

Notice of a meeting of the

Personnel and Administration Committee

3rd June 2024 at 7.30pm

Park Room, Didcot Civic Hall



All members of the Personnel and Administration Committee are summoned to attend this meeting for the transaction of the business on the agenda.

Admission of the public and media

The Council welcomes members of the public to its meetings in accordance with the Public Bodies (Admission to Meeting) Act 1960.

Reports and minutes

We add reports and minutes to our website.

Recording, photographs and filming

The press or public may audio-record, photograph or film meetings, or report from the meeting using social media. As such members of the public may be recorded or photographed during the meeting.

We ask that anyone wishing to record or photograph the meeting notifies the Town Clerk before the start of the meeting.

Public participation

The Council welcomes the public's involvement in meetings, which must be in accordance with our rules (Standing Orders 30-32 on a matter before the Committee).

At the relevant time during the meeting, the Chair will invite members of the public to present their questions and statements. To contact the Town Clerk, please email – jwheeler@didcot.gov.uk

Agenda

1. To receive nominations for the Chair of the Personnel and Administration Committee.
2. To receive nominations for the Deputy Chair of the Personnel and Administration Committee.
3. To receive apologies
4. To receive declarations of interest
Members should declare any interests they may have on any item on this agenda in accordance with Didcot Town Council's code of conduct.
5. To review the Terms of Reference for this Committee – *see attached paper.*
6. To approve the minutes of the meeting held on 8th April 2024 as a true record – *see minutes attached*
7. Questions on the minutes as to the progress of any items.
8. To review the list of outside bodies and working groups – deferred from the Annual Meeting – *see attached list.*
9. To consider and up-date on the long service recognition scheme – *see attached report.*
10. To review a draft Policy on banning live pets as prizes on DTC land – *see attached draft.*
11. To review the amendments to cemetery rules and the memorial policy – *see attached papers.*
12. To review the Ladygrove Lakes Fishing Association renewal and make a recommendation to full Council – *see attached papers.*
13. To approve a quote for Councillor training – *in the region of £7-800 – to be confirmed.*
14. Progress Report – *see attached*

15. EXCLUSION OF THE PRESS AND PUBLIC

Pursuant to Section 1 of the Public Bodies [Admission to Meetings] Act 1960 the committee will be asked to exclude the press and public from the meeting on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted

16. To receive a staffing report– *report attached.*



Janet Wheeler
Town Clerk
28th May 2024

Voting Committee members:

Cllr C Jennings (Acting Chair) Cllr J Loder (Acting Deputy Chair)

Cllr H Macdonald Cllr D Macdonald Cllr G Ryall

Nominated substitute Committee members:

Cllr T Worgan Cllr O Glover Cllr L Hislop

Cllr D Guerra Aragao Cllr M Khan

Terms of Reference

Personnel and Administration Committee



1. The Personnel and Administration Committee is a Committee of the Town Council (under S.101 of the Local Government Act 1972).
2. The Committee shall operate within the Town Council's Standing Orders and Financial Regulations.
3. The Committee shall be a Standing Committee (to be re-appointed at the Annual Meeting) comprising 5 Town Councillors.
4. The quorum shall be three Councillors.
5. The Committee shall elect its own Chair and Vice Chair at its first meeting following the Annual Meeting of the Town Council.
6. Number of meetings in an ordinary year: 6 times and others as appropriate and as determined by the Committee.
7. Notice of meetings shall be in accordance with public notice requirements as set out in the Public Bodies (Admission to Meetings) Act 1960.
8. Minutes of the Committee meetings shall be prepared by the Clerk and submitted to the next Committee meeting for approval. The draft minutes shall be submitted to the Council for information.
9. The Committee shall be responsible for –
 - Administrative matters;
 - The terms and conditions of employment of the Council's staff, excluding the Town Clerk/RFO/Proper Officer
 - Recommend to Council the terms and conditions of employment of the Town Clerk/Responsible Finance Officer/ Proper Officer
 - Any other matters affecting the Council staff and the personnel policies of the Council

Didcot Town Council

Personnel and Administration Committee Monday 8th April 2024 at 7.30pm All Saints Room, Didcot Civic Hall



Minutes

Note: These minutes are subject to approval as a true and correct record by the next meeting of this committee.

Councillors

C Jennings (Chair)
J Loder (Deputy Chair)
D Macdonald
H Macdonald
G Ryall

Officers:

Mrs J Wheeler (Town Clerk)

62. Apologies

No apologies – every one was present.

63. Declarations of interest

None declared.

64. To approve the minutes of the meeting held on 5th February 2024

It was proposed by Cllr G Ryall and seconded by Cllr J Loder and RESOLVED to approve the minutes as a true record. The vote was unanimous.

65. Questions on the Minutes

There were no questions.

66. To approve the revisions on the Discretionary Pension Policy

The Committee reviewed the Policy and the changes made at the last review. There were some suggestions regarding minor amendments to punctuation and consistency. The Committee up-held the decision to cover injuries at work under the insurance policy rather than an additional injury award scheme. The Committee requested a form of standard wording throughout the Discretionary Policy such as:

Didcot Town Council WILL NOT normally grant (-----). Any request detailing wholly exceptional circumstances may be sent to the Personnel & Administration Committee but Didcot Town Council reserves the right to refuse. In the event of an individual recommendation – ratification at full Council is always required.

It was proposed by Cllr H Macdonald and seconded by Cllr J Loder and RESOLVED to RECOMMEND this amended Policy to full Council.

67. To approve the project manager training quote

It was proposed by Cllr G Ryall and seconded by Cllr D Macdonald to delegate the training content to the Town Clerk at a capped cost of £900.

68. To note the changes to employment law from April 2024

The Committee were up-dated as to the latest changes relating to:

- Flexible working requests
- Carers Leave entitlements
- Paternity Leave
- Holiday Pay

The staff would be consulted and made aware of these changes.

69. To consider any activities to mark the 80th Anniversary of D Day

The Committee noted that events had already been planned locally. After some debate it was RESOLVED to raise a flag on the day at the Civic Hall and to commemorate the occasion with a special tree with flame red foliage to be planted as the centre piece of the new flower beds at the new Edmonds Park Pavilion.

70. Progress report

The Committee reviewed the progress report. It was noted that a motion on setting up a working party to progress the youth council was due to go to the next full Council meeting.

71. Exclusion of the press and public

It was RESOLVED to exclude the press and public from the meeting pursuant to Section 1 of the Public Bodies [Admission to Meetings] Act 1960 on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

72. To receive a Staffing Report

The Town Clerk up-dated the Committee on the new employees and how well they have settled into their roles. The Committee gave permission for the two line managers to carry out an appraisal with a view to making the staff permanent.

The Committee were made aware of two projects which could have an impact on future staff availability: The operation of the Splash park and the likely approval of carrying out a Neighbourhood Plan for Didcot.

Job descriptions were noted and discussions with those staff will be carried out by the line manager. The staff organisation chart was noted.

It was AGREED that the “health check” for community liaison and communications could be a useful exercise and was free to SLCC members.

The recent visit to the Outdoor Services Depot from the Health & Safety Executive was unannounced. The visit went very well and the outdoor team received some good feedback. There were no issues which required a further visit but a few actions for the Estate Manager.

The meeting closed at approximately 8.50pm.

Signed _____ Chair Date _____

Didcot Town Council

Personnel and Administration Committee

3rd June 2024



Report author: Janet Wheeler

Deferred from the Annual Meeting

Appointments to working groups and external bodies and organisations

Introduction

1. This item was deferred from the Annual Meeting held on 14th May 2024.
2. Standing Order 19k offers the Annual Meeting the opportunity to “receive nominations and make appointments to working groups and external bodies and organisations”.
3. Attached is a list of the current working groups and external bodies that the Town Council has representatives on.

