

ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL

CLERK'S BRIEFING NOTES

PARISH COUNCIL MEETING ON 7 JUNE 2018

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Prepared by Helen Sandhu
31 May 2018

Correspondence sent since 10 May 2018

- 1) Letter to St James Church containing sponsorship money for the “There but not There” project
- 2) Letter to Aston & Cote Community Trust with formal notification of pledge of £11,000 towards playground project, re-iterating the terms and conditions of the offer

**ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL
COMPLIANCE WITH GENERAL DATA PROTECTION REGULATIONS 2018**

1. Introduction

- 1.1. The General Data Protection Regulations (GDPR) was passed into UK law as the Data Protection Act 2018, with its main provisions commencing on 25 May 2018.
- 1.2. This is the third report relating to the GDPR that the Clerk has presented to the Parish Council (the earlier reports being considered at the meetings on 5 April and 10 May).

2. Update on progress towards compliance

2.1. Policies

- 2.2. The Privacy Notice, procedure relating to Data Subject Access requests and Data Breach Procedure were adopted at the meeting on 10 May. The Privacy Notice and Data Subject Access request information have now been posted on the website.

2.3. Policies covering:

- Privacy Notice for Staff, Councillors and Role Holders;
- Data Retention Policy;

are attached in draft form for the Parish Council to review, and adopt/propose amendments to.

- 2.4. In order to comply with the proposed Data Retention Policy there will be work required to review all the records currently held and to dispose of records held that fall outside of the retention periods.

2.5. Website

- All of the people whose data is included on the website have been contacted to request their consent for their data to be included.
- Positive responses have been received from every individual except for those representing the following organisations: Aston & Cote Community Church, Aston Football Club and Bampton Exhibition Foundation. The contact details for these people have therefore been removed and they have been recontacted to advise them of this and to request that they complete the consent form if they want their contact details to be readded.
- The Clerk recommends that the Parish Council resolves that each organisation whose data is on the website should be contacted once per annum to confirm that the details remain accurate. This accords with the Data Protection principle that requires a Data Controller to ensure that the data they hold remains accurate.

2.6. Data Protection Officer (DPO)

The Data Protection Act 2018 includes the amendment which excludes parish councils from the duty to appoint a Data Protection Officer. Parish councils can still choose to appoint a DPO if they consider this an appropriate way of discharging their duties under the Data Protection Act.

Given the low level of data processing carried out by Aston, Cote, Shifford & Chimney Parish Council, the Clerk is recommending that a DPO is not required, however this is for councillors to decide.

2.7. Data Security

Before the Data Security Policy can be fully drafted, the Council needs to make decisions on certain issues. The Clerk also needs support on this Policy as she is not a technical expert! A “first stage” draft Policy is attached as Appendix 3.

Website

Cookies

The GDPR regulations state that consent for cookies must be given and not assumed. Furthermore, any cookie that tracks the user must be deactivated until consent is given. Consent must be granular and if consent is not given then the user should be expected to have the same experience as someone who has given consent. Also, consent must be able to be withdrawn at any time.

The ICO have recognised that this arrangement can be both costly and difficult to police and as such have made recommendations. The main recommendation being that it is no longer acceptable to just include a cookie policy in a privacy page. Instead, a visual pop up or similar must be presented to the website visitor as soon as possible when they land on the website. This must inform them that cookies are in use and also inform them what a cookie is and what function it performs.

The Weebly website does use cookies but is not currently set up to provide visitors with information on this. This can be changed in the settings menu, but the Clerk is not clear what impact this may have on the website. The wording in the pop up must also be agreed.

SSL Certificates

Having an SSL certificate ensures that the data passed between the user's computer and the website is secure. This is necessary where contact forms are used. Some major browsers such as Google Chrome and Safari are already rolling out warnings to visitors who are visiting non https websites, and so it is recommended that for the website to comply with the new Data Protection regulations, a SSL certificate should be obtained.

The Parish Council website does not have a SSL Certificate but the settings system advises that this can be enabled, subject to changes made at the domain level.

Email Addresses

Updated guidance is for Parish Councillors to ensure that they are using a separate email address for their Parish Council correspondence. The email system must be password protected and not shared with other members of the household.

Using a separate email address will also make it easier for Parish Council emails to be deleted when a councillor leaves the Council.

Many councils use a specific @xxxcouncil.org.uk email domain. The Clerk is proposing that the Parish Council should discuss whether this is the right route to go down. Email addresses set up with this convention can be accessed by a

central Parish Council administrator who will be the only person who can set up new email addresses and who could then delete and deactivate email addresses when they are no longer required.

The Clerk has limited understanding of how this works and would require support to move to this system.

3. Work Remaining

3.1. Further policies remaining to be finalised and adopted:

- Data Security Policy

4. Recommendations

4.1. To review and adopt or propose further amendments to:

- Privacy Notice for Staff, Councillors and Role Holders – Appendix 1;
- Data Retention Policy – Appendix 2;

4.2. To discuss the provisions required in the Data Security Policy in detail and to decide how to move forward with that policy (including the Parish Council email address protocol).

4.3. To decide whether to appoint a Data Protection Officer even though this is not a duty of the Parish Council.

4.4. To note the further work required to move towards full compliance.

Helen Sandhu
31 May 2018

Appendix 1

Aston, Cote, Shifford & Chimney Parish Council

Privacy Notice – Staff*, Councillors and Role Holders**

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

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

This Notice sets out the type of information Aston, Cote, Shifford & Chimney Parish Council collects (or is supplied with). It tells you how the information is held, who we share it with and how it is used. There are contact details for queries about your personal information. All personal data collected (or supplied) will be treated in accordance with current data protection laws in the UK.

The data controller for all information covered by this Privacy Notice is Aston, Cote, Shifford & Chimney Parish Council.

What information do we collect and what information are we supplied with?

In relation to your involvement with us as a staff member, councillor or role holder, we collect the following information:

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

How do we use your information?

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

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

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

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

- Where we need to perform the contract we have entered into with you.
- Where we need to comply with a legal obligation.
- We may also use your personal data in the following situations, which are likely to be rare:
- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest [or for official purposes].

How we use sensitive personal data

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

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

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

Information about criminal convictions

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

- Where appropriate, we will collect personal data about criminal convictions as part of the recruitment process or we may be notified of such personal data directly by you in the course of you working for us.

Who might we share your information with?

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

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

We do not sell personal information to other organisations.

How long do we keep your personal data?

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

Your responsibilities

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

Your rights in connection with personal data

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

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

1. ***The right to access personal data we hold on you***
 - At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from. Once we have received your request we will respond within one month.
 - There are no fees or charges for the first request but additional requests for the same personal data or requests which are manifestly unfounded or excessive may be subject to an administrative fee.
2. ***The right to correct and update the personal data we hold on you***
 - If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.
3. ***The right to have your personal data erased***
 - If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.
 - When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).
4. ***The right to object to processing of your personal data or to restrict it to certain purposes only***
 - You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.
5. ***The right to data portability***
 - You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.
6. ***The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained***
 - You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).
7. ***The right to lodge a complaint with the Information Commissioner's Office.***
 - You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

Transfer of data outside the European Economic Area (EEA)

We will only transfer your personal information outside the EEA where necessary safeguards have been secured by contract. Our website is accessible from overseas so on occasion some personal data may be accessed from overseas.

Further processing

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

Changes to this notice

We keep this Privacy Notice under regular review and we will provide you with any updates. This Notice was last updated in June 2018.

Contact Details

Please make any requests or complaints to:

The Clerk:

Mrs Helen Sandhu
Aston, Cote, Shifford & Chimney Parish Council
1 Manor Close, Aston, Bampton, OX18 2DD
Email - astonpc@live.co.uk
Telephone – 01993 851774

If you are dissatisfied with the handling of your request or complaint, you have a right to appeal to the Information Commissioner. There is no charge for making an appeal. The contact details are:

The Information Commissioner's Office
Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Email – casework@ico.gov.uk
Telephone – 01625 545745 or 0303 123 1113 (local rate)

Appendix 2**Aston, Cote, Shifford & Chimney Parish Council****Data Retention Policy**

The Parish Council recognises that the efficient management of its records is necessary to comply with its legal and regulatory obligations and to contribute to the effective overall management of the Parish Council.

This policy applies to all records created, received or maintained by the Parish Council in the course of carrying out its functions. Records are defined as all those documents which facilitate the business carried out by the Parish Council and which are thereafter retained (for a prescribed period in accordance with this policy) to provide evidence of its transactions or activities. These records may be created, received or maintained in hard copy or electronically.

A small percentage of the Parish Council's records will be selected for permanent preservation as part of the Council's archives and for historical research.

Responsibilities

The Parish Council has a corporate responsibility to maintain its records and record management systems in accordance with the regulatory environment. The person with the overall responsibility for the implementation of this policy is the Clerk to the Parish Council and the Clerk is required to manage the Council's records in such a way as to promote compliance with this policy so that information will be retrieved easily, appropriate and in a timely manner.

Retention Periods

Document	Retention Period	Reason
Minute Books	Indefinite	Archive
Minute Books of Annual Parish Meeting	Indefinite	Archive
Draft Minutes/Clerk's notes of meeting used to prepare minutes	Until the Minutes are approved	Management
Meeting Agendas and Supporting Papers	4 years	Management
Leases	Indefinite	Audit
Title Deeds	Indefinite	Audit
Asset registers	Indefinite	Audit
Byelaws and orders	Indefinite	Management/Archive
Policies and Procedures	Indefinite (archive after superseded)	Management/Archive
Risk Assessments	7 years	Management/Insurance
Financial Records		
Annual Accounts	Indefinite	Archive
Annual Returns	Indefinite	Archive
Annual Budget	7 years	Audit/HMRC
Precept Demands	7 years	Audit/HMRC
Bank Statements	7 years	Audit/HMRC/management
Cheque book stubs	7 years	Audit/HMRC
Paying in books	7 years	Audit/HMRC
Paid invoices	7 years	Audit/HMRC
Receipt books	7 years	Audit/HMRC
VAT records	7 years	Audit/HMRC

Tax & NI records	7 years	Audit/HMRC
Salary records	7 years	Audit/HMRC
Quotations and tenders (successful)	12 years	Statute of Limitation
Quotations and tenders (unsuccessful)	2 years	Audit/Management/Legal challenges
Contracts	12 years	Statute of Limitation
Accident Books/reports	3 years or if a child/young adult, until that person reaches the age of 21	RIDDOR (SI.1995/3163)
Insurance		
Insurance policy	Whilst valid	Audit/legal
Certificate of employer's liability	40 years from date of which insurance commenced or was renewed	The Employer's Liability (Compulsory Insurance) Regulations 1998 (SI.2753)
Certificate of public liability	21 years	Legal
Planning applications		
Minor applications with no strategic relevance	Until decided by the Planning Authority	Management
Significant/controversial applications or those with strategic relevance	Indefinite	Management/archive
Councillor information		
Declarations of acceptance	Term of Office + 1 year	Management/legal
Declarations of Interest	Term of Office + 1 year	Management/legal
Correspondence and other information		
Complaints	1 year	Management
Routine correspondence & emails with private individuals to which the Parish Council/Clerk provided a response	1 year	Management
Correspondence & emails with the County Council and District Council	Until issue is no longer of ongoing relevance	Management
Trivial correspondence/emails/circulars/ not requiring a decision/response from the Parish Council	Not retained	Not required
Human Resources		
Personnel files	6 years after ceasing employment	Management/references
Recruitment information (not appointed)	6 months	Management/for claims of unfair process
Disciplinary records	Period of employment	Management
Website		
Information relating to local organisations independent from the Council	Annual confirmation sought from each organisation that data remains accurate	Management
Completed contact forms (general)	Automatically transferred to Clerk's Parish Council email address. Copy on website deleted within one month of receipt	Management

