

**Internal Committee 12<sup>th</sup> March 2018**  
**Standing Orders and Financial Regulations Sub-Committee**  
**Agenda Item 7d**

Minutes of the meeting held on 13<sup>th</sup> February are attached. I have also attached a report of the advice received from a specialist lawyer regarding procedural (standing order) complaints and a recommended complaints procedure for future use.

The recommendations of the sub-committee are listed below, as is advice from the specialist lawyer (regarding recent complaints against Cllr Carter) to which we must adhere.

**Proposals and information:**

1. That there is no legal basis for further action against Cllr Carter for breaches of standing orders. Such alleged breaches are to be treated as a corporate complaint (complaint against the council).
2. The council should state that:
  - a) Unilateral actions by councillors are not binding on the council as a whole.
  - b) Only members duly authorised to act on the council's behalf will be allowed to negotiate with outside concerns.
3. That the recommended complaints procedure should be adopted with non-substantive changes to apply to TTC (item 8 in attached Minutes)
4. Changes should be made to standing orders to reflect selection of councillors (item9 in minutes)



Phil Burgess  
Town Clerk

Impact on Crime and Disorder	:	None
Impact on Bio-diversity	:	None
Budgetary Impact	:	None

**TENTERDEN TOWN COUNCIL  
INTERNAL COMMITTEE**

**Standing Orders & Financial Regulations Sub-Committee**

Notes of a meeting held at the Town Hall at 5.00pm on 13<sup>th</sup> February 2018.

<i>No</i>	<i>Item</i>	<i>Action</i>
1	<b>Present:</b> Cllrs. Mulholland, Nelson & Sugden. The Town Clerk was also present and took notes	
2	<b>Apologies.</b> Cllrs Knowles and Mrs Smith.	
3	<b>Declarations of interest.</b> None.	
4	<b>Chairman.</b> Justin Nelson was appointed chair.	
5	<b>Minutes</b> of the meeting held on 9 <sup>th</sup> Nov 2017 were approved.	
6	<b>Matters arising.</b> As below	
7	<b>Internal Complaints.</b> The Clerk had been referred to a legal specialist by KALC and a report on that issue is attached. In essence, there is no circumstance where a local council can impose a sanction on a councillor for a contravention of standing orders. Any complaints are to be treated as complaints against the council.	
8	<b>Complaints Procedure.</b> A comprehensive "model" complaints procedure (attached) had been supplied by the specialist lawyer and the committee agreed to adopt the procedure with non-substantive changes to suit the structure of TTC (such as changing chairman to Mayor or chair of staffing sub-committee, and amending the example at 6.3). The comments and suggestions form was thought to be a useful inclusion but the extra equal opportunities form did not perform a statistically viable function.	
9	<b>Standing Orders amendments.</b> The current standing orders would be amended as follows: Items 8a and b would be moved to 8b and c respectively. The new 8b to be preceded by the words: "In all cases other than election to the internal and external committees as in 8a above". New item 8a: Selection of members for both internal and external committees shall be drawn by lot. Half the elected councillors will be allocated to each committee. 3 substitutes will be selected to serve on the opposite committee in the event of absence. Volunteers will be invited for these positions. Should more than 3 councillors volunteer, lots will again be drawn to select substitutes from those volunteers.	
10	<b>Any other business.</b> None	
11	<b>Date of next meeting.</b> As required	



### Report – Complaints procedure for Standing Order sub-committee

KALC legal officer Clive Powell referred me to Ian Davison, a specialist lawyer, to resolve the disagreement we have at present over whether to form a sub-committee to consider breaches of standing orders.

The standing orders sub-committee was also keen to review our complaints procedure.

Ian Davison has produced a template for complaints which I suggest we as a council adopt.

I also queried with him the distinction between Code-of-Conduct Complaints (ethical) and standing order breaches (procedural) complaints. The former are clearly the territory of the Monitoring officer at Ashford. Procedural complaints, however, have no course of redress against the offending councillor.

To put this another way, aside from a successful complaint to the monitoring officer for a code of conduct complaint, there is no mechanism by which a sanction or punishment can be imposed on a councillor. The only choice available to residents in this respect is the ballot box.

Complaints of this sort (for instance the unilateral offer on a local property, or the talks with Wates unbeknown to the council) must be dealt with as a corporate complaint. They are regarded as a complaint against the council. The complainant should be notified that the result of such contact is not binding on the council and that the member concerned is not authorised to act on behalf of the council.

In the current case, the council needs to make a statement to outline the scope of authority of councillors, i.e. that only members duly authorised to act on the council's behalf will be allowed to negotiate with outside concerns.

Phil Burgess  
Town Clerk

## Internal Committee – 12th March 2018

### Ceremonial Beacon

#### Agenda Item 8

At a meeting of Highways and Amenities committee in March of 2017 (background paper attached below), the following was decided:

3144 **CEREMONIAL BEACON.** The Lions Club of Tenterden had expressed a desire to donate a permanent ceremonial beacon to the town, and it was **RESOLVED** that this offer would be accepted. It was **AGREED** that a maximum budget of £1,000.00 be allocated for the installation of the beacon. Consideration of the exact location of the beacon would be referred to the focus group which would be set up to investigate the reordering of Tenterden Recreation Ground.

I have enclosed a quotation from a metal worker to fabricate the metal constituents of the beacon as detailed in the Jubilee beacon shown below.. The purchase of the wooden pole and the construction of the beacon will be undertaken by our own maintenance staff. The Lions will contribute £1,200 towards the Beacon

#### Positioning of the Beacon

Our landscape architects, Ground Control, who are responsible for the focus group sessions, have advised that the positioning of the beacon can be decided prior to the final design as it is unlikely to interfere with that design and it can be easily moved if need be.

Consultation with Amanda Scott (open spaces officer at ABC) indicated that the beacon should be placed further south than originally intended as indicated on the enclosed diagram. This position will not impede the flow of pedestrians onto the recreation ground, will still be very visible from the road and will be sufficiently distant from the trees.

#### Planning Permission

The size of the Beacon is such that planning permission will be required and this increases the urgency as the beacon must be ready for the November 2018 Centenary of the end of the Great War.