Recommendation

4. That Council seeks any further nominations and appoints members to existing working groups and outside bodies.

Legal Implications

5. None

Financial Implications

6. None.

Risk Implications

7. None.

Working Groups, Outside Bodies and Organisations

Working Group/outside body
Allotment Liaison Representatives (5) – one for each site
<ul style="list-style-type: none"> 1. Broadway Cllr N Hards 2. Cockcroft 3. Mereland Road 4. New Road Cllr D Rouane 5. Wantage Road Cllr A Jones
Allotment Liaison Group – Allotment Liaison Representatives (above) plus Community Officer and Allotment Administrator
Chair of this Group to be appointed – no current Chair
CCTV Management Group (Mayor or Leader plus Town Clerk) Mayor or Leader and the Town Clerk
Citizens Advice, Oxfordshire South and Vale (1) Cllr G Roberts
Didcot Arts and Community Association (1) Vacant
Didcot Chamber of Commerce (1) Cllr O Glover
Didcot North East Stakeholder Group (2) Cllrs Z Mohammed/N Hards
Didcot Powerhouse Advisory Group (1) Cllr T Worgan
Didcot Town Fayre Working Group (6) This event is now run outside of the DTC – members to decide whether they wish to retain representation
Didcot Garden Town Board (1 plus a substitute) Cllr C Jennings/Cllr K Morrison
Earth Trust Local Stakeholder Group (1) Cllr L Hislop/Cllr G Roberts
Fleet Meadow Community Trust – (7) Cllr M Khan/D Rouane/H Macdonald/ T Worgan/ Z Mohammed/ A Jones/L Hislop
Hagbourne Charities (2) to act as trustees ideally for a 4 year term Cllr C Jennings and Cllr O Glover
King Alfred Drive Community Centre (1) Cllr L Hislop
Ladygrove Management Group – (7) to look after all the assets in Ladygrove including the lakes and the recreation ground Cllr D Rouane/C Jennings/K Morrison/T Worgan/Z Mohammed/ O Glover/ J Broadbent
Oxfordshire Association of Local Councils (2) Cllr M Khan and Cllr K Morrison
Oxfordshire Larger Local Councils biannual meeting (1 plus the Town Clerk) Cllr C Jennings
Parish Transport Representative (1) Cllr T Worgan
Power Station Liaison Committee (2) Cllrs D Aragao; K Morrison; A

Working Group/outside body
Macdonald
Public Art Working Group (5) Cllrs T Worgan; H Macdonald; K Morrison; N Hards; D Macdonald
Sutton Courtenay Local Liaison Committee (1) Cllr O Glover
Traffic Advisory Group (open to all)
Twinning Association (1) Cllrs J Loder/A Macdonald
UKAEA Liaison Committee (1) Cllrs J Broadbent/K Morrison/T Worgan

Personnel & Administration Committee

3rd June 2024

Janet Wheeler



Review of the long service recognition scheme

1. Background

Almost a year ago, the P&A Committee looked at a proposal from the Town Clerk to have a long service recognition scheme. It was agreed that Didcot Town Council aspires to be an employer who recognises and values the loyalty of staff who work for the Town Council.

Prices were considered for a medal but the February meeting deemed them rather expensive @ £1138.86 each. The Town Clerk was asked to look at alternatives. The problem is that there are plenty of cheaper options but it is difficult to know whether they would look cheap. The DTC coat of arms is very detailed and a cheaper alternative would devalue the integrity of the crest.

2. For consideration

We have the following long serving staff in our employment:

- 1 x 28 years
- 1 x 24 years
- 2 x 8 years
- 1 x 7 years
- 1 x 6 years
- 3 x five years

3. Legal and tax Implications

As an employer funded by the tax payer, any rewards must be recorded in the minutes for the auditors' information.

Tax implications will need to be considered and research shows that this is a complex area. Vouchers seem to be a more tax efficient way to reward rather than cash. Other consultants suggest that an employee must have worked for at least twenty years – where as the Committee may wish to reward those who have worked for ten years.

4. Recommendations

The proposal is that we award the following:

- First 5 years – voucher for £50 and letter of thanks
- First 10 years – voucher for £100 and letter of thanks
- First 20 years – voucher for £200 and letter of thanks

First 30 years – voucher for £300 and framed certificate

To not follow the medal route due to the expense – which may only increase due to the personalised element.

The value of the awards for 2024 would be:

First five years £150	(nine staff)
First ten years £200	(two staff)
First twenty years £400	(two staff)

(The two staff on twenty years would receive £350 of vouchers to celebrate their first five year, first ten years and first twenty years.) The total value of the long service awards would be:

2024	£1050
2025	£50 (just one on five years)

Janet Wheeler
Town Clerk

DIDCOT TOWN COUNCIL PETS AS PRIZES POLICY 2024

1. INTRODUCTION

This policy applies to all facilities and property owned or managed by Didcot Town Council.