Completed contact forms (sewerage problems)	6 years	Management – for purposes of having a record of local sewerage issues
Parish Council information – minutes, agendas, meeting papers, financial information	4 years	Guidance from Information Commissioner

Records not in the Retention Schedule

The Clerk will be responsible for reviewing any records not specifically covered by the retention schedule and for deciding when they can be destroyed or whether they should be archived for indefinite preservation.

Requests made under the Freedom of Information Act (FOIA) and Environmental Information Regulations (EIR)

As a matter of good practice, and as recommended by the Information Commissioner's Office, any requested information will be kept for at least 6 months after the date of the last communications about the request, to allow for appeals to the Information Commissioner.

Anonymous Communications

Any communication received anonymously will be reported to the Council or a relevant Committee and action taken, if appropriate. Any anonymous letter or email received will then be destroyed.

Significant Local Events and Issues

Sometimes documents are of such local significance that they are worth preserving for archive purposes even though they would normally have a shorter retention in accordance with the above retention policy. Before any records are disposed of the Clerk should consider whether they are of such local significance that they should be preserved. The Clerk will bring such records to the attention of the Parish Council in order that councillors can decide whether the records should be retained for archive purposes.

Disposal of Documents

The Parish Council is corporately responsible for ensuring that records which are no longer required are disposed of in a timely manner. The Clerk is responsible for ensuring that this disposal policy is complied with.

Unless the records contain data on an individual/s or personal data, they will be disposed of by recycling.

Any records that contain data on individual/s or personal data must be disposed of by shredding (with a cross-cutting shredder).

Councillor Responsibilities

The Clerk is responsible for storing the records of the Parish Council in accordance with this Policy. Councillors are provided with agendas, supporting papers for meetings (the Clerk's Briefing Notes) and minutes. These documents must be treated as confidential - whilst much of the information on these documents are in the public domain, certain elements, relating in particular to employees and commercial decisions may not in the public domain and should be retained securely and disposed of at the earliest opportunity.

After a councillor has left office they must either securely dispose of all Parish Council records that they hold by shredding them (with a cross cut shredder) or must return them to the Clerk for disposal. All electronic files must similarly be securely deleted. Councillors may be required to provide formal written confirmation that the records they have held have been securely destroyed.

Archive

The Parish Council archive is held by the Aston History Group. The Clerk maintains a record of the documentation held by the History Group. These documents remain the property of the Parish Council and the Parish Council can request that they are returned at any time.

Date Policy adopted:

Appendix 3

Aston, Cote, Shifford & Chimney Parish Council

Data Security Policy - DRAFT

The transmission, storage and processing of information by the Parish Council is integral to the working of the Council. If there is a loss of confidentiality, integrity or availability, or the use and storage of information does not comply with legal requirements, then this can have a serious effect on the operation of the Council and could damage the reputation of the Council. Ensuring the appropriate level of security of information is therefore essential.

Policy application

This Policy applies to all employees, whose compliance is secured via the employment contract, and all councillors, whose compliance is secured by the Council's Code of Conduct.

The Policy applies at all locations from where information held by the parish Council is accessed, including at home, mobile communications, and use whilst in transit.

The Policy applies to all systems and all information in any format.

Data Security Measures – physical

Where data is held in the form of a physical record it must be kept physically secure. The Parish Council's primary records are maintained by the Clerk who is responsible for ensuring that they are kept secure.

The majority of the Parish Council's physical records are kept at the Village Hall in a locked cupboard and locked filing cabinet. The more current records are kept securely by the Clerk at her home office.

Data Security Measures – electronic

Any device used to access Parish Council records, including emails, must require a log-on password.

The email system used by employees and councillors to access Parish Council emails must require a password which is not shared with anyone who is not an employee or councillor.

Employees and councillors must only use their official email address to receive and send Parish Council emails. The emails will be based on the Parish Council domain name.

Passwords must be changed regularly and should be sufficiently complex to make them hard to guess.

Virus and Malware Protection

Any computer used to access Parish Council information, including emails, must be protected with anti-virus and anti-malware software which is kept up to date.

Use of Third Party Data Processors

The Parish Council uses several external organisations to process personal data:

- HMRC Basic Tools software for payroll processing;
- Unity Trust Bank for processing receipts and payments;
- (cloud host for digital files – still under review)
- Weebly for website hosting and Contact Form processing.

The Parish Council only uses third parties after ensuring that the levels of data security they operate is the equivalent of that operated by the Parish Council on its own systems.

Received by email on 8 May 2018

Dear Helen

In reply to your letter I would like to put my name forward to join the Parish Council. Firstly I feel quite strongly that there should be a representative from Cote.

Secondly my background in farming and later in running a property company I think gives me some of the skills needed to become a representative of a rural community.

I look forward to hearing from you.

Regards

Tony

Anthony Everex



From: Mr R W La Forte CBE MA BA(Hons)



Mrs Helen Sandhu
Clerk to Aston, Cote, Shifford and Chimney Parish Council
1 Manor Close
Aston
BAMPTON
Oxfordshire
OX18 2DD

20 May 2018

VOLUNTEER FOR CO-OPTION AS A PARISH COUNCILLOR FOR ASTON, COTE, SHIFFORD AND CHIMNEY

With only 5 nominees for the 7 posts required on the Parish Council, I understand that following the consequently uncontested election on 3 May 18, 2 vacancies remain to be filled. We spoke briefly after the recent annual parish meeting regarding my consequent willingness to be considered for co-option onto the Parish Council and you advised that I should write and set out my rationale and relevant experience for consideration by the Council. Subsequent discussions with Councillors John Ordish, Phil West and Paul Sparrowhawk have also indicated that they would be willing to consider my co-option.

I have resisted previous approaches to consider serving as a parish councillor, as I have felt that I would be unable to commit sufficient time to do justice to such responsibilities. Upon reflection however, noting the disappointing shortfall of volunteers for the council, the scale and nature of the challenges facing the Parish (particularly the ongoing blight of speculative development), and - in my view - the clear lack of 'grip' at district council level to address those challenges, I feel compelled to volunteer and serve the Parish to the best of my ability, subject of course to the approval of the Council.

My links and commitment to the Parish are well-established. Whilst I only moved here with my family 5 years ago, I was born and educated in Oxfordshire, and my maternal grandmother's family (FOX) lived in Aston and Shifford for many generations. Since our arrival, my family have been active in the Parish. My wife Gillian is a member of the village WI and we are both enthusiastic members of the Aston History Group. Indeed, I am one of the team of 3 members of the latter, writing and publishing a definitive formal history of the Parish. Despite having moved regularly over the past decades due to having been a military family, we have now settled permanently as we approach semi and full retirement over the coming decade or so.

Turning to my relevant experience for consideration by the Council, I retired from regular service with the RAF in 2015 after 38 years and have continued on a part-time basis (on average, 3 days a week) as a RAF reservist on a 4-year contract. Having achieved very senior rank within the military, I have extensive command and staff experience that has included regular interaction with Central Government (principally with or through the MOD), Other Government Departments and those of allies. As a station commander in Suffolk between 2007 and 2009, I engaged frequently with parish, borough and county councils on local matters of mutual interest. Most recently, my final tour was as Commander British Forces (CBF) South Atlantic Islands from 2013 to 2015, based in the Falkland Islands (FI). The FI are a self-governing UK Overseas Territory, whose elected government are responsible for all matters of government including policing, education, health, the economy, raising taxation and so on. The only powers 'reserved' by the UK

are Defence (my business as CBF) and Foreign Affairs (overseen by the Governor). As CBF, I served as an ex-officio member of both the FI Legislative Assembly and the FI Executive Council, thereby working daily alongside both the Governor and Members of the FI Government on a wide range of matters. With a population of only 3000, the FI is not that much larger than Aston, albeit the Parish Council do not enjoy quite such a level of political independence! By virtue of my appointment, I also worked closely alongside the (much smaller) governments of other UK Overseas Territories, namely the Administrator of Ascension Island and the Commissioner for South Georgia and the South Sandwich Islands.

Whilst I am fully aware of the limited executive authority and relative powers of the Parish Council, should the current councillors grant me the opportunity to serve alongside them as a co-opted member, they can be assured of my commitment, energy and determination to further the interests and wellbeing of our community to the best of my ability. Thank you for your consideration of this matter.

Received by email on 23 May 2018

Dear Mrs Sandhu,

My name is Elaine Anstee, I am married with two grown up children and I have been a resident of Aston since 1991.

Both my children were born here, attended toddler group, playgroup and then the local village school during which time I volunteered at the school, teaching swimming, gardening and helping with reading.

I currently help in Aston with the flowers in St James Church, delivering the Contact Magazine, collecting in my street for the Community Trust 500 Club amongst other activities outside of the village. My other interests include gardening and I still teach swimming at the Windrush Leisure Centre one morning a week because I enjoy it.

I have served previously, for two years as a Parish Councillor, in Aston, but work and family commitments meant I had to stand down. I now feel in a position, though I work full time, to give the time and commitment required by this position. Therefore I would appreciate it if my application could be put to the Parish Council meeting on 7th June 2018.

Yours sincerely

Elaine Anstee

Received by email on 24 May 2018

Hello Helen

My name is Gill Ball and I would like to put myself forward for the above position.

I have had contact with this village for the past fifty-six years and lived here for 44 years. Two of my grand-children were the fourth generation to attend our village school.

I feel I can contribute positively to the Council for the following reasons:

I feel passionately about our Parish. I have in the past been a Parish Councillor as well as having had Committee involvement with Playgroup, School Governor, Tawny Owl for Brownies, helped my husband David with Aston Football Club, Voices, St James Bell Fund. Whilst I accept that much legislation has changed I feel my past experience here stands me in good stead to support the Council enthusiastically when considering the many issues that are sure to arise.

I know that all who live in our Parish will agree that there is a wonderful sense of belonging, family and security here and I appreciate that a Parish Council can help to ensure that future generations have the same privilege.

Thank you for your consideration.

Gill Ball

Received by email from Martin Tooth on 31 May 2018

I wish to apply for the post.
Thanks

Sent from my iPad

ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL

CONTRACT OF EMPLOYMENT

This contract of employment ("the contract") contains the main terms and conditions of your employment with Aston, Cote, Shifford & Chimney Parish Council. It includes all the written particulars required by the Employment Rights Act 1996.

