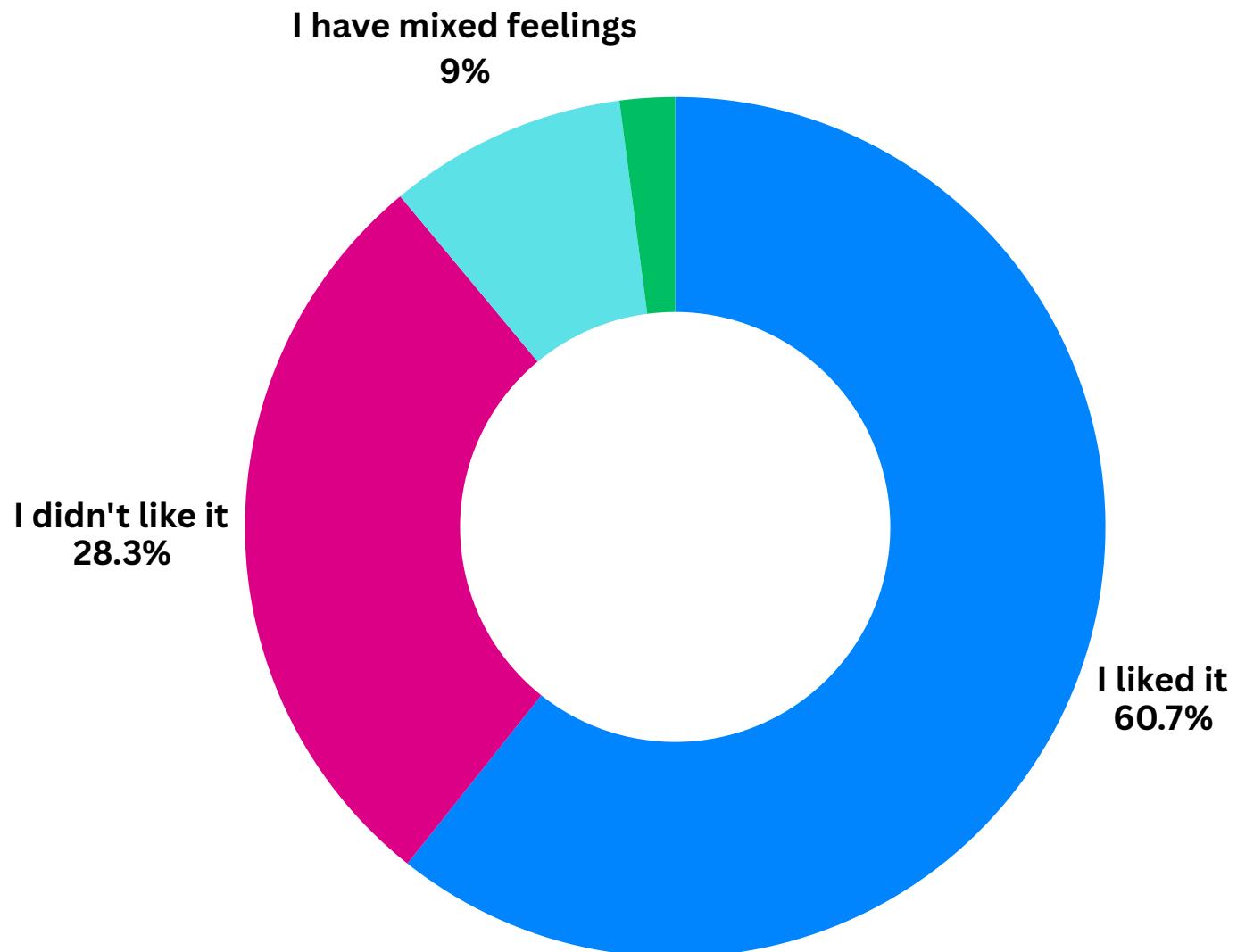
# How often do you visit Peoples Park?



