

## **Terms of Indemnity**

- 1 The Council will, subject to the exceptions set out below, indemnify each of its Members and employees against any loss or damage suffered by the Member or officer arising from his/her action or failure to act in his/her capacity as a Member or officer of the Council.

This indemnity will not extend to loss or damage directly or indirectly caused by or arising from:

- 1.1 any criminal offence, fraud or other deliberate wrongdoing or recklessness on the part of the Member or officer; or
  - 1.2 any act or failure to act by the Member or employee otherwise than in his/her capacity as a Member or officer of the Council.
- 2 The Council will, subject to the exceptions set out below, indemnify each of its Members and officers against the reasonable costs which he/she may incur in securing appropriate legal advice and representation in respect of any civil or criminal proceedings to which he/she is subject.
    - 2.1 “Criminal proceedings” includes any interview or investigation by the Police, and any proceedings before a criminal court, in the United Kingdom.
    - 2.2 This indemnity shall not extend to any advice or representation in respect of any claim or threatened claim in defamation by the Member or officer.
      - 2.2.1 Where any Member or officer avails him/herself of this indemnity in respect of defending him/herself against any criminal proceedings the indemnity is subject to a condition that if, in respect of the matter in relation to which the Member or officer has made use of this indemnity the Member or officer is convicted of a criminal offence in consequence of such proceedings, or and the conviction is not overturned on appeal, the Member or officer shall reimburse the authority for any sums expended by the Council pursuant to the indemnity.
    - 2.3 Where the Council arranges insurance to cover its liability under this indemnity, the requirement to reimburse in Paragraph 2.2 shall apply as if references to the Council were references to the insurer.
- 3 For the purpose of this indemnity, a loss or damage shall be deemed to have arisen to the Member or officer “in his/her capacity as a Member or officer of the Council” where:
    - 3.1 The act or failure to act was outside the powers of the Council, or outside the powers of the Member or officer, but the Member or officer reasonably believed that the act or failure to act was within the powers of the Council or within the powers of the Member or officer (as appropriate) at the time that he/she acted or failed to act, as the case may be;

- 3.2 The act or failure to act occurred not in the discharge of the functions of the Member or officer as a Member or officer of the Council but in their capacity as a member (including a director, trustee) or employee of another organisation including, for the avoidance of doubt, a council controlled/influenced company/organisation, where the Member or officer is, at the time of the action or failure to act, a member or employee of that organisation either –
  - 3.2.1 in consequence of his/her appointment as such member or officer of that organisation by the Council; or
  - 3.2.2 in consequence of his/her nomination for appointment as such member or officer of that organisation by the Council; or
  - 3.2.3 where the Council, either by resolution or via an authorised officer, has specifically approved such appointment as such a member or employee of that organisation as advancing the interests of the Council.
- 4 The Council undertakes not to sue (or join in action as co-defendant) an officer of the Council in respect of any negligent act or failure to act by the officer in his/her capacity as an officer of the Council, subject to the following exceptions:
  - 4.1 Any criminal offence, fraud or other deliberate wrongdoing or recklessness on the part of the officer; or
  - 4.2 Any act or failure to act by the officer otherwise than in his/her capacity as an officer of the Council.
- 5 This indemnity and undertaking will not apply if a Member or officer, without the express permission of the Council or of the appropriate officer of the Council, admits liability or negotiates or attempts to negotiate a settlement of any claim falling within the scope of the indemnity or undertaking.
- 6 This indemnity and undertaking are without prejudice to the rights of the Council to take disciplinary action against an officer in respect of any act or failure to act.
- 7 This indemnity and undertaking shall apply retrospectively to any act or failure to act which may have occurred before this date and shall continue to apply after the Member or officer has ceased to be a Member or officer of the Council as well as during his/her membership of or employment by the Council.
- 8 This indemnity shall also apply to any officer acting in the capacity of Returning Officer, Acting Returning Officer, Counting Officer, Electoral Registration Officer, Deputy Returning Officer, Deputy Acting Returning Officer, Deputy Counting Officer or Deputy Electoral Registration Officer in relation to the conduct of elections and electoral registration. Where any such officer is acting in the reasonable belief that any act or failure to act is within the powers of the Returning Officer, Electoral Registration Officer or Counting Officer he or she shall be deemed to be acting in his/her capacity as an officer of the Council for the purposes of this indemnity.