THE EMPLOYER:: _____

THE EMPLOYEE: _____

DATE OF ISSUE: [] 2018 _____

1. COMMENCEMENT DATE

- 1.1 Your employment with Aston, Cote, Shifford & Chimney Parish Council (the Council) began on..... (“the commencement date”).

2. CONTINUOUS SERVICE

- 2.1 Subject to 2.2 below, no period of employment before the commencement date counts as part of your period of continuous service.
- 2.2 For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

3. PROBATION

- 3.1 Your appointment is subject to satisfactory completion of a probationary period of not less than 13 weeks. The probationary period may be extended at the Council's discretion by up to three months and this is without prejudice to the Council's right to terminate your employment before or on the expiry of your probationary period if you are found for any reason whatsoever to be incapable of carrying out, or are otherwise unsuitable for your job.
- 3.2 At the end of your probationary period your employment will be reviewed within a reasonable time of its expiry and your probationary period will not be deemed to have been completed until the Council has carried out its review and formally confirmed the position in writing to you.

4. JOB TITLE

- 4.1 You are employed as Clerk to Aston, Cote, Shifford & Chimney Parish Council.

5. JOB DUTIES

- 5.1 You are expected to perform all duties which may be required of you as set out in the attached job description.
- 5.2 The Council may from time to time wish to amend your job description. You may be required to undertake other duties to meet the requirements of the job.

6. DECLARATION OF OTHER EMPLOYMENT

- 6.1 You shall not undertake other employment without the Council's written consent. Such consent shall not be unreasonably withheld.

7. PLACE OF WORK

- 7.1 Your usual places of work are:

Your home address

and

Aston & Cote Village Hall, Cote Road, Aston

8. SALARY

- 8.1 Your salary is £[] per hour.
- 8.2 The Council will review your salary annually as part of its budget setting process, with any agreed increment to be applied from the beginning of the next financial year (1 April). Your salary will not necessarily be increased as a result of the annual review.
- 8.3 Your salary will be paid to you in equal monthly instalments in arrears by bank transfer to your Bank or Building Society on the first Monday of the month which follows the Parish Council meeting held that month.
- 8.4 Your salary will be paid after the deduction of PAYE income tax and any applicable National Insurance and employee pension contributions.

9. EXPENSES

- 9.1 In addition to your salary the Council will pay you a working from home allowance to cover the expenses of you working from home. This is currently £10.00 per month. This allowance covers the additional household expenses incurred by your working from home, including heating and lighting costs, additional insurance, metered water, telephone and internet access charges. The working from home allowance will be paid monthly with your monthly salary. The working from home allowance is within the maximum permissible by current tax legislation and is not subject to PAYE income tax or National Insurance deductions. This allowance covers your full additional costs arising from you working from home and no additional expenses will be paid.
- 9.2 The Council shall reimburse you at the maximum HMRC tax-free mileage rates in force at the time for mileage necessarily, wholly and exclusively incurred in the performance of Council business ("mileage expenses"), provided that the mileage expenses have first been approved by the Council.

- 9.3 The Council will reimburse you for all other reasonable expenses which have been incurred wholly, exclusively and necessarily for Council business, provided these expenses are evidenced with a paid receipt.
- 9.4 All expenses shall be claimed monthly on an Expenses form, accompanied by paid receipts for all out-of-pocket expenses claimed. Reimbursed expenses will be paid together with your monthly salary.

10. HOURS OF WORK

- 10.1 You are required to work 28 hours per month. This includes your annual holiday allowance.
- 10.2 If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu at a time to be agreed between you and the Council.

11. ANNUAL LEAVE

- 11.1 Subject to clause 2.2 of the contract, the calculation of your annual leave commences from the first day of your employment. You are entitled, in addition to the normal bank and public holidays, to 20 working days' leave in each leave year (pro rata for part time employees and rounded up to the nearest half day).
- 11.2 The Council's holiday year is from 1 April to 31 March.
- 11.3 If your employment commenced or terminates part way through the leave year, your leave entitlement will be calculated on a pro rata basis (rounded up to the nearest half day).
- 11.4 You must use all of your holiday entitlement by the last day of the holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next year. Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.
- 11.5 Annual leave must be taken at times agreed with the Council and you must not book holidays until your request has been formally authorised by the Council. The Council will try to co-operate with your holiday plans wherever possible subject to the requirements of the Council.

- 11.6 On termination of your employment, holiday pay will be given for earned and unused days of holiday entitlement in that holiday year only. Unless required by law, on termination you have no right to be paid for holiday accrued but not taken in previous holiday years. If, on termination, you have taken more holiday than you have earned in that year, the Council shall be entitled as a result of your agreement to the terms of this contract to deduct the value of the unearned holiday from any final payment of salary made to you.
- 11.7 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Council may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity and instead pay you sick pay in accordance with the terms outlined in 13. Sick Pay, provided you fully comply with your contractual requirements relating to reporting sickness absence and you submit appropriate medical evidence.

12. SICKNESS ABSENCE

- 12.1 If you are absent from work on account of sickness or injury, it is your responsibility to inform the Council of the reason for your absence as soon as possible, but no later than the end of the working day on which the absence first occurs.
- 12.2 Sickness absence of up to and including seven consecutive days (including non-working days) must be fully supported by a self-certificate and thereafter by one or more doctor's certificates provided to the Council on a regular basis during the period of sickness absence.
- 12.3 The Council shall have the right at any time to require you to submit to examination by an independent medical practitioner selected by the Council, to obtain a confidential report on your condition from such practitioner and to discuss with such practitioner the findings of his/her examination and his/her prognosis of your likely recovery and or fitness to resume work and any recommended treatment.