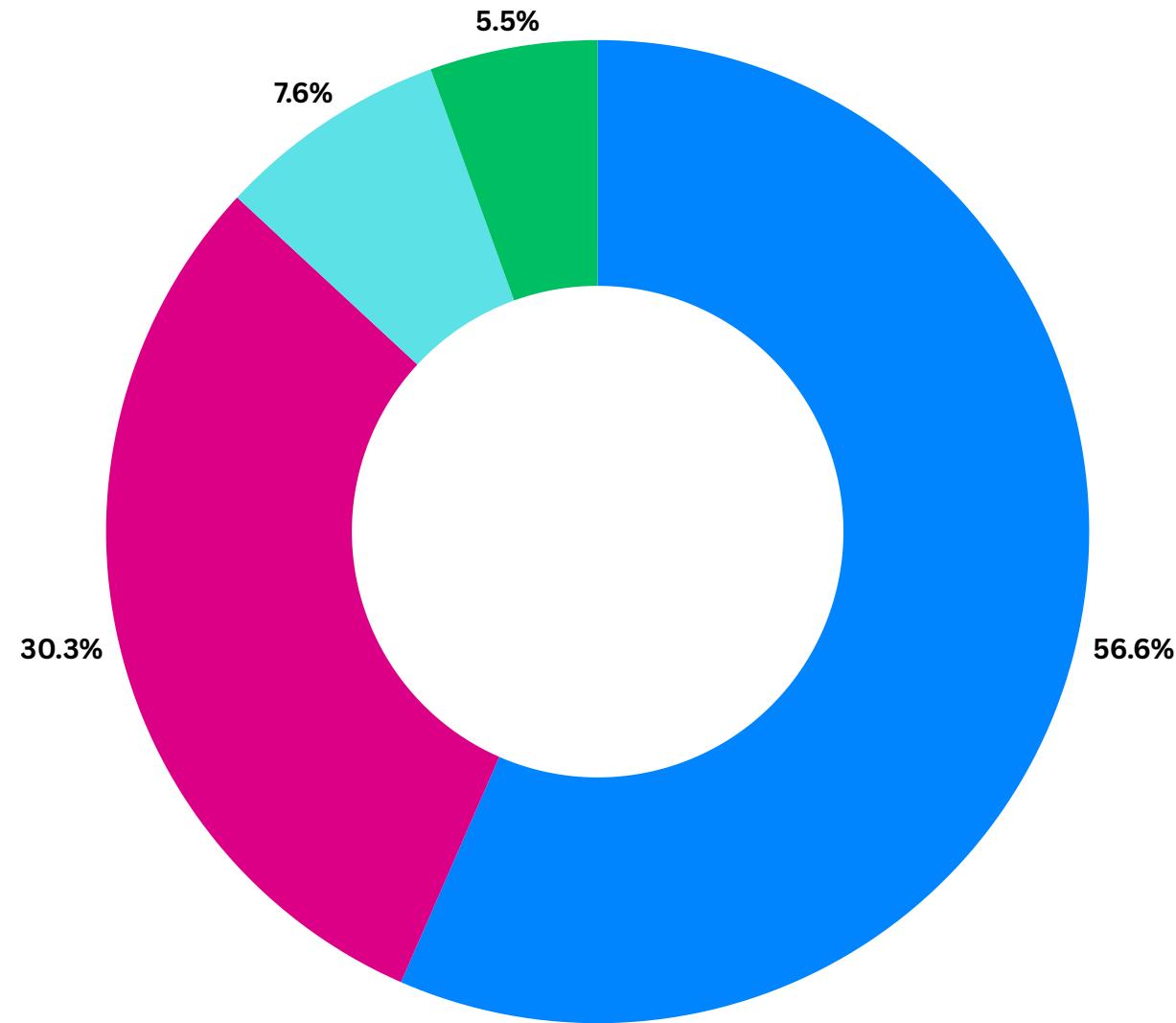
**Before this questionnaire, were you aware of the new grass cutting scheme (leaving about 1/3 of the grass uncut)?**