2. BACKGROUND

Didcot Town Council manage buildings and outdoor spaces for a wide range of events including traditional fun fairs; fetes; fun days and other community occasions.

Didcot Town Council notes the concerns raised by the RSPCA regarding pets being given as prizes via fairgrounds and other channels. Goldfish are often put on display in stressful situations with inadequate oxygen. The fish may be in shock and often die from changes in water temperature when the prize goes to homes where there is no preparation to adopting a pet as a prize.

Didcot Town Council is happy to confirm that the operator of funfairs in Didcot do NOT give animals as prizes.

3. POLICY

Didcot Town Council therefore recommend to full Council an outright ban on the giving of live animals as prizes in any event that takes place on DTC land. The RSPCA or other authorities will be called to any situation that requires further intervention.

For adoption at the full Council meeting on 24th June 2024

Next review: Personnel and Administration Committee 2026



Personnel and Administration Committee

3rd June 2024

Report Author: Lucy Blake

Suggested Amendments to the Cemetery Rules and Regulations and the Memorial Policy for the Kynaston Road Cemetery

Introduction

1. This report asks the Committee to consider amendments to both the Cemetery Rules and Regulations document and the Memorial Policy.

Background

2. Didcot Town Council manages a 4-acre cemetery on Kynaston Road in Didcot.
3. All policies relating to the cemetery can be found on the website [here](#).
4. Point 3 of the current Memorial Policy states “All memorial work in the cemetery must be undertaken by a NAMM or BRAMM registered memorial mason on a date agreed with the Outdoor Services Manager”.
5. Point 20 reads that all memorials “must be fixed, or re-fixed in accordance with the National Association of Memorial Masons Recommended Code of Working Practice and all work must be undertaken by memorial masons who are registered on the British Register of Accredited Memorial Masons (BRAMM) or the National Association of Memorial Masons (NAMM)”.
6. The Council has queried the need of membership to these bodies after Stone Masons had contacted Officers, and were informed by NAMM of the following:

“Ideally a policy would state BRAMM or RQMF as BRAMM and the RQMF are both memorial fixers registers.

NAMM is a trade association which also administers the RQMF which is a memorial fixers register similar to BRAMM.

NAMM also provides technical support and memorial safety inspection training for burial authorities.”

7. As NAMM is a Trade Association it is recommended that points 3 and 20 of the Memorial Policy are amended to reflect this.

Legal Implications

8. Didcot Town Council has the power to maintain burial grounds under ss 9 and 10 of the Open Spaces Act 1906, and s 214 of the Local Government Act 1972.
9. s214 of the LGA 1972 also gives DTC the power to provide burial grounds.

Financial Implications

10. There will be no financial implications with amending these documents.

Risk Implications

11. Didcot Town Council have a duty to ensure all policies contain correct and up to date information.
12. All Memorial Masons are required to supply the Town Council with up to date copies of insurances, risk assessments and method statements for carrying out work in the cemetery.

Recommendation

13. The Committee should consider approving the amendments to points 3 and 20 of the Memorial Policy to read:

Point 3 - "All memorial work in the cemetery must be undertaken by a BRAMM or RQMF registered memorial mason on a date agreed with the Outdoor Services Manager".

Point 20 - "All memorials must be fixed, or re-fixed in accordance with the National Association of Memorial Masons Recommended Code of Working Practice and all work must be undertaken by memorial masons who are registered on the British Register of Accredited Memorial Masons (BRAMM) or the Register of Qualified Memorial Fixers (RQMF)".