13. SICK PAY

- 13.1 You will receive sick pay when you are absent from work because of sickness, as follows:

During probation period – 2 days' full pay

After probation period – 10 days in any 12 month period

- 13.2 Once your entitlement to sick pay as outlined in 13.1 has been exhausted, your entitlement for sickness pay will revert to Statutory Sick Pay (SSP).

14. MATERNITY /PATERNITY /ADOPTION LEAVE

- 14.1 Your entitlement to maternity/paternity/adoption leave is as set out in the relevant legislation.

15. PENSIONS

- 15.1 The Council will comply with its employer pension duties in accordance with Part 1 of the Pensions Act 2008.
- 15.2 A contracting-out certificate is not in force for your employment.

16. NOTICE OF TERMINATION OF EMPLOYMENT

- 16.1 Your employment is not for a fixed term and there is no anticipated duration for your employment but it may be terminated by notice.
- 16.2 During any probationary period either party may terminate the contract by giving one week's notice in writing.
- 16.3 After the successful completion of any probationary period, your employment may be ended by you giving the Council four weeks' notice in writing.
- 16.4 The length of notice which you are entitled to receive from the Council to terminate your employment is four weeks in writing until you have been continuously employed for four years and thereafter such notice entitlement increases by one week for each year of continuous service until you have completed twelve years of continuous employment after which time you will be entitled to twelve weeks' notice.

16.5 The Council may, in its absolute discretion, terminate your employment with immediate effect by notifying you that it will pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax, applicable national insurance contributions and pension contributions) within 28 days. Any such payment will consist solely of basic salary as at the date of termination and, for the avoidance of doubt, shall not include any payment in respect of any annual leave entitlement that you would have accrued during the period for which the payment in lieu is made. You have no right to receive a payment in lieu of notice unless the Council exercises its discretion under this clause.

16.6 Within one week of the termination of your employment you are required to surrender to the Council all Council property including computers and other electronic devices and any documents and other materials, including copies that you have been holding on behalf of the Council. You shall irretrievably delete from all your personal electronic devices all property of the Council and shall produce evidence of such as the Council may require.

17. REDUNDANCY

17.1 Should a redundancy situation occur you will be entitled to redundancy pay in accordance with statutory entitlements only.

18. DISPUTE RESOLUTION

18.1 You have been provided with a copy of the Council's grievance and disciplinary procedures.

19. HEALTH AND SAFETY

19.1 You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations.

20. EQUAL OPPORTUNITY POLICIES

20.1 You must act at all times in accordance with equal opportunities legislation.

21. TRAINING AND DEVELOPMENT

21.1 The Council shall be responsible for the costs associated with any training and development that it considers necessary. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council's expenses policy. Where the Council considers it necessary, it shall give you reasonable paid time off for study.

22. COLLECTIVE AGREEMENTS AND PERIODS OUT OF THE UK

22.1 There are no collective agreements that directly affect the terms of your employment.

22.2 You will not be expected to work outside the United Kingdom for one month or more during each year of employment.

23. CONFIDENTIAL INFORMATION

23.1 You will not at any time during your employment or afterwards, to the detriment or prejudice of the Council divulge to any person, firm or company, except in the proper course of your duties during your employment with the Council, any confidential information identifying or relating to the Council, its business affairs, or those of its partners, details of which are not in the public domain.

24. DEBTS AND OVERPAYMENTS

24.1 If at any time, including on the termination of your employment, you owe the Council money as a result of any loan, overpayment, default on your part or for any other reason whatsoever, the Council shall be entitled as a result of your agreement to the terms of this contract to deduct the amount of your indebtedness to it from any payment which it may be due to make to you.

25. INDEMNITY

25.1 The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council.

I hereby confirm that I have read, understood and accept the above contract of employment. I undertake to observe the terms and conditions of employment contained therein.

(Signature section follows)

JOB DESCRIPTION
CLERK TO THE COUNCIL

Overall Responsibilities

- The Clerk to the Council will be the Proper Officer of the Council and as such is under a statutory duty to carry out all the functions, and in particular to serve or issue all the notifications required by law of a local authority's Proper Officer.
- The Clerk will be totally responsible for ensuring that the instructions of the Council in connection with its function as a Local Authority are carried out.
- The Clerk is expected to advise the Council on, and assist in the formation of, overall policies to be followed in respect of the Authority's activities and in particular to produce all the information required for making effective decisions and to implement constructively all decisions. The person appointed will be accountable to the Council for the effective management of all its resources and will report to them as and when required.
- The Clerk will be the Responsible Financial Officer and responsible for all financial records of the Council and the careful administration of its finances.

Specific Responsibilities

1. To ensure that statutory and other provisions governing or affecting the running of the Council are observed.
2. To monitor and balance the Council's accounts and prepare records for audit purposes and VAT.
3. To comply with the Council's Financial Regulations governing the management of the Council's finances, producing such financial reports for the Council to consider as required by the Regulations.
4. To ensure that the Council's obligations for Risk Assessment are properly met.
5. To prepare, in consultation with appropriate members, agendas for meetings of the Council and Committees. To ensure that such meetings are properly advertised in accordance with current legislation. To attend such meetings and prepare minutes for approval.
6. To attend all meetings of the Council and all meetings of its committees and sub-committees.
7. To receive correspondence and documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. To issue correspondence as a result of instructions of, or the known policy of the Council.