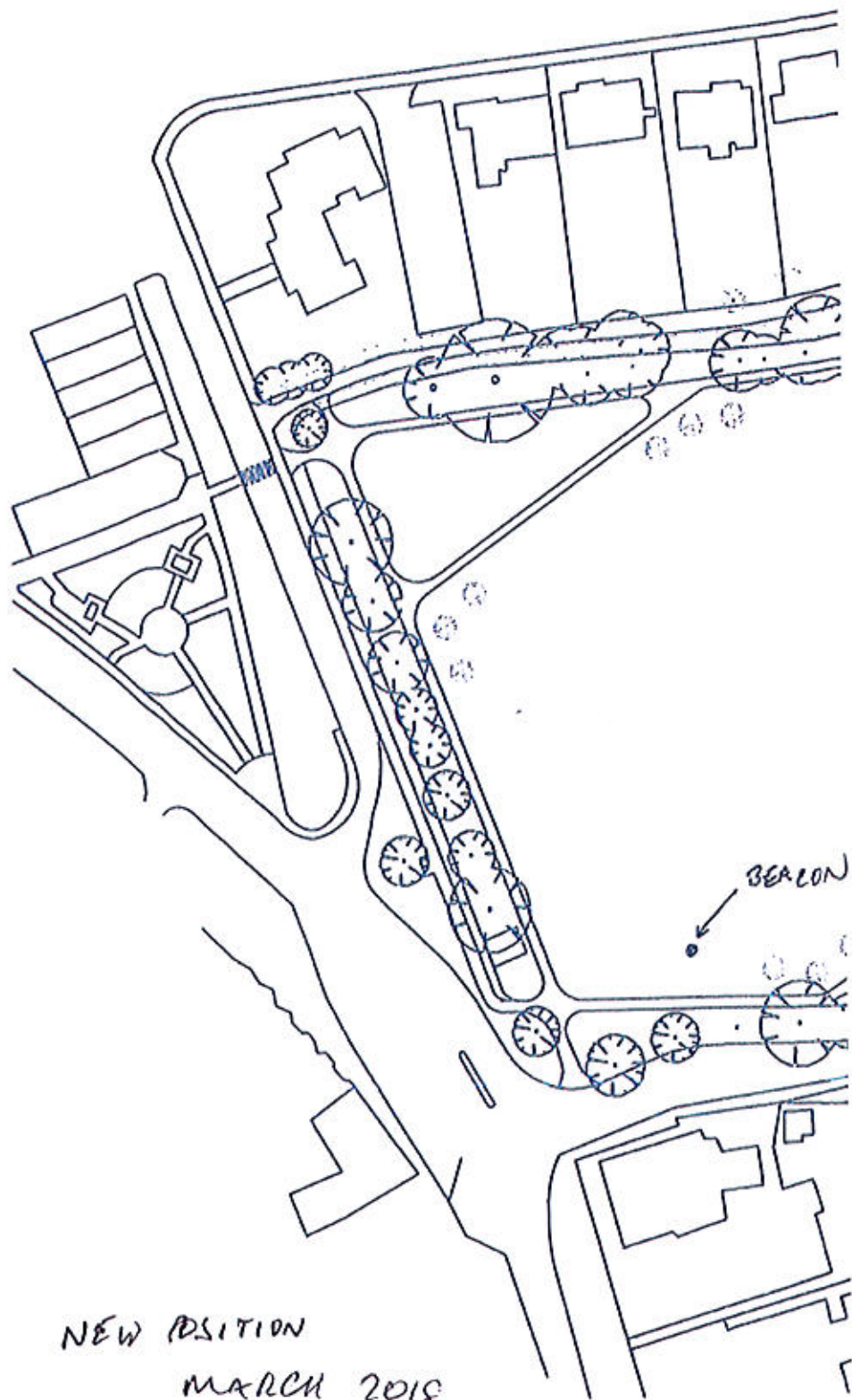
**Proposal:**

1. That the new position should be agreed.
2. That a planning application should be submitted
3. That the quotation should be accepted including the metal base plate which will facilitate moving the beacon should this be necessary later.



Phil Burgess  
Town Clerk

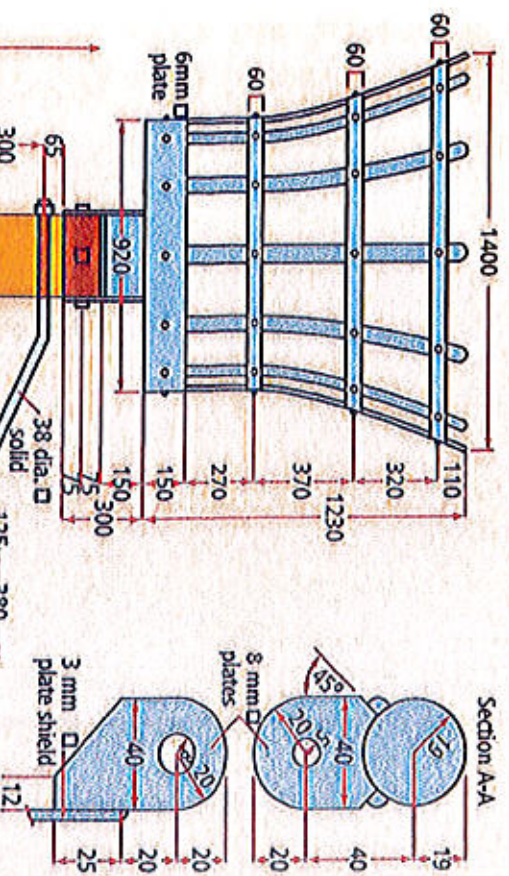
Impact on Crime and Disorder:	None
Impact on Bio-diversity:	None
Budgetary Impact:	Maximum of £1,000.00 for installation costs.



NEW POSITION  
MARCH 2018

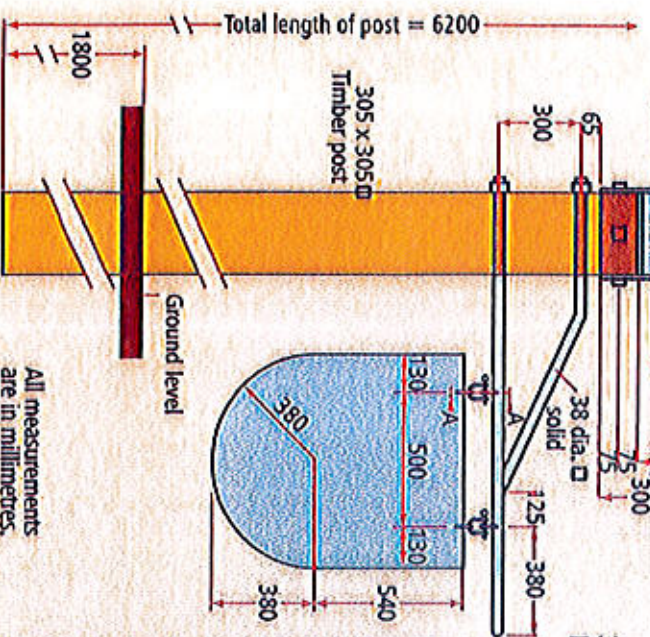


# Her Majesty The Queen's Diamond Jubilee Beacons June 2012



## Beacon Fragrier with Metal Shield

A beacon fragrier can be a more permanent fixture, perhaps sited in a country park or on a hilltop. If necessary it can be dismantled and stored for future use. Wherever its exact location, the beacon could become a local tourist attraction.



All measurements are in millimetres.

## Materials Required for Beacon Construction

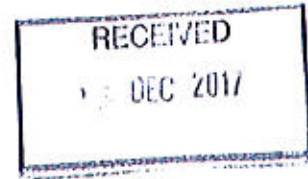
Wooden centre post consisting of 305mm x 305mm wooden post, 6.25 metres in length of which 2 metres goes into the ground:

- 1 x 920mm diameter steel plate
- 1 x 4 1/8 long 60mm x 5mm steel flat bar rolled into 1,330mm diameter ring
- 1 x 3,455mm long 60mm x 5mm steel flat bar rolled into 1,100mm diameter ring
- 1 x 2,985mm long 60mm x 5mm steel flat bar rolled into 950mm diameter ring
- 1 x 2,972mm long 150mm x 5mm steel flat bar rolled into 930mm diameter ring
- 12 x (approx 1,250mm long) 50mm x 5mm vertical bars (rolled to shape)
- 1 x 370mm x 370mm x 300mm high connection box welded to base of beacon
- 1 x hanging shield and support, 3 1/4 length of 38mm diameter solid steel rod
- 1 x 920mm x 700mm steel plate 3mm thick 4 x connection brackets 8mm thick (see detailed drawings, left)
- 2 x pint and loops





Mark Mealham  
Orchard Buildings, Chilmington Green, Ashford  
Kent TN23 3DL  
07775701445



Quotation

01/12/2017

Lions Club  
Tenterden

To fabricate metal beacon as per drawing

£1000

Metal beacon with metal plaque for signage

£1200

With option of metal base plate with strengthening gussets to bolt to pre  
cast concrete pad

£150

**Ceremonial Beacon**

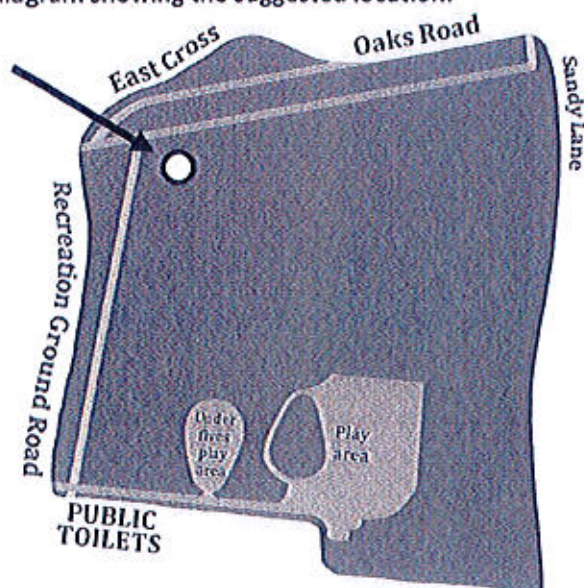
**Agenda Item 8**

The Lions Club of Tenterden wishes to donate a permanent ceremonial beacon (for use at jubilees etc.) to celebrate the centenary of the Lions movement and the 50<sup>th</sup> anniversary of the founding of the Tenterden branch.

Advice was sought from the Queen's Pageantmaster, who supplied the standard plans for a traditional beacon. These have been given to a blacksmith who has supplied a quote of £1,200.00 for the work. The Lions Club will meet this manufacturing cost, plus £100.00 for a plaque identifying it as being donated by them. The Town Council would need to pay for the installation of the beacon, which could involve outside contractors to sufficiently root the beacon into the ground.

It is suggested that a position of prominence near the High Street corner of Tenterden Recreation Ground be chosen as the location. This will allow ceremonial lighting events to be visible from the High Street, and will minimise possible vandalism (due to the relatively exposed position). Locating it on the Recreation Ground would allow for significant attendees at an event, if necessary.

Below is a diagram showing the suggested location:



**Proposal:** That the Lions Club is given consent to donate a ceremonial beacon, to be located on the north western corner of Tenterden Recreation Ground. A maximum budget of £1,000.00 to be allocated to installation if necessary.

Phil Burgess  
Town Clerk

Impact on Crime and Disorder:	None
Impact on Bio-diversity:	None
Budgetary Impact:	Maximum of £1,000.00 for installation costs.



**Internal Committee 12<sup>th</sup> March 2018**  
**Social Media - optimising the council presence and setting a policy**  
**Agenda Item 10**

I have attached Cllr. Nelson's notes of our meeting with Zoe Cairns, a social media consultant. Whilst we may not adopt all of her suggestions, many of the points listed below should boost the appeal of our social media presence and assist in raising awareness of council activities.

The other main aspect of a social media presence is to control our council's response and establish a structure for any postings connected with the council.

To this end, Zoe Cairns suggested a specialist lawyer dealing with Social Media Policies (see note 25 below). As a starting point Richard Harvey will approach a contact at Canterbury City Council (CCC) for permission to use and amend their policy. This will be used as the basis for our own policy.

**Proposal:**

1. That the suggestions of the social media consultant should be followed wherever practical
2. That the CCC policy be forwarded to a specialist lawyer to amend as appropriate to suit the needs of TTC



Phil Burgess  
Town Clerk

Impact on Crime and Disorder	:	None
Impact on Bio-diversity	:	None
Budgetary Impact	:	Legal Costs

## 2018-02-20 - TTC – Social media: JN’s notes from meeting – Zoe Cairns’s suggestions

Meeting with Zoe Cairns of ZC Social Media with Town Clerk, Deputy Town Clerk, Richard Harvey, JN

- 1 Continue to use Facebook as TTC’s main social medium: is used by an older demographic so more suitable for Tenterden than other outlets
- 2 Consider taking on an apprentice (at £4 per hour, full time except for 1 day at college, with grants available) to run social media for TTC – *TC doubts we could justify full time spent on social media and other opportunities limited*
- 3 Continue uploading press releases to the TTC website, then posting the headline, with an image and a link, on Facebook - use Bit.ly to shrink the link, so interaction can be analysed
- 4 Where possible, include links to the Facebook accounts of those mentioned in the press release.
- 5 Unlike at present, allow others to post to the TTC Facebook page – hostile posts can be hidden (except from the poster) and still replied to. If we want to encourage engagement, we have to let people post, but we can control what other people see
- 6 Add images to posts and keep the text in images below 20%
- 7 In ascending order, improved reach is generated by text posts < links < pictures < video < live Facebook
- 8 Include hashtags: #Tenterden as now, but also #Kent
- 9 Daily posts are good: any more will lead to overloading other people’s feeds
- 10 Unlike Twitter, do not repeat posts
- 11 Ask open questions; invite people to “Tell us what you think”; be brave!
- 12 Promote different areas of the town and community and facilities to encourage engagement (without treading on MyTenterden’s toes)
- 13 Use photos donated by professional photographers (duly credited) to provide attractive images – *can we get permission to use the Camera Club’s monthly calendar images to welcome each month?*
- 14 Consider themes for each weekday: Monday motivation; Tuesday tips; etc (again, without becoming too similar to other sites)
- 15 Promote different sections of the TTC website
- 16 Promote Town Hall weddings
- 17 Create a Facebook “event” for committee and council meetings – *link to agendas, perhaps*
- 18 Use Klout to measure social media influence – to justify time and resources spent
- 19 ZC will supply a strategy template
- 20 Use Google Analytics to identify the sources of visits to the TTC website, then focus attention on publicising to those sources
- 21 Publicise TTC’s Facebook page by posters/notices, on agendas, etc
- 22 Encourage visitors to the Town Hall to “check in on Facebook”
- 23 Plan fixed content (meetings, surgeries, events, etc) a month ahead; plan for weekly posting; check inbox daily (or every two days) to post in reaction to posts and comments from others
- 24 Try “Did you know ... ?” posts using archive material and existing photos
- 25 Social media policy: contact Amanda O’Kill at Furley Page in Canterbury – *and KALC and Richard’s contact at Canterbury City Council*



**Internal Committee 12<sup>th</sup> March 2018**  
**Assets Loaned to Museum**  
**Agenda Item 11**

I have received a request from Robin Wilkins, Honorary Treasurer to Tenterden and District Museum Association, to formalise our arrangement regarding loan of assets to the Museum.

The letter and agreement document are attached, and this format is in line with many other museums' policies.

Up to this point, the Town Council and Museum have simply agreed an asset list.

Once the agreement has been made we will still be able to request temporary return of items for display at the Town Hall and, if need be, terminate the agreement should we no longer wish to loan an item . Both of these scenarios would be exceptional of course.

**Proposal: That the loan of items should be formalised using the agreed form**



Phil Burgess  
Town Clerk

Impact on Crime and Disorder	:	None
Impact on Bio-diversity	:	None
Budgetary Impact	:	None



**Tenterden & District Museum Association**  
Station Road, Tenterden TN30 6HN  
Registered Charity Number 271353

Mr P Burgess  
Town Clerk  
Tenterden Town Council  
Town Hall, High Street  
Tenterden

Date: 5<sup>th</sup> February 2018

Dear Phil

Current 'best practice' for museums requires us to have in place a formal agreement with every donor for all items they have loaned to us. Our records show that Tenterden Town Council have kindly loaned to us the items listed in the Attachment. Last year we made a photographic record the most important of these items at your request.

It may be that circumstances have changed since you made the original loans and that you would like to change your mind about how you would like us to treat these items. Accordingly we can proceed with one of the following options for each item:

1. Return the loan item to you
2. Create a loan agreement for our continued use of the item/s on loan
3. Accept such items into our collection, as a gift, if you no longer wish to retain ownership of them.

On the assumption that you will want to retain ownership of all of the items and continue to make them available on loan to us, I have drafted a loan agreement for the items, modelled on the standard agreement made available to us by the Arts Council. I have provisionally set a loan period of 10 years in order to minimise work between our two organisations, but the period can be set at any length you choose.

I would be grateful if you could confirm for me how you would like to proceed in respect of the loan items by letting me know which of these options is most preferable to you. You may contact me on email using my email address [robinwilkins12@gmail.com](mailto:robinwilkins12@gmail.com) by calling me on 01233 851072, or by writing to me at the Museum address above.

We are most grateful to the Town Council for loaning us these items and whichever option you choose would like to express our heartfelt thanks for your longstanding contribution to our museum collection.

Yours sincerely,

Robin Wilkins  
Honorary Treasurer, Tenterden & District Museum Association



## **Attachment – list of items on loan**

### **Weights and measures**

- 1 11 items including box of small weights and set of money weights. Standard yard.
- 2 3 market scales, 4 measures, 7 brass weights.
- 3 3 weights made by bell founders.
- 4 Inspectors box containing 3 embossing stamps and spaces for small weights in wood block.

Bronze, Elizabeth I Gallon Measure, dated 1601

### **Maps, photographs, documents and books**

7 photos (6x opening of Tenterden Cricket Club Pavilion 1970; 1x team at Kennington Oval). To be kept with rest of Cricket Club records

Photograph of Edward Howard, J.P. born 1844 died 1932, owner of tannery, 6 times Mayor of Tenterden (framed photograph).

Original map used by Hasted of Hundreds of Tenterden, Oxney and Ham, Blackborne circa 1778

Book: "Charter of the Cinque Ports", 1728 by Samuel Jeakes

12 Photographs of Tenterden 1921-1930 (sent to the Town Hall by Mr J Graham, 18 Moor Lane, Bedford)

Large framed print of Caxton and Edward IV 1477 – dedicated to the Caxton Celebration Committee 1877

- 1 Proclamation of accession of King George VI. Broadsheet printed Dec 1936
- 2 Proclamation by the King re. Coronation Ceremonial. Broadsheet printed Dec 1936
- 1 Bookplate - James Haffenden, Tenterden
- 2 Bookplate - Edward Curteis, MD Tenterden

### **Miscellaneous**

Town Crier's Bell, 1893

Mayor's robe (replaced by a new one in 1978)

Gown, black, Magistrated (City of London Type c. 1880)

PLAQUE of Old Scituate Light, 1810

### **Trading tokens (7) with descriptive notes and correspondence**

- 1 1667 halfpenny James Mead
- 2 John Reader (similar date)
- 3 1668 halfpenny: John Church
- 4 1796 Tenterden halfpenny – around run "Birmingham, Redruth, and Swansea"
- 5 1796 3x Tenterden halfpenny – usual inscription around rim i.e "Payable at I&T Cloake's Brewhouse"



# Tenterden & District Museum

## LOAN-IN FORM

LOAN NO. 1

<b>Lender's Details:</b> <b>Name/Organisation:</b> Tenterden Town Council <b>Address:</b> Town Hall, 24 High Street, Tenterden, TN30 6AN <b>Telephone:</b> 01580 762271		<b>Loan start date:</b> 05/02/2018	<b>Loan end date:</b> 05/02/2028
		<b>Purpose of Loan:</b> Display, as part of Museum collection	
		<b>Premises that loaned item(s) will be kept at:</b> Tenterden Museum, Station Road, Tenterden	
<b>Contact at lending institution:</b>	Name: The Town Clerk  Telephone: 01580 762271  Email: townhall@tenterdentowncouncil.gov.uk		
<b>Contact at borrowing institution:</b>	Name: The Museum Curator  Telephone: 01580 764310  Email: enquiries@tenterdenmuseum.co.uk		
<b>Details of item/s to be borrowed:</b> See list of items in Attachment 1			
<b>Special conditions of loan:</b> None			
<b>Transport &amp; Packing:</b> Not applicable			
The form of acknowledgement of the Lender as given on labels, publicity etc. will be as follows: No specific form of acknowledgement.			
The Lender agrees that s/he has full authority and power to enter into this agreement, to loan the item(s) listed in Attachment 1, having read and accepted the conditions specified herein:  Name (please print):  Signed:  Date:			
The Curator, Tenterden & District Museum, agrees to borrow the item(s) described, on acceptance by the Lender of the conditions specified herein:  Name (please print):  Signed:  Date:			





# Tenterden & District Museum

## Agreement for Loan to the Collection

Loan No: 1

An agreement made on the 5<sup>th</sup> day of February 2018 between Tenterden Town Council ('the Lender') and Tenterden & District Museum Association ('the Borrower').

The Lender agrees to lend without charge, to Tenterden Museum, the items listed in Attachment 1, and the Borrower agrees to accept the loan on the following conditions:

### Legal Ownership of the Loan

The Lender must confirm that they are the legal owners of the loan item(s)

1. The Lender declares that they are the absolute legal owner of the Loan items with full powers to agree the Loan. They furthermore declare that no portion of the Loan was acquired by illegal or unethical means, which may compromise the Borrower.

### Duration of the Loan

Agree the duration of the loan. For longer term loans it may also be necessary to agree the intervals at which confirmation of the loan is required.

2. The loan is for a fixed period of 10 years with no additional confirmation required to ensure satisfaction and up to date contact between the Lender and Borrower. The Loan may be extended by mutual consent at the end of the loan period.

### Costs

Agree who will pay any costs, for example packing and transport.

3. The Lender will meet any reasonable cost of packing or transport to and from the Museum's premises at the beginning and end of the loan period unless otherwise agreed at the time.

### Care

Agree the standard of care for the loan item(s). It is important to agree the following points:

- the condition of the loaned item(s)
- any specific requirements for the loaned item(s)
- a list of the items to be loaned
- where the loaned item(s) will be kept
- if loaned item(s) may be removed by the Lender
- that loaned item(s) will receive the same care as items in the Museum's permanent collection
- whether conservation work can be carried out on the loaned item(s)

4. It is agreed that the Loan items in Attachment 1 are all in a suitable physical condition for loaning. Since many of the items have been on loan since the Museum was founded, the requirement for a condition report is waived.

5. The Lender will notify the Borrower of any specific environmental, handling, security or display requirements for the Loan item(s).

6. The full list of items on loan are included as Attachment 1.





## Tenterden & District Museum

7. The Loan item(s) will be housed at Tenterden Museum, Station Road, Tenterden, on display or stored at the Borrower's discretion. The Loan item(s) will not be removed from the Borrower's premises except in an emergency, or with the express written permission of the owner.

8. During the period of the loan agreement, the Lender may temporarily remove Loan item(s) if written consent from the Borrower is given. The Borrower's responsibility and liability for any Loan items cease to exist during this period and insurance cover or associated costs will be the responsibility of the Lender.

9. The Borrower shall at all times take the same care and precautions for the protection of the Loan item(s) during the duration of this Agreement and whilst in its custody as it does for items in its permanent collection.

10. The Loan will be monitored while in the Borrower's care and the Lender will be notified of any loss or damage. The Borrower may take necessary emergency remedial action to protect the object from further damage/danger. No subsequent repair, restoration or conservation will be undertaken without written permission from the lender.

11. Any method of repair, restoration or conservation will be agreed in writing between the Borrower and the Lender. All conservation expenditure will be agreed with the Lender before any work is undertaken or contracted.

12. For the Loan item(s) to remain in the Borrower's care, any remedial or preventative conservation work should meet acceptable museum practice standards. If the Lender is not in agreement with conservation work on any individual item proposed by the Borrower, or the Lender authorises work that does not meet acceptable museum practice standards, the Borrower shall have the right to end the loan of that item with immediate effect and return the object to the Lender, at the Lender's cost.

### Valuation and Insurance

Agree a valuation for the collection and insurance.

13. A valuation for the Loan item(s) may be advised by the Lender.

14. If insurance for the loan item is required, this will be the responsibility of the Lender since the Borrower will not insure the Loan item(s) whilst it remains in its care.

15. The Borrower does not accept liability for natural deterioration of any Loan item(s) and if cause of any deterioration is in doubt, an independent conservation opinion can be obtained at the Lender's expense.

16. The Lender may have reasonable access to any Loan item(s) upon providing reasonable advanced notice. Any damage caused to any Loan item(s) during the Lender's visit will be the responsibility of the Lender.

### Display

Agree the conditions for displaying the loan

17. The Borrower does not guarantee to display items lent to it.

18. The Borrower will have absolute discretion on all matters of display and/or study or research access, including the location within the public galleries, the method by which the material is displayed, the content of any accompanying text and the choice of any photographs, unless specifically agreed otherwise with the Lender.





## Tenterden & District Museum

19. The Borrower will not operate Loan item(s) without the prior written consent of the Lender.

### Crediting

20. The Lender will be acknowledged in all reproductions of any the Loan items and exhibition labels, at the discretion of the Borrower, unless the Borrower is informed otherwise. Any third parties who have contributed to the acquisition of the item may also be acknowledged, for example, benefactors, trusts, sponsors, grant bodies.

21. Lender's preferred credit line:

.....  
.....  
.....

### Photography

Agree whether photography of loaned item(s) will be allowed and in what circumstances

22. The Lender acknowledges the right of the Borrower to photograph Loan items unless otherwise agreed. The Borrower may also make available photographs of Loan items and information about the Loan item(s), subject to further permissions, consents and releases from rights holders and any other third parties as required, for the purposes of the Borrower's collections management, display, website and intranet use, education, publicity, marketing and publications, as well the non-commercial uses of any of its sponsors.

23. The Lender acknowledges the right of the Borrower to allow members of the public to photograph Loan items for their non-commercial research or private study purposes only. In all cases, the Borrower takes full responsibility to ensure that these restrictions are communicated to the public at all times by the inclusion of suitably worded notices.

24. The Lender acknowledges the right of the Borrower to allow members of the Press and Media to photograph Loan items for current news reporting, criticism and review purposes only.

25. Any photographs taken by the Borrower for the purposes as noted in clause 22. above remain the copyright of the Borrower. Photographs taken for any purposes other than those in Clause 22. above shall be considered in advance upon receipt of a request in writing from the Borrower.

### Third Parties

Agree that loaned item(s) will not be lent to third parties

26. Objects will not be lent to a third party without the prior permission of the Lender.

### Termination

Agree the conditions for terminating the loan

27. The Borrower acknowledges the right of the Lender to end the Loan Agreement, having given reasonable written notice (a minimum of three months) to that effect. The Borrower may likewise terminate the Loan Agreement giving at least three months written notice of intent.

28. Upon termination of this Agreement, for any reason, the Lender shall be responsible for collecting the Loan within an agreed period and paying for any packing or transportation costs this may incur, unless otherwise agreed.





## **Tenterden & District Museum**

29. At the expiration of the Agreement the Lender will be contacted in order to decide whether the Loan will be renewed or if the Loan collection will be returned to the Lender. This contact will be in the form of a written letter, sent first class mail or email, to the last known address. If no reply is received within three months from the date of the communication, the Borrower will take reasonable steps to trace the Lender. If such action is unsuccessful, the Borrower will, after a further nine months, deem that the Lender has made an unrestricted gift of the Loan collection to the Borrower. The Borrower then reserves the right to accession the collection into its permanent collection or dispose of it as it sees fit. If so decided by the Borrower, any legal or other fees relating to re-establishment of contact shall be payable by the Lender.

### **Ownership**

Agree conditions should the ownership of the loaned item(s) change
--

30. The Lender agrees to inform the Borrower of any change of address or contact details.

31. The Lender agrees to inform the Borrower of any change of ownership of the Loan. This Agreement is binding on all heirs and successors to the title of the Loan collection. Any new owner will be required to establish proof of ownership, prior to any return of any Loan items.

### **The Agreement**

32. The Borrower shall be liable for and shall indemnify the Lender fully against all actions, costs, claims, demands, expenses, losses and liability whatsoever without limitation howsoever arising under any Statute or at Common Law in respect of any loss, damage, injury or death whether of direct, indirect, special, incidental or consequential nature which arises due to the neglect or default of the Borrower whether wilful or otherwise or which arises out of the failure to execute in whole or in part or breach of any obligations under this Agreement except insofar as such damage or injury shall be due to the negligence or breaches of this Agreement by the Lender.

33. The Lender shall be liable for and shall indemnify the Borrower against all actions, costs, claims, demands, expenses, losses, proceedings and liability whatsoever without limitation howsoever arising under any Statute or at Common Law in respect of any loss, damage, injury or death which arises due to the neglect of the Lender whether wilful or otherwise except insofar as such damage or injury shall be due to the negligence or breaches of this Agreement.

34. This agreement will be deemed void if any condition is broken and the Loan collection may be returned to the Lender immediately.

35. The Borrower will keep any personal details in accordance with the Data Protection Act.

36. Any dispute between the parties to this Agreement on any matters arising out of this Agreement shall be referred to by either party for determination by a single arbitrator under the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof such arbitrator to be appointed by agreement between the parties or in default of agreement within twenty-eight days by the Chartered Institute of Arbitrators.

37. Neither party shall assign or otherwise transfer any rights or obligations under this Agreement without the prior and written consent of the other party.

38. The validity, construction and performance of this Agreement shall be governed by English Law.

39. This Agreement may be executed in two counterparts each of which shall be deemed an original but both counterparts shall together constitute one and the same Agreement.





## Tenterden & District Museum

### Attachment 1 – list of items on loan

#### Weights and measures

- 1 11 items including box of small weights and set of money weights. Standard yard.
- 2 3 market scales, 4 measures, 7 brass weights.
- 3 3 weights made by bell founders.
- 4 Inspectors box containing 3 embossing stamps and spaces for small weights in wood block.

Bronze, Elizabeth I Gallon Measure, dated 1601

#### Maps, photographs, documents and books

7 photos (6x opening of Tenterden Cricket Club Pavilion 1970; 1x team at Kennington Oval). To be kept with rest of Cricket Club records

Photograph of Edward Howard, J.P. born 1844 died 1932, owner of tannery, 6 times Mayor of Tenterden (framed photograph).

Original map used by Hasted of Hundreds of Tenterden, Oxney and Ham, Blackborne circa 1778

Book: "Charter of the Cinque Ports", 1728 by Samuel Jeakes

12 Photographs of Tenterden 1921-1930 (sent to the Town Hall by Mr J Graham, 18 Moor Lane, Bedford)

Large framed print of Caxton and Edward IV 1477 – dedicated to the Caxton Celebration Committee 1877

- 1 Proclamation of accession of King George VI. Broadsheet printed Dec 1936
- 2 Proclamation by the King re. Coronation Ceremonial. Broadsheet printed Dec 1936
- 1 Bookplate - James Haffenden, Tenterden
- 2 Bookplate - Edward Curteis, MD Tenterden

#### Miscellaneous

Town Crier's Bell, 1893

Mayor's robe (replaced by a new one in 1978)

Gown, black, Magistrated (City of London Type c. 1880)

PLAQUE of Old Scituate Light, 1810

#### Trading tokens (7) with descriptive notes and correspondence

- 1 1667 halfpenny James Mead
- 2 John Reader (similar date)
- 3 1668 halfpenny: John Church
- 4 1796 Tenterden halfpenny – around run "Birmingham, Redruth, and Swansea"
- 5 1796 3x Tenterden halfpenny – usual inscription around rim i.e "Payable at I&T Cloake's Brewhouse"



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**Internal Committee 12<sup>th</sup> March 2018**  
**Maintenance Facility – St Michaels Rec**  
**Agenda Item 12**

The plans had been submitted to ABC for pre-planning advice and the comments attached from ABC Planning department are very encouraging.

Where amendments have been requested, these have been addressed by the surveyors. The design reflects the concerns about anti-social behaviour and it is anticipated that there will be a monitored CCTV camera positioned on the north-western corner of the building to cover a large part of the recreation ground. The area to the back of the building will be protected by stockade fencing

CLlr Curteis has, however, raised the issue of access for a mobile stage (used for Tributes in the Park) and I referred the plans back for revision so that there is sufficient clearance for the vehicle plus trailer (6m x 2.3 & 10m x 2.4m respectively).

The revised plans should be ready for approval by the meeting date.

**Proposal:** That the plans should be approved prior to a planning application.



Phil Burgess  
Town Clerk

Impact on Crime and Disorder :	Beneficial with the addition of CCTV
Impact on Bio-diversity :	Slight
Budgetary Impact :	Earmarked reserve



1. The extension of a building off the existing toilet block away from the road, appears overall much more appropriate visually and functionally for the site.
2. The design and form overall is more sympathetic to the host building, site and is more acceptable visually for its context.
3. Whilst large, the bulk and in turn massing of the building is broke up through its form/variations and is for a purpose.
4. I note some trees would be lost, yet new ones planted, so should an application be made we would need to consider the amenity value of those trees affected.
5. Sport England would need to comment on such an application, given it relates to a playing field and there would be some useable area lost.
6. The elevations appear to show a continuous roofline which connects sympathetically in terms of the junction between the existing and new building, yet the block plan shows two hipped roofs meeting at the eaves levels.

**Internal Committee 12<sup>th</sup> March 2018**  
**General Data Protection Regulations – Provision of Services**  
**Agenda Item 13**

Steps have already been taken to ensure better security for our data with a cloud storage system.

The new act, which comes into force in May 2018 also requires that an independent data protection officer is appointed. It is also sensible that initial staff training is undertaken and ongoing specialist advice is sought. Four quotations have been requested and three responses are attached.

This is an important decision as we must ensure our compliance with the new legislation. Councillors may feel that it would be prudent to interview shortlisted candidates if there is no clear front-runner.

Satswana £500 p.a.

GDPRInfo £1350 p.a.

DPOCentre £5500 year 1, £3100 year 2 onwards – note this service only available to a cluster of councils

**Proposal: That a contractor should be appointed to handle data protection and if necessary interviews should be held to award the contract.**



Phil Burgess  
Town Clerk

Impact on Crime and Disorder	:	None
Impact on Bio-diversity	:	None
Budgetary Impact	:	Precept budget should be set for future



Dear Phil,

May I please say how impressed I was with your request to quote document, most helpful and professional!

This email is to confirm receipt of your interest which will be logged onto our system, and to advise the next steps.

It is our intention to assist you with a substantially online service, as per the details in the document inserted.

We are in the final stages of developing that, and in the interim period plan to contact all applicants during the coming school holiday.

We hope that we can meet several Clerks together, perhaps in a local hostelry, to go through final details with you. (But as a Silver customer we are happy to come to you individually if you wish).

In the meantime, please also find inserted a "template" impact assessment, suitably redacted, but containing details and headings which we think will apply to many Parish Councils.

Of course, some will not, and doubtless there are other headings that you might have that we have yet to discover!

But we hope that with this, and the information you have gleaned from courses, you will substantially be able to create your own assessment.

Any doubts, queries or additional points, then we are going to be happy to cover those when we meet.

So please be kind enough to wait for our call to seek your availability.

May I confirm that, as below PS, you fall into the "Silver" category of £500 per annum (please forgive generic text!!)

Best regards

Colin



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## **Impact Assessment for XXXXXX Parish Council**

Present, XXXXXXX, Clerk to the Council, plus XXXXXXX Chair of Parish Council and Colin Howard for Satswana

### **1 Outline**

XXXXXXX Parish Council is (please add description, such as large rural Parish Council ....)

### **2 Quick Read, the main points**

The Council is very competently managed by a Clerk with a strong awareness of compliance who had already given effect to many thoughts and requirements for change. She is supported by a technically aware Chairman who similarly did not need to be told what was required. It was noted that archives had already been transferred to long term storage, for instance. As with every such example of historic management, there is opportunity to increase the use of digital as opposed to paper forms, and encryption can be embraced. The Parish is registered with the Information Commissioners Office.

### **3 Personal data kept or processed**

Helpfully the Clerk had considered the "Discovery" document in advance.

#### **a) Councillor Contact Details**

It was considered that these were required in order for the Clerk to fulfil her duties; the information is collected for your specific legitimate interest

#### **b) Councillor declaration of interest**

It was noted that these were available on the website. Please consider whether this is a requirement, or whether appropriate access is available from the District Council.

#### **c) Employment and recruitment records**

These are locally held in paper form. Consider digitising for greater security and institute a retention policy. The Payroll is processed by (do you use a processor). XXXXXXX are retained as the Local Authority auditor. Both will require Processor agreements.

#### **d) Minutes of Meetings**





Archives have already been moved to XXXXX . Current minutes should be subject to your retention policy on site before being moved to archive.

**e) Correspondence / emails with individual local residents**

Everything is passed through the Clerk and under their control. Information that is passed on is redacted where appropriate to remove identifiable data. It is recommended that a move towards an encrypted document collaboration service is considered so that the content of any message remains in the possession and under the control of the Clerk. The email then only advises the existence of the content and it is examined centrally with a logged record of access

**f) Arrangements with volunteers**

Records are kept to allow the Council to contact volunteers providing services to the Parish such as xxxxxxxxx and in order to maintain appropriate insurance.

**g) Users of the recreation ground**

A paper record is maintained by the caretaker of organisations that use the ground, and invoices are similarly issued on paper. It is recommended that these be digitised. You considered whether this was a function that could be handled on a revised website. Currently the bookings are recorded on Google Calendar and it should be confirmed that this is on a server located within the EU.

You recorded that these paper records are retained by the Caretaker who manages the information at home. It is probably an unfortunate consequence of "progress" that this very practical solution has to be thought about. It is Council data that is outside your control. Can an alternative be made to work?

**h) Users of the Pavilion (Does this apply?)**

Users are as g) above but for indoor event rental. Since you are not allowed to profit from your asset you engage a community group to run the recreation ground and Pavilion, they must enter into a processor agreement. You do not use these lists for marketing.

**i) Contracts with individuals**

Service and work agreements with individual persons

**j) Contracts with Companies/Charities**

As i) Above but with a Company or Charity



**k) Bank details of contractors / suppliers**

Required for the payment of account to i) and j) above

**l) Trading Licensees**

The Councils collect fees from contractors licensed to supply local services or other duties, such as (Does this apply?)

**m) Electoral Register**

It was noted that a copy of the Electoral Register is held, but this is the responsibility of the District Council and no public access to it should be granted at the Parish Office

**n) Complaints to the Parish Council**

A paper record of complaints to the Council is held for a period of xxx years before being shredded. It is recommended that these be moved into a secure digital environment. Once disposed of, the only record that is kept is a note that a complaint was made, not the detail.

**o) Freedom of Information requests**

There is a statutory obligation to respond to requests, but once again it is recommended that these be stored and responded to in a digital rather than paper form. Apply your retention policy. You noted that any Councillor who retained a personal email account could be subject to having to disclose private details in the event of a FOI request.

**p) Licensees using private slipway (I know it does not apply, do you have anything like it?)**

A register of boat owners paying £xx per annum and issued with a key to use the slipway, digitise.

**q) Communications with other local authorities**

Essential communications with XXXXX and NALC, but consider please whether these can be conducted via a document collaboration medium, Could the use of an encrypted email service for sensitive information be employed?

**r) Communications with third parties**



Utility providers for instance, a document often used as a proof of identity and thus of a nature requiring security. Can the paper be scanned and reduced to a digital record?

**s) Legal proceedings or transactions with individuals**

Any legal firm involved or engaged must enter into a processor contract where data that is collected by the Controller is passed or shared with another entity. The records should be digitised and encrypted since the information may well be of a sensitive nature. (XYZ Lawyers to be contacted)

**t) Individual identified in the emergency plan**

Individuals similar to f) above, but a specific record of individuals who can provide resources such as a chain saw etc.

**u) Local Planning Applications**

Statutory local advice information, but plans should be examined at the District Council using online access

**v) Historical Parish Records**

Personal data does not apply to deceased persons, archive securely

**w) Burial Records**

As v) above, but it is noted that a lot of communication and transactions are made with people/family members who are living. Plots have been purchased in advance, contact with funeral directors and stonemasons etc., so perhaps these records could be digitised in time.

**x) General Communications**

It was noted that the Council used Office 365 and it was suggested that you consider the use of Sharepoint as a collaborative tool to retain control of content that might otherwise be distributed by email, use the email solely as a prompt. Ideally all Councillors should use dedicated email addresses. You considered that you might offer IT support to support this.

**y) Allotments**

You maintain a record of the names and addresses of allotment holders. These should be digital and encrypted.

**4 Publications produced**



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**a) Minutes and Agendas**

These are available on the public website. Please note that any papers distributed are shredded after the meeting, they are not retained by Councillors.

**b) Neighbourhood plan**

You have a working group who maintain a database of interest with regard to this. It was considered that this should come under the control of the Clerk who should maintain responsibility for Parish communications. (See 3 e) above).

**c) Standing Orders and Financial Regulations**

Model documents with no security connotations

**d) Notices, surveys, newsletters**

To include end of year accounts, dates of Parish meetings and the Asset Register. No security connotations, with sums under £500 consolidated as a service value. You are using Mailchimp to distribute your Newsletters. This is a convenient service, but once again we must establish the location of their server containing your database and ensure that a processor agreement is entered into.

You maintain a Facebook page, a policy that you are reconsidering.

## **5 Policies**

It was noted that the Parish maintained a range of policies regarding retention, privacy, codes of conduct etc. and that these public policies are available on the website. Note, this is an assumed position once the website is revised. Contact Satswana for draft policy templates.)

## **6 Website**

The website is maintained by (XXXXX) who is managing an upgrade to be provided by (please enter name of contractor) who must enter into a processor agreement as it is assumed that they would have access to data on the site. XXXX emphasised that the new site must be HTTPS. It was recommended that you consider the possible use of privileged login access to parts of your website where Parish information might be held, and also possibly a more secure area for Councillors to access resources.

## **7 Shredding**

The Council has a contract with xxxxxx for the secure shredding of all paper as required by the Clerk. They must enter into a processor agreement since they have





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possession of your data for the period of time from collection to shredding. (This could be local, but I assume you would regard the shredding of data as being good practice.)

## **8 Retention Policy**

It was specifically noted that you had a (xxxx year) retention policy for all paper, and six years for accounts, as required by statute

## **9 CCTV**

We recommend that you publish a CCTV policy that makes it clear that you only examine an image in the event of an incident so as to limit the need for disclosure in the event of a Subject Access Request. We are to ascertain how the registration of your use of CCTV can be added to your existing registration.

## **10 Backup**

You currently have an excellent backup service to XXXXXX but their US presence may dictate a change unless they can offer you a data centre service within the European Union. On checking they state that Amazon has a data centre in Ireland, which can be selected in the Control Panel.

## **11 Action if you are breached**

If you become aware of a breach contact Satswana immediately by phone and/or email and they will report it to the ICO on your behalf as well as taking action to assist you to remediate the issue. You should maintain a record of any such breaches.

## **12 Password policy**

You should operate a policy whereby your password is complex and expires after 90 days. Seek support from (IT Supplier) to implement this. Please consider how you can recover user passwords in a secure manner with appropriate authorisations should you have to do so. This is particularly important if a PC or MAC is protected by encryption.

## **13 Policy documents**

There is an imperative created by GDPR to review almost every document, contract and policy design that will have built up over the years. The aim is to positively approach all your connections with the PR benefit that your actions in doing so bring to them, as in the protection of personally identifiable information. You will wish in most instances to include statements regarding the specific use of data and also a means of obtaining and recording their future consent to your requirements.

## **RECOMMENDATIONS**

- a) Review all supplier contracts and interactions with the aim of moving to a GDPR compliant wording that saves you work and ensures you are operating with consent
- b) Consider how you can use a revised and reconsidered privacy policy as a transparent message, on documents and your website
- c) Also GDPR places challenges on retention, if you had a policy (many do not) should it be revised? How does it link with the right to be forgotten? (Generally speaking less data is better data, which is not how the thinking used to be!)
- d) What is your policy in response to a demand that data should be deleted? Can you do so? Prepare a plan and publish it as transparently as possible, not least as a means of responding to aggressive subject access requests

You should consider the creation of an External Communications Policy to cover off your shared data requirements

### **14 Shared data**

Ensure that we have identified all external parties with which you have shared data, and that they have entered into appropriate processor agreements.

### **15 Subject access request**

We expect properly constructed policies and an active engagement with external parties to minimise the likelihood of aggressive and litigious SAR's, but if you do get one please contact us so that we can provide support in response.

### **16 Security and encryption**

It is recommended that you deploy encryption as a defence on all devices containing personal information. On a PC this can be achieved using Windows 10 Pro, with equivalent products available for Apple and Linux devices, please consult your IT provider for support. For sensitive emails consider always encrypting, either with the free Outlook option, or with an Enterprise product.