Personnel and Administration Committee

3rd June 2024

Report Author: Lucy Blake

Ladygrove Fishing Association new agreement

Introduction

1. This report asks the Committee to consider a new agreement with the Ladygrove Fishing Association.

Background

2. Didcot Town Council entered into a 10-year agreement with Ladygrove Fishing Association on 2nd June 2014. This is due to expire on 2nd June 2024.
3. The agreement states:

“Didcot Town Council enters into an Agreement with the Ladygrove Fishing Association whereby the Club shall:

- Organise and run a club, fishing on the Ladygrove Lakes
- Maintain Club rules via formal meetings with minutes and use of Water Bailiffs
- Encourage and organise Junior membership and skills coaching sessions
- Keep detailed accounts of expenditure for annual audit
- Work in conjunction with the Council on site when agreed – e.g. the siting of swims, staging, and treatment of algae

The Council shall:

- Provide the facility in good order and maintain the water and the land
- Increase the planting within the lakes and adjoining land to improve the ecosystem
- Arrange for regular water quality testing
- Provide signs and a noticeboard for the club to use
- Annually make up the fishing permits and record sheets for sale by 1st April
- Bank permit income, the balance of which to be used for the long term benefit of the club in terms of permanent structures, improved access, more planting, new fish stock or water/fish health treatments as required, or any other mutually approved use

- Any permanent structures to come under normal Council contract conditions and procedures”
4. The Ladygrove Management Working Group discussed whether there was a need for a new agreement, and decided there was. Suggestions for ideas for the new agreement was requested. The suggestions received by the Fishing club, were as follows:
 - a) Clear, defined boundaries
 - b) More control of the decision making
 - c) Meeting rooms in the Civic Hall (x4)
 - d) Help with future grants and applications
 - e) Annual running cost fund - £7,000
 - f) A solid working relationship built on trust
 5. Members need to consider what responsibilities, if any, should be handed over to the Fishing Club regarding the management of the lakes.
 6. If work on site is needed, any work carried out by anyone other than DTC staff (if approved by the Council) will require full risk assessments, method statements and insurances. Only fully qualified people should be allowed to use equipment, such as chainsaws, at the lakes – evidence of this qualification will need to be shown to staff and the operator would need to ensure all correct PPE is worn.
 7. DTC’s insurance would need to be checked as to where the Council stands in allowing members of the club to use power tools at the lakes.
 8. If the Council were to award any annual running cost to the club, a full breakdown of what this would be spent on would be needed to ensure financial transparency.

Legal Implications

9. Didcot Town Council has the power to manage and control open spaces under ss9 and 10 of the Open Spaces Act 1906, and s 214 of the Local Government Act 1972.
10. Didcot Town Council is registered by the Cefas Fish Health and Inspectorate (FHI) under the Aquatic Animal Health (England and Wales) Regulations 2009 as an operator of an Aquaculture Holding at Ladygrove Lakes. This means that DTC must:
 - a. Notify the FHI in writing of any changes to ownership, waters, species present or if the fishery ceases operation within 90 days of the change.
 - b. Notify the FHI of any suspicion or knowledge that a listed disease is present in the fishery.
 - c. Notify the FHI or a veterinarian of any increased mortality in the aquatic animals within the fishery.
 - d. Provide assistance or information that may be reasonably required by the FHI in discharging its functions under the regulations.

To consider a new agreement with Ladygrove Fishing Association

11. DTC must apply for a site permit before introducing or removing fish from the site. These are permanent and free – the OSM is named as the contact on DTC's site permit.

Financial Implications

12. There would be an annual financial commitment should the Council approve to pay an annual running cost to the club. This would need to be factored in at future budget meetings.
13. Should any amendments be needed to the Council's insurance, charges may apply.

Risk Implications

14. Both parties will need to adhere to the agreement.
15. Should the agreement not be clear, there could be risks involved with the club carrying out work that is not authorised/needed etc.
16. There could be potential risk to visitors of the area if work is carried out without the correct assessments, knowledge, and qualifications.

Recommendation

17. The Committee is asked to consider a new agreement with Ladygrove Fishing Association. A first draft agreement is attached but requires input from Councillors – *please note, there are comments on this document for your attention.*

AGREEMENT

relating to

LADYGROVE LAKES, DIDCOT

between

DIDCOT TOWN COUNCIL

and

LADYGROVE FISHING ASSOCIATION



THIS AGREEMENT is dated XXXXX

FIRST DRAFT
PARTIES

- (1) **DIDCOT TOWN COUNCIL**, Civic Hall, Britwell Road, Didcot, Oxfordshire, OX11 7HN (**Lessee**)
- (2) **LADYGROVE FISHING ASSOCIATION** XXXXXXXXX (**Fishing Club**)

RECITALS

- (a) References to the **Council** and **Lessee** are references to Didcot Town Council in its capacity as lessee and local authority
- (b) References to the **Club** are references to Ladygrove Fishing Association

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Facilities: The Lakes at Ladygrove (one large, one small).