8. To receive and report on invoices for goods and services to be paid for by the Council and to ensure such accounts are met. To issue invoices on behalf of the Council for goods and services and to ensure payment is received.
9. To maintain links with contractors working on behalf of the Council, including the grounds maintenance contractors, and to oversee their work, liaising with them on any issues identified to ensure that they entirely fulfil their contractual obligations to a satisfactory standard.
10. To study reports and other data on activities of the Council and on matters bearing on those activities. Where appropriate, to discuss such matters with administrators and specialists in particular fields and to produce reports for circulation and discussion by the Council.
11. To draw up both on his/her own initiative and as a result of suggestions by Councillors proposals for consideration by the Council and to advise on practicability and likely effects of specific courses of action.
12. To monitor the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
13. To act as the representative of the Council as required.
14. To maintain the Parish Council website. To ensure that all information relating to the Parish Council required to be included on a public website in accordance with current legislation is displayed on the website by the statutory deadlines. To use own initiative to decide on news items to put on the website and to post messages on the Parish Council Twitter account as appropriate.
15. To comply with the Council's policies on Data Protection and to ensure that the Council fully complies with Data Protection legislation.
16. To issue notices and prepare agendas and minutes for the Parish Meeting: to attend the assemblies of the Parish Meeting and to implement the decisions made at the assemblies that are agreed by the Council.
17. To prepare, in consultation with the Chairman, press releases about the activities of, or decisions of, the Council.
18. To attend training courses or seminars on the work and role of the Clerk as required by the Council.
19. To continue to acquire the necessary professional knowledge required for the efficient management of the affairs of the Council: Suggested is membership of your professional body The Society of Local Council Clerks.

ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL REVISION TO STANDING ORDERS

1. Introduction

- 1.1. The Parish Council adopted the current version of the Standing Orders at its meeting on 5 December 2013.
- 1.2. The Standing Orders are based on the model set of Standing Orders, adapted where legislation and good practice permits to suit the workings of the Parish Council, published by the National Association of Local Councils (NALC).
- 1.3. Since December 2013 minor modifications to the Standing Orders were made in October 2014 and November 2014.
- 1.4. The NALC has now published a new set of Model Standing Orders, incorporating legislative changes since the last model orders were published.
- 1.5. The changes cover many areas and the Clerk is therefore proposing that an entire new set of Orders, as circulated by email, is adopted.
- 1.6. The changes to the Standing Orders are outlined in section 2. below.
- 1.7. Where the text is in bold, this is a statutory requirement and cannot be amended/excluded by the council.

2. Amendments proposed

2.1. Standing Orders 3n and 3o – covering the public's right to record and report on council meetings

Old wording:

- n **A person may not orally report or comment about a meeting as it takes place if he is present at the meeting of a parish council or its committees but otherwise may: film, photograph or make an audio recording of a meeting; use any other means for enabling persons not present to see or hear proceedings at a meeting as it takes place or later; report or comment on the proceedings in writing during or after a meeting or orally report or comment after the meeting.**
- o **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**

Revised wording:

- n **Subject to standing order 3(o), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To "report" means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
- o **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**

2.2. Standing Order 3u – additional point covering dispensations

In relation to what the minutes must record, the following item is added:

- iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;

2.3. Standing Order 9 – Motions for a meeting that require written notice to be given to the Proper Officer:

The following two points are added:

- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

2.4. Standing Order 11 – Handling of Data

Existing Standing Order deleted:

11. Handling confidential or sensitive information

- a The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential or sensitive information which for special reasons would not be in the public interest.
- b Councillors and staff shall not disclose confidential or sensitive information which for special reasons would not be in the public interest.

Replaced with entirely new Standing Order:

11. Management of information

See also standing order 20.

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

2.5. Standing Order 12 – Draft Minutes

New order added:

- e. **If the council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**

Standing order 12e renumbered to 12f and updated:

Old wording:

- e. Upon a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

New wording:

- f. Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

2.6. Standing Order 15 – Proper Officer

Addition of further obligation (worth retaining although requirement for DPO in doubt, but the wording "as appropriate" covers all eventualities:

- ix. liaise, as appropriate, with the Council's Data Protection Officer;

2.7. Standing Order 18.a.v – Financial Controls and Procurement

Old wording:

procurement policies (subject to standing order 18(c) below) including the setting of values for different procedures where a contract has an estimated value of less than £60,000.

New wording:

whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.

2.8. Standing Order 18.c – Financial Controls and Procurement

Old wording:

Financial regulations shall confirm that a proposed contract for the supply of goods, materials, services and the execution of works with an estimated value in excess of £60,000 shall be procured on the basis of a formal tender as summarised in standing order 18(d) below.

New wording:

A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means

it uses to advertise the opportunity.

2.9. Standing Order 18f – Financial Controls and Procurement

Old wording:

Where the value of a contract is likely to exceed £138,893 (or other threshold specified by the Office of Government Commerce from time to time) the council must consider whether the Public Contracts Regulations 2006 (SI No. 5, as amended) and the Utilities Contracts Regulations 2006 (SI No. 6, as amended) apply to the contract and, if either of those Regulations apply, the council must comply with EU procurement rules.

New wording:

A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £181,302 for a public service or supply contract or in excess of £4,551,413 for a public works contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.

2.10. Standing Order 18g – Financial Controls and Procurement

New standing Order:

A public contract in connection with the supply of gas, heat, electricity, drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £363,424 for a supply, services or design contract; or in excess of £4,551,413 for a works contract; or £820,370 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.