## What is your opinion of the new scheme?



# Which option do you prefer for future grass management at Peoples Park?

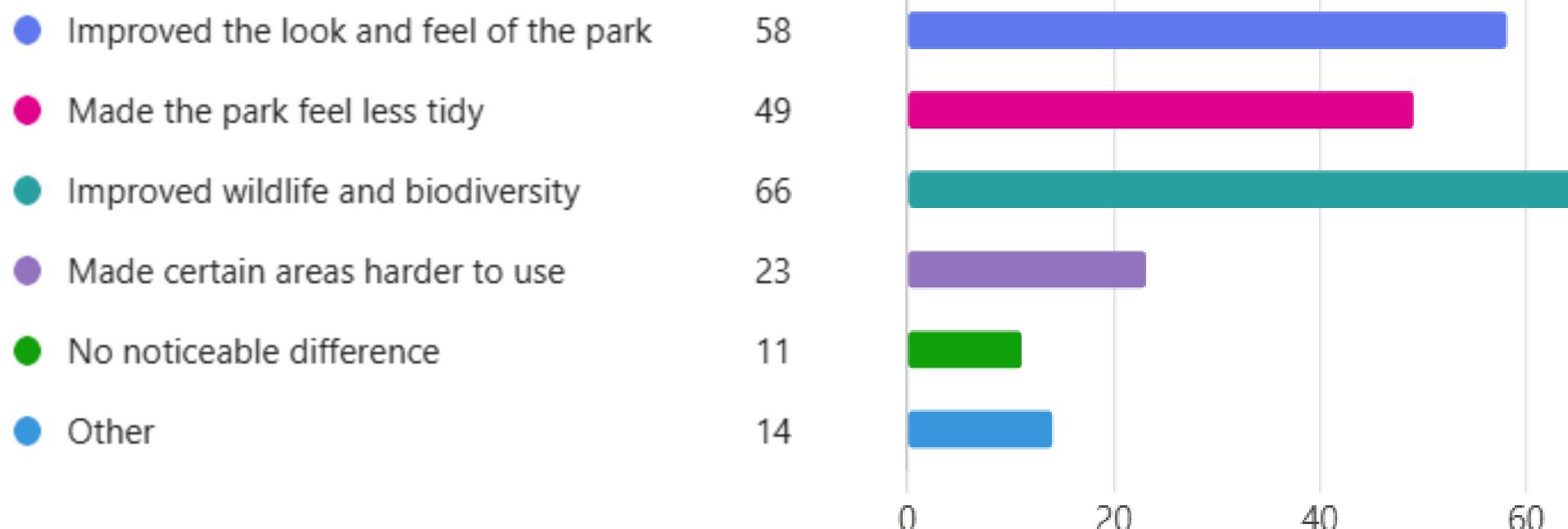


- Keep the new scheme (leaving 1/3 uncut)
- Return to cutting the whole grass area
- Something in between (partial cutting but different proportions)
- Other

## Responses under other:

1. Could we make it even more wildlife friendly and plant wildflowers? Less cutting, the better in my opinion!
2. Leave more than 1/3 uncut.
3. Leave more uncut.
4. Leave more uncut but mow paths through in a winding fashion. Maybe mow a strip along the roadside too.
5. One that protects the shallow roots of the sequoiadendron giganteum tree.
6. You could leave half of the grass uncut.
7. Plant wildflower strips which would attract insects and birds, leave the areas near the road and the footpath cut to allow dogs/people to walk and maintain visibility.
8. It was beneficial for the park but better to just leave the strips of grass to grow around the trees, not the strip of grass down to the road which became too long and possibly a dog excrement area which couldn't be seen but could be trodden on.

## How has the new scheme affected your experience of the park?



*Council does not accept any liability in respect of damage caused by any virus that is not detected.*

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**From:** Henry Parker <[REDACTED]>  
**Sent:** 02 December 2025 09:46  
**To:** Rachel Avery <r.avery@crediton.gov.uk>  
**Cc:** Steve Huxtable <shuxtable@crediton.gov.uk>  
**Subject:** Re: Armistice Day

Dear Rachel,

I should have added that I would like this proposal added to the Agenda for consideration at the next Meeting of the Town Council.

Thank you,  
Henry

Sent from [Outlook for iOS](#)

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**From:** Henry Parker <[REDACTED]>  
**Sent:** Monday, December 1, 2025 17:41  
**To:** Rachel Avery <[r.avery@crediton.gov.uk](mailto:r.avery@crediton.gov.uk)>  
**Subject:** Armistice Day

Dear Rachel,

I am following up my previous correspondence to the Town Council in November last year when I requested that maroons be sounded on Remembrance Day to signify the two minute silence.

I had been dismayed to learn that this request had been denied based on the Council's declaration of a climate emergency.

In my view, two loud bangs once a year are unlikely to pose a significant environmental threat.

Furthermore, as I mentioned in my earlier letter, the opportunity to remember and reflect on the sacrifices made by individuals in service to our country should take precedence over such considerations.

This year, the Crediton Branch of the Royal British Legion successfully arranged for maroons to be sounded at Downes Head. We received no complaints and are confident that the environment was not adversely affected.

However, I believe it would be better for future maroons to be sounded closer to the centre of Crediton. I understand there has been a suggestion to let them off in Newcombes Meadow where they can be more easily heard, thereby enhancing community participation.

I sincerely hope the Town Council will support this proposal, so allowing us to honour our fallen heroes appropriately.