Necessary Consents: all consents, licenses, permissions, certificates, authorisations, and approvals whether of a public or private nature which shall be required by any competent authority for the Permitted Use.

Permitted Use: use as a fishing location by members of a certified Angling Club, and those with annual permits and day tickets.

Fishing Competition: fishing events open to members of the Fishing Club and non-members.

Usage Agreement Period: XX years - as set by the Council.

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate, or unincorporated body.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to all other genders.

1.6 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application, or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes or practice and guidance made under it.

1.7 A reference to **writing** or **written** excludes faxes.

1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to prevent such act or thing being done by a third party.

1.9 References to clauses are to the clauses of this agreement.

1.10 Any phrase introduced by the terms **including**, **include**, **in particular**, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. MANAGEMENT OF THE LAKES

2.1 The Council allows the Club to use the Facilities for Permitted Use during the Usage Agreement Period.

2.2 The Club acknowledges that:

- (a) The Club shall have no exclusive right of occupation of the Facilities and that no relationship of 'landlord and tenant' is created between the Council and the Club by this agreement
- (b) The Council retains control and possession of the Facilities, and the Club has no right to exclude the Council or any Council staff members, Town Councillors, or any contractor sent on behalf of the Council, from the Facilities
- (c) Use of the Facilities by the Club and its members will be allowed subject to compliance of the 'Rules for Fishing at Ladygrove Lakes'
- (d) All 'hard landscaping' work will be carried out by trained Council staff. The Club will be notified of what work will be needed and when it will be carried out. Some decisions for this work will be made by the Environment and Climate Committee, but any emergency work required under Health and Safety reasons, will be subject to authorisation from the Outdoor Services Manager, the Outdoor Services Supervisor, the Deputy Town Clerk, and/or the Town Clerk.
- (e) The Council will be responsible for the general maintenance of the site, to include routine grass cutting, tree and hedge pruning. Trees will be subjected to inspections by the Council's Tree Inspection contractor and any work to trees will be undertaken by trained Council staff or a Council's contractor.

Comment [LB]: Do Cllrs want the Club to be able to carry out any of this work?

Comment [LB]: Do Cllrs want to allow the Club to carry out general maintenance? Would permission need to be sought from the Council first? Risk assessments for every job would be needed to ensure the safety of members of public.

- (f) The Council reserves the right to close the lakes for fishing due to, but not limited to, adverse weather conditions, water level concerns and issues with disease and/or algae bloom.
- (g) This agreement is personal to the Club and is not assignable and the rights given by this agreement may only be exercised by the Club, and its members.

ANY WORK THE COUNCIL ALLOWS THE CLUB TO UNDERTAKE WITHOUT APPROVAL SHOULD BE LISTED. THIS COULD INCLUDE CUTTING BACK SMALL AREAS OF VEGETATION ETC. HOWEVER, ANY BACK OR SWIM WORK SHOULD PROBABLY BE THE RESPONSIBILITY OF THE COUNCIL, AS THE PUBLIC ARE THE ONES USING THE SWIMS AND WALKING THE BANKS.

- 2.3 The Club acknowledges that the Facilities are part of a public area to which members of the public have access and the Club accepts no liability for damage to the Facilities in respect of the actions or omissions of members of the public.
- 2.4 The Club shall maintain public liability insurance in respect of the Club and its activities and provide the Council with copies of this, and relevant risk assessments and method statements, annually.
- 2.5 The Council shall annually make up the fishing permits to be sold from 1st April each year.
- 2.6 Didcot Town Council is registered by the Cefas Fish Health and Inspectorate (FHI) under the Aquatic Animal Health (England and Wales) Regulations 2009 as an operator of an Aquaculture Holding at Ladygrove Lakes and is the only authorised authority to introduce and remove fish at the lakes.
- 2.7 Should the Club notice anything deemed an emergency, the relevant Officer at the Council would need to be contacted immediately.

