

DATED

2023

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

- and -

KAREN JONES

**DEED OF INDEMNITY to OFFICER
RE: LOCAL GOVERNMENT DATA UNIT WALES**

Mr. Craig Griffiths
Head of Legal and
Democratic Services
Neath Port Talbot County
Borough Council
Civic Centre
Port Talbot

DATED

2023

PARTIES

1. Neath Port Talbot County Borough Council of Port Talbot Civic Centre
Port Talbot SA13 1PJ (“the Council”)

2. Karen Jones of _____ (“the Officer”)

RECITALS

- (1) On the _____, the Officer was appointed as a company director of Local Government Data Unit Wales (“Company Registration Number 04082312) (“the Company”).

- (2) The Company is a Welsh local government company with a board of directors elected by the Welsh Local Government Association offering a range of specialist support including
 - (a) Help to source, collect, or collate data
 - (b) Data analysis and effective data presentation
 - (c) Advice on the best ways to undertake research
 - (d) Help to find out what citizens, service users/customers think
 - (e) Training staff in relevant topics such as *Basic Statistics, Presenting Data, Managing Performance, Survey Design & Analysis, Questionnaire Design etc.*
 - (f) Providing cost-effective access to a range of commercial data sets.

- (3) The Council may in order to cover any possible liability of the Officer provide an indemnity to her to cover any risks not covered by any insurance policies.

- (4) It has been agreed that subject to the terms appearing hereafter the Council shall indemnify the Officer acting in her capacity with the Company.

- (5) By virtue of a decision of the Council's Cabinet on
the Council agreed to provide the indemnity to the officer in this form.

This **DEED OF INDEMNITY** is made under section 101 of the Local Government Act 2000 and the Local Authorities (Indemnities for Members and Officers) (Wales) Order 2006, section 111 of the Local Government Act 1972 and all other enabling provisions as follows:

1. Indemnity

- 1.1 Subject to clauses 2 and 3 the Council shall (to the fullest extent permitted by the laws of England and Wales) indemnify and keep indemnified the Officer on demand against all actions, claims, liabilities, charges, demands, proceedings, investigations and judgments which may be made against him or which he may suffer or incur as a consequence of, or which relate to or arise from, directly or indirectly, her powers, duties, responsibility as a Director of the Company (including legal and professional fees) and tax incurred in relation thereto from the date of the appointment.

1.2 All sums payable by the Council hereunder shall be paid free of, and without any rights of, counterclaim or set-off and without deduction and withholding on any ground whatsoever.

2. Exclusions and Limitations

2.1 Without prejudice to the generality of this indemnity but subject to the provisions of clauses 2.2 below this indemnity shall extend to:

- (a) the defence of criminal proceedings brought against the Officer;
and
- (b) any civil liability arising as a consequence of any action or failure to act which also constitutes a criminal offence

PROVIDED THAT:

the Council shall not be liable to make any payment to the Officer or any other party under the terms of this Deed of Indemnity nor in relation to any action or failure to act by the Officer that:

- (a) constitutes a criminal offence; or
- (b) is the result of fraud or other deliberate wrongdoing or recklessness on the part of the Officer; or
- (c) relates to alleged defamation of the Officer.

2.2 Where the Officer is convicted of a criminal offence and that conviction is not overturned following an appeal the Officer will reimburse the Council for any and all sums expended by the Council pursuant to this Indemnity in relation to those criminal proceedings.

3. Matters that exceed the powers of the Council and/or the Officer

3.1 This Indemnity extends to matters which exceed the powers of the Council and or the power vested in the Officer only to the extent that:

(a) Where the act or failure to act exceeded the powers of the Council the Officer reasonably believed at the time of the action or failure to act that the action or failure to act in question was within the powers of the Council;

or

(b) Where the action or failure to act comprised the issue or authorisation of a document containing a statement as to the powers of the Council or any statement that certain steps had been taken or requirements fulfilled, the Officer reasonably believed the contents of that statement to be true;

or

(c) Where the action or failure to act exceeded the powers vested in the Officer by the Council the Officer reasonably believed at the time of the act or failure to act that it was within his powers.

4. Reimbursement

4.1 Where the Officer is obliged to reimburse the Council pursuant to clause 2 of this Indemnity those sums shall be recoverable by the Council as a civil debt.

5. Conduct of claims

5.1 If the Officer becomes aware of any circumstances which may lead to the Council being required to make any payment under clause 1, the Officer shall:

5.1.1 as soon as practicable give written notice of such circumstances to the Council;

5.1.2 not make any admission of liability, agreement or compromise with any person in relation to any such circumstances without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed; and

5.1.3 consult the Council regarding the conduct of any claim arising in connection with such circumstances and provide the Council with such information and copies of such documents relating to any such claim as the Council may reasonably request.

5.2 In the event of any payment under this Deed being made, the Council shall be subrogated to the extent of such payment to all of the Officer's rights of recovery against third parties (including any claim under any applicable director's insurance policy) in respect of the payment and the

Officer shall execute all papers required and shall do everything that may be necessary to secure any rights, including:

- (a) the execution of any documents necessary to enable the Council effectively to bring an action in the name of the Officer; and
- (b) the provision of assistance as a witness.

6. Jurisdiction

6.1 This Deed shall be governed by and construed in accordance with the law of England and Wales as they apply in Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any disputes or differences arising under this Deed.

THE COMMON SEAL OF)
NEATH PORT TALBOT COUNTY)
BOROUGH COUNCIL was affixed)
to this **DEED** in the presence of:)

Proper Officer

EXECUTED as a **DEED**)
by **KAREN JONES**)
in the presence of:)

Witness signature:

Witness name:

Witness address: