

Appendix 1

INDEMNITY

1. The Council will, subject to the conditions, limitations and exceptions below, indemnify all members (which expression shall hereinafter be deemed to include co-opted members of any Council committees) or employees of the Council against any damages, costs or legal expenses which any such member or employee may be ordered to pay or may reasonably have incurred arising from activities carried out on behalf of the Council if the member or employee acted in good faith and honestly believed that the act or omission complained of was within his/her power and that his/her duty as a member or employee or (in the case of functions exercised otherwise than in the capacity of member or Council employee) performer of the function in question with the approval or at the request or for the purposes of the Council, required or entitled him/her to do or omit to do it.
2. Such Indemnity shall apply to any liability of any member or employee as the Council's representative or nominee on an outside body and to any employee who in connection with his/her employment with the Council provides an administrative, technical, professional or other service to any person or body outside the Council.
3. For avoidance of doubt this indemnity will apply to existing and former member and employees in respect of acts and omissions whilst they were members or employees.
4. The authority will indemnify its officer acting in his/her capacity as Electoral Registration Officer and Returning Officer in relation to local, or such other elections as falls within his/her function, 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.

Conditions and Limitations:

This indemnity will not extend to

- a) Loss or damage directly or indirectly caused by or arising from: Fraud, dishonesty, deliberate wrongdoing or recklessness, or any offence is an offence under the provisions of the Health and Safety at Work Act etc 1974 or relevant statutory provisions within the meaning of that Act in which case the indemnity will continue to apply).
- b) Any action, neglect, error or omission by an individual otherwise than in the course of his/her duty.
- c) Activities which are ultra vires the Council, the body in question or the individual save to the extent that at the time of the activity concerned the individual bona fide and reasonably believed that the activity was intra vires.
- d) Any activity carried out "outside" work, which is unconnected with the work of the Council.