3. WATER BAILIFFS

- 3.1 The Club shall provide up to six Water Bailiffs to patrol the lakes and check that only permitted anglers are using the Facilities.
- 3.2 Each Water Bailiff will be required to submit an application to the Council and will need to abide by the Water Bailiff Code of Conduct.
- 3.3 Each applicant will be required to undertake a DBS check. The cost of the DBS checks will be reimbursed to each Water Bailiff, by the Council, on receipt of a positive check.
- 3.4 DBS checks are to be renewed every three years.

Comment [LB]: If work on the banks were completed by the Club, this could potentially cause issues if there were to be any accidents. Ultimately the Council would be liable.

Comment [JW]: Item 2.3 contradicts the wish of the club to carry out works - "the Club accepts no liability" - as a public facility - DTC would be liable for the fishing club's works.

Comment [LB]: Should the Club be allowed to carry out work at the lakes, risk assessments will be required on an adhoc basis.

Comment [LB]: Instead of an annual running fee, could the Club potentially receive the income from the permits?

Comment [JW]: The Club need to indicate what they need the income for. At the moment they talk about a vague "running costs". If we give them a room to use for meetings - there cannot be a lot of running costs.

Comment [LB]: Potentially this registration could be transferred to the Club? However, this would mean that DTC would not have records on the fish movements.

Comment [JW]: I would be against this - DTC need to maintain the fish stock without hindrance and without interference. The only way this should happen is with a formal lease to the Club for the whole facility.

Comment [LB]: In incidents where this is 'out of hours' should the Club be given permission to act without consent, depending on the emergency?

Comment [JW]: Only with guide lines and not to put themselves in danger.

Comment [LB]: The DBS checks for water bailiffs could be covered by any amount paid to the Club, by the Council?

Comment [JW]: I would be happier paying for these so that they do not get forgotten.

Comment [LB]: Annually or every three years?

Comment [JW]: Three years

3.5 Successful applicants will have an identity card produced by the Council.

4. USE OF THE FACILITIES

4.1 The Fishing Club shall use reasonable endeavours to:

- (a) Ensure that members of the Fishing Club and all visitors of the Facilities on orders of the Fishing Club, keep the Facilities clean, tidy, and clear of all rubbish
- (b) Not use the Facilities other than for the Permitted Use
- (c) Not make any alterations or addition whatsoever to the Facilities without the prior consent of the Council
- (d) Not do on/in the Facilities or allow anyone else to do on/in the Facilities, anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council, members of the public, and occupiers of neighbouring properties
- (e) Not cause damage to the Facilities, the neighbouring areas, or any neighbouring properties

5. MAINTENANCE OF THE FACILITIES

5.1 The Council, as lessee, will maintain the Facilities to the standard and frequency applied to land owned by the Council, which will include:

- (a) Routine maintenance
- (b) Litter picking
- (c) Emergency maintenance
- (d) Hard landscaping

5.2 The Club is to ensure no vehicles are to be taken onto the land surrounding the lakes. Should an emergency and need for vehicles at the site arise, permission must be given, in writing, by the Town Council. This would be for a very limited period of time.

6. FINANCIAL ARRANGEMENTS

6.1 The Council shall pay the Club an annual running fee of £XXX. Subject to the Club providing the Council with a breakdown on what this sum would be used for.

6.2 The Club will need to ensure financial transparency with the Council regarding this annual running cost.

7. FISHING COMPETITIONS

Comment [LB]: Depends whether the Council wishes to allow the Club to carry out work etc

Comment [LB]: Should the Council decide on giving the Club an annual fee, the amount would need to be approved and then budgeted for, for the duration of the agreement.

Maybe just allow the Club to have the income generated from the permit sales? But this would need to cover the cost of the DBS checks on the water bailiffs.

7.1 The Club shall not organise any Fishing Competitions at the Facilities without first giving the Council prior notice and obtaining approval. These events will be limited to one a month. The Club shall provide the Council with a list of these dates so that they can be advertised on the Council's website.

7.2 The Club will provide the Council with risk assessments and method statements for each event. This needs to include confirmation of emergency contact and the approximate number in attendance.