2.11. Standing Order 19b – Handling Staff Matters

New standing Order:

Subject to the council's policy regarding absences from work, the council's most senior member of staff shall notify the chairman of the council or in his absence, the vice chairman of absence occasioned by illness or other reason and that person shall report such absence to the council at its next meeting

2.12. Standing Order 20 – Responsibilities to provide information

Existing standing order

Requests for information held by the council shall be handled in accordance with the council's policy in respect of handling requests under the Freedom of Information Act 2000 and the Data Protection Act 1998.

Replaced with:

See also standing order 21

- a In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.**
- b Where the council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, the council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.**

2.13. Standing Order 21 (NEW) – Responsibilities under data protection legislation

See also standing order 11.

- a The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his personal data.**
 - b The Council shall have a written policy in place for responding to and managing a personal data breach.**
 - c The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.**
 - d The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.**
 - e The Council shall maintain a written record of its processing activities.**
-
- c The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential or sensitive information which for special reasons would not be in the public interest.
 - d Councillors and staff shall not disclose confidential or sensitive information which for special reasons would not be in the public interest.



Date: 14 May 2018

Mrs Helen Sandhu
Clerk to Aston, Cote, Shifford & Chimney Parish
Council
1 Manor Close
Aston
Bampton
Oxfordshire OX18 2DD

Leader's Office
County Hall
New Road
Oxford OX1 1ND

Councillor Ian Hudspeth
Leader of the Council

Dear Mrs Sandhu

Thank you for your letter and I am very sorry for the delay in responding to you.

We take our residents' concerns seriously and value the feedback we receive as part of our Thriving Communities vision to learn where we can do better.

There are many significant demands on council budgets, and in particular the increasing demands and costs of adult and children social care services. It is therefore increasingly difficult for local authorities to significantly subsidise the money provided by central government for highway maintenance.

With almost all highway authorities reporting a significant backlog of repair, it is clear that highway maintenance is underfunded to maintain local road networks in a good condition using traditional methods. Indeed with the money made available to the county, the council is only able to fund approximately 15-20 miles of resurfacing each year. We are therefore looking to improve efficiency and effectiveness through innovation, whilst also seeking to increase the funding available.

As you are aware the recent winter has had a detrimental effect on the road network not just in Oxfordshire but across the whole country which the government recognised with the additional £100 million pothole fund of which Oxfordshire County council received £1.8 million. We will be using the funds to carry out patch repairs to obtain maximum benefit from these additional funds.

We are working to improve the condition of the network and a number of things are being changed. The county council has invested in a piece of equipment called the Dragon Patcher. With this equipment we can efficiently and quickly tackle both defects and general highway maintenance. We hope the work undertaken with these machines, where they are suitable to be used, will make a difference.

Continued



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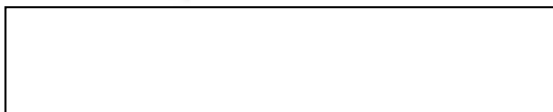
This repair work has already started and with the warmer weather there should be a noticeable reduction in the defects. The winter did require the gritters to go out on over 70 occasions covering 90,000 miles using 16,000 tonnes of salt. On 4 occasions we had to use snow ploughs, the first time since 2013. During February there were over 7,000 defects reported compared to 1,600 defects in February 2017. This means during the worst weather conditions we are unable to repair all the defects to the standard we would wish which has created a backlog that we are working to reduce.

To have a complete renewal programme for the entire network would cost over £150 million for just the road surface but when we add in pavements, bridges, street lights and drainage the total would be around £400 million. Before we start on creating a programme to renew all the works it would be prudent to identify where additional funding is likely to come from. Along with other highway authorities we are applying pressure to central government for additional funds; currently it is unlikely that funding of the magnitude required would be released. We do monitor and assess all roads and infrastructure across the county with priority given to those A & B roads that have the most usage so that we can target our limited funds to the best effect. This does mean that the rural C and unclassified roads are unlikely to receive capital funds for replacement, which is what is required, although maintenance of defects will continue when they are assessed as being a safety risk.

Like all County Councillors I would like to find more funding for highway improvements but until a funding stream is identified we will continue to do the best we can with available resources.

I accept that these are small changes but will hopefully start to make a difference. This coupled with the recognition from central government that local authorities need more funding to help maintain their network, particularly after this year's winter, will also help. You can of course approach your local councillor with your concerns who will be able to raise these directly with officers.

Yours sincerely



Direct Line: 01865 815283 Mobile: 07956 270318
Email: ian.hudspeth@oxfordshire.gov.uk
www.oxfordshire.gov.uk

Financial Matters

1. Cash Balances

	£
<i>SANTANDER CURRENT ACCOUNT</i>	
Balance at 30 April 2018	NIL
Transactions in month	NIL
Balance at 31 May 2018	<u>NIL</u>
 <i>UNITY TRUST CURRENT ACCOUNT</i>	
Balance at 30 April 2018	28,148.21
April payments	(1,702.34)
Grass cutting grant from Oxfordshire CC	1,048.60
Balance at 31 May 2018	<u>27,494.47</u>
 <i>NATIONWIDE DEPOSIT ACCOUNT</i>	
Balance at 30 April 2018	39,106.79
Transactions in month	NIL
Balance at 31 May 2018	<u>£39,106.79</u>
 <i>SANTANDER BUSINESS DEPOSIT ACCOUNT</i>	
Balance at 30 April 2018	535.85
Transactions in month: interest received	0.13
Balance at 31 May 2018	<u>535.98</u>
 TOTAL CASH HOLDING AT 31 MAY 2018	<u>£67,137.24</u>