Wherever possible the Parish should own any access device, though the reality is that some Councillors may use personal machines and 365 will synchronise data with phones that may also belong to the individual. It is recommended that you review your code of conduct, and any acceptable use policies, to ensure that (at the very least) there is an awareness of the risks. Any use of USB sticks should be discouraged in favour of a document collaboration site, but if they must be used, then encryption must be deployed. (They are easy to lose, can contain a great deal





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of data, and the reputational damage might be severe, notwithstanding that the data may not be particularly sensitive.)

## **17 Summary**

The Parish has all the expected situations that will be found all over the Country from a historical structure that has developed over time, though you have embraced digital advances impressively. It is essential however to move further away from paper records into secure digital records, and to review your consent to hold data where required.



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#### Contract roles for Satswana Online service

This service is designed to provide an organisation that might be described as having a minimal data risk profile with a fractional DPO service where it is legally required because they fall within definitions of the Freedom of Information Act.

It is assumed that they will have received advice that they cannot act as a DPO themselves because of the competency and conflict of interest provisions.

It must be considered mandatory that the controlling executive has attended a training course to provide an understanding of the changes in privacy requirements from the original Data Protection Act to the General Data Protection Regulation 2016, or when applicable the Data Protection Act 2018.

The service is purely online.

Liaison with the organisation requiring a fractional DPO should be through a Data Manager who may be the controlling executive.

The Data Manager will register at the specialist web site ([www.dpo.uk.com](http://www.dpo.uk.com)) and choose between the Bronze (single PC) or Silver service (up to 5 PC's, no network).

Note: If they require personal attention they may opt for the Gold Service, but that is primarily designed for larger organisations with a network either on premise or in the cloud.

The formal basis of our service is that we act as a DPO as required by GDPR or DPA, providing a reporting and liaison link with the Information Commissioners office as required.

In addition our duties are as follows:-

- To satisfy the regulatory requirement for the organisation to have a nominated DPO
- To promote and maintain the currency of a plan to deal with any breach situation
- To be specifically available to deal with any breach concerns, and to ensure that any arising problems are managed
- To make available an email response service as a problem resolver
- To provide a reporting conduit to the ICO in the event of a breach
- To manage discussions with the ICO on behalf of their client

The Data Manager must confirm that they have attended appropriate training. A video will be provided – and an alternative will be confirmation that they have viewed it.





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The Data Manager then completes the online Impact Assessment and submits the completed document to Satswana online for audit.

It will be returned with recommendations and comments and any identified processor contacts will receive a Processor contract from Satswana on behalf of the organisation.

Note: It is assumed that many relationships will be common and thus standard templates will be delivered.

It is then the responsibility of the data manager to ensure that any recommendations are implemented, any policies adopted, and any requests for fresh consent sought. If they have not been then any subsequent support for a breach may be chargeable.

Thereafter they will complete an annual review that seeks to confirm their compliant state.

Dear Mr.Burgess

Many thanks for contacting us.

I've attached our DPO Services Information sheet for Parish Councils which I hope you will find informative.

We offer a *complete* Data Protection Officer service, where we undertake all of the required work; including the audits, producing the required policies / templates etc. and provide face to face support. We offer a centralised point for all of the people who want to make a data Subject Access Request (SAR) or similar to go through us in the first place; this is via our on-line portal (for which there would be a link on your website).

The areas we currently cover for Parish / Town Council work include East & West Sussex, Hampshire, Surrey, Berkshire, Oxfordshire and Buckinghamshire and it seems as though now we have had a number of requests from Kent Councils, so we have added them to our portfolio.

Due to the specification you have provided, we would charge £66 per month (+VAT) for the above services or a flat fee £750 per year (+VAT) - *(There may be an additional nominal mileage fee, due to distance/time) see below £1350 pa plus VAT*

*We do not offer a website based on-line tick box solution (having the Clerk to do all the work!), which we believe will not be accepted by the Information Commissioner's Office as a method of compliancy.*

We are currently suggesting that smaller parish councils may consider a *joint* Data Protection Officer acquisition (working together with other local parish councils), to reduce the costs.

This would allow companies such as ours to amortise some of the fixed costs we incur and offer a combined price which may prove to be more advantageous.

Please let me know if you enquire any further information or to arrange a free informal visit to discuss your requirements further?

With best regards

Richard Newell  
Director GDPR- info Ltd  
T: 01444 245415  
M: 07973 315815  
Dear Mr. Burgess

Following on from our quote from yesterday – in my haste, I accidentally omitted the monthly DPO fee of £50 (+VAT) per month for ongoing annual coverage.

I'm really sorry for my error. The total annual cost to your Town Council should have read £750 for the Audit / Report / Policies / Templates etc. & £50 / month for DPO



online / telephone assistance & legal updates, including all the items on our proposal sheet which I attached previously. (£1350/annum) +VAT.

I look forward to hearing from you in due course.

With kind regards

Richard Newell  
Director

# GDPR-info

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## Overview

GDPR-info are data compliance professionals who provide GDPR related help, advice and consultancy to small and medium businesses and local authorities.

We help organisations who don't have the necessary internal resources available to manage their GDPR compliance process in its entirety. We help them throughout the entire GDPR process from gaining initial awareness at board level through to conducting training, audits, and project management of the installation of any mitigations that need to be put in place.

The two directors of the company, Richard Newell & John Fowler have over 50 years of experience working as data compliance specialists with companies from many different sectors.

GDPR-info are registered with the Information Commissioners Office (ICO) our number is ZA306541.

## GDPR-info and Local Authorities

It has recently been announced that Local Authorities of all sizes will need to have the services of a data protection officer and that this officer cannot, in the case of the Parish Councils, be the Parish Clerk.

This is a service that GDPR-info is happy to provide and we will include the following services within our package

- **Data Audit**
  - Identify what data the authority has and classifying its sensitivity.
  - Identifying if this data is correct for the requirements of the council under the act.
- **Systems Check**
  - Provide an analysis of computer and phone technology being used and provide a report with requirements and recommendations to meet the requirements of GDPR.
- **Website check.**
  - Ensure that the local authority website meets the requirements of GDPR
- **Policy Provision**
  - We will provide the local authority with policies required for :
    - Data protection policy
    - Training policy
    - Information security policy
    - DPIA procedure
    - Retention of records procedure
    - Subject access request form and procedure
    - Privacy procedure
    - Complaints procedure
    - Audit checklist for compliance
    - Privacy notice



- **Training**
  - We will provide the relevant training to ensure that members of the local authorities are fully aware of GDPR and its relevance to them. (In order to reduce costs these will be carried out locally and may cover a number of authorities.)
- **Data Protection Impact Assessment (DPIA)**
  - Where a significant change is made to how data is used within the authority then in all likelihood a DPIA will need to be carried out prior to its implementation. Where this includes sensitive data this may need referring to the ICO for approval.
- **Subject Access Requests (SAR)**
  - We will provide the relevant documentation to manage the flow of SARs. We will help ensure that vexatious requests are minimised and handle any enquiries from the ICO regarding SAR requests.
- **Data Breach Reporting**
  - If you are unfortunate enough to experience a data breach we will be on hand to help determine if the breach needs to be reported and if so, the best way to handle the breach.
- **Named Individual**
  - An employee of *GDPR-info* would act as the named individual for the local authority during the period of contract.

The role of a data protection officer is likely to remain with us for many years to come and it must be remembered that it is not a one off operation and local authorities will need to evolve their GDPR compliance over time as their use of data changes within the community.

Data Audits will need to be carried out each year and wherever there is a significant change to the use of data in an authority, in all likelihood a Data Protection Impact Assessment will need to be undertaken before the change is implemented.

Hi Phil

Thank you for your email requesting a quote for GDPR services.

We