I look forward to receiving a favourable response.

Kind regards,  
Henry Parker  
President  
Royal British Legion, Crediton Branch



## **War Memorial/Bus Shelter slabs report**

**Report by:** Deputy Clerk  
**To:** Full Council  
**Date:** For consideration on 6 January 2026

### **Recommendation**

Full Council is recommended to consider quotations received to repoint/relay slabs around the War Memorial and bus shelter using Earmarked Reserves.

#### **1. Purpose**

1.1 This report sets out quotations received to repoint slabs around the War Memorial and bus shelter.

#### **2. Background**

2.1. The area was inspected during the 2025 property inspection and areas requiring repointing were identified.  
2.2. Additional loose/rocking slabs were identified in the Autumn.

#### **3. Proposals**

3.1. To appoint a contractor to carry out the required works.

#### **4. Financial Implications**

4.1. EMR 322 Street Furniture/Small Work: £4,500 remaining  
4.2. The table below shows the quotations provided:

Contractor A	Contractor B	Contractor C
£710.25	Awaiting quote	Awaiting quote

\*All prices exclude VAT

#### **5. Climate Implications**

5.1 The carrying out of these works are essential to ensure the area is safe to members of the public.



## Weedkiller Report

**Report by:** Cllr Backhouse  
**To:** Full Council  
**Date:** For consideration on 6 January 2026

### **Recommendation**

That Full Council considers the report and agrees to lobby Tesco regarding the prominent placement and sale of glyphosate-based weedkillers in high-footfall seasonal areas of its Crediton store, and requests that greater care is taken in the siting, labelling and promotion of such products, in line with the Council's environmental commitments.

### **1. Purpose**

- 1.1 The purpose of this report is to present options for action in response to the prominent retail placement of glyphosate-based weedkillers in the seasonal foyer area of the Tesco superstore in Crediton, and to consider whether it is appropriate for Crediton Town Council to raise concerns with the retailer.
- 1.2 This links directly to the Council's existing policy commitment not to use glyphosate or similar chemical weedkillers on land under its control.

### **2. Background**

- 2.1 Glyphosate-based weedkillers are widely used domestic products but remain controversial due to:
  - ongoing public concern about potential impacts on human health and the environment
  - risks to biodiversity, pollinators and watercourses
  - the tendency for casual or excessive use in domestic settings
- 2.2 Crediton Town Council has taken a clear policy position by not using glyphosate products itself, reflecting a precautionary and environmentally responsible approach.
- 2.3 At present, glyphosate-based weedkillers are displayed in the seasonal foyer area of the Tesco store in Crediton. This is a high-footfall space where customers often make impulse purchases while entering the store. The prominence of such products may encourage unreflective or unnecessary use, particularly when safer or non-chemical alternatives exist.
- 2.4 The Council has no regulatory power over Tesco's product range. However, as a community leader and local authority, it is entitled to express concern and seek constructive dialogue with major retailers operating within the town.

### **3. Proposals**

Full Council is invited to consider the following options:

#### 3.1. No action.

The Council takes no further action, noting the matter but accepting that product placement is a commercial decision for the retailer.

**Implication:** This avoids engagement but risks inconsistency with the Council's stated environmental stance.

### 3.2. Lobby Tesco (Recommended)

The Council writes to Tesco's store management and/or regional head office to highlight the Council's policy of not using glyphosate products, express concern about the prominent placement of weedkillers in a high-footfall seasonal area and request that greater thought is given to the siting and promotion of such products, including:

- relocating them away from entrance and impulse-purchase zones
- improving signage or information about environmental impacts
- giving greater visibility to non-chemical alternatives

Implication: This is a proportionate, non-confrontational approach that aligns the Council's actions with its environmental values while respecting Tesco's commercial autonomy.

### 3.3. Wider engagement

In addition to lobbying Tesco, the Council could publicise its own policy position through its communications channels to encourage residents to consider non-chemical approaches to weed control.

Implication: This reinforces leadership but would require officer or member time.

## 4. Financial and Legal Implications

There are no direct financial or legal implications arising from this report. Lobbying a retailer and expressing a policy position falls well within the Council's remit.

## 5. Conclusion

The prominent placement of glyphosate-based weedkillers in a high-footfall retail area sits uneasily alongside the Council's own commitment to avoiding such products. While recognising Tesco's right to determine its stock and layout, there is a reasonable and responsible case for the Council to raise concerns and request more thoughtful product placement, in the interests of public awareness, environmental protection and policy consistency.