7.3 The Council may give its consent, subject to any reasonable conditions that it feels appropriate.

7.4 The Club acknowledges that any consent given by the Council is a consent from Didcot Town Council acting solely as lessee and where any other necessary consent is required from a higher authority for the purpose of holding a Public Event (entertainment licenses for example), must be obtained by the Fishing Club separately.

8. INDEMNITY

8.1 The Fishing Club shall indemnify the Council and keep the Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from:

- (a) The rights granted to the Fishing Club under the terms of this agreement
- (b) Any breach of the Fishing Club's obligations contained in this agreement
- (c) The exercise of any right granted to the Fishing Club under the terms of this agreement

9. TERMINATION

9.1 This agreement shall end on the earliest of:

- (a) ~~XX~~ years from the date of this agreement
- (b) The expiry of any notice given by the Council to the Fishing Club at any time of breach of any of the Fishing Club's obligations contained in this agreement
- (c) The expiry of not less than 12 months' notice given by the Council to the Fishing Club, or by the Fishing Club to the Council

10. NOTICES AND CONSENTS

Comment [LB]: How long should the agreement run for?

Comment [JW]: Suggest five years at the most

- 10.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, sent by recorded delivery, or by email to Nathan Thompson (Chairman), with the read receipt option enabled.
- 10.2 Any notice or other communication shall be deemed to have been duly received:
- (a) If delivered personally, when left at the address or handed to the contact
 - (b) If sent by recorded delivery and the communication has been tracked and shown as received
 - (c) If the 'read receipt' has been received from the email
- 10.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 10.4 Where the consent or approval of the Council is required under this agreement, it shall only be valid if it is given by the Council in writing, signed by a duly authorised person.

11. LIMITATION OF OWNER'S LIABILITY

11.1 Subject to clause 11.2, the Council is not liable for:

- (a) The death of, or injury to the Club, its employees, volunteers, members, or invitees to the Property
 - (b) Damage to any property of the Club or that of the Club's employees, volunteers, members, or invitees to the Property, or
 - (c) Any losses, claims, demands, actions, proceedings, damages, costs, or expenses or other liability incurred by the Club, or the Club's employees, volunteers, members, or invitees to the Property in the exercise or purported exercise of the rights granted by this agreement
- *The Council shall in no way be responsible for third party claims arising from the activities of the Club, who must have public liability insurance policy to cover such claims*

11.2 Nothing in clause 11.1 shall limit or exclude the Council's liability for:

- (a) Death or personal injury or damage to property caused by negligence on the part of the Council or its employees, or
- (b) Any matter in respect of which it would be unlawful for the Council to exclude or restrict liability

12. RIGHTS OF THIRD PARTIES

12.1 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

13. GOVERNING LAW AND JURISDICTION

13.1 This agreement and any dispute or claim arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this agreement, or its subject matter or formation (including non-contractual disputes or claims).

The Council reserves the right to alter the terms and conditions of this agreement at short notice.

This agreement has been entered into on the XXX of XXX 2024.

Signed by:

Ladygrove Fishing Association

Name:.....

Position within the Club:.....

Signed:.....

Date:.....

Didcot Town Council

Name:.....

Position within the Town Council:.....

Signed:.....

Date:.....

This Usage Agreement will expire on XXXX.

ITEM 14 - PERSONNEL AND ADMINISTRATION COMMITTEE – PROGRESS REPORT

Meeting/minute	Item/topic	Up-date/status	Review date/meeting
Feb 2024 meeting	Long Service awards	Funded proposal	Quote received just before the meeting - £368.68 – Agenda item
Min 37 – October 2023	Employee Handbook full review	HR consultant to progress in new year	With the consultant
Min 37 – October	Review of all employment policies to ensure they complement the handbook	DTC to progress as the employee handbook review is completed	After consultant and P&A Committee approve the draft. On-going.
Min 44 – December	Setting up a Youth Council	Steering group to be set up	Cllr Jennings and Cllr Nohre to progress – motion going to full Council to set up a working group
Min 46 - December	Brief and costs for a self-guided app to promote local facilities	Not yet progressed due to work load	outstanding
November full Council	Motion to ban prizes of live animals on events held on DTC land	Not yet progressed due to work load	Agenda item
Min 72 – April	Community Liaison and communications improvement	Contact to Breakthrough Communications company to carry out a free “health check”	Company to be approached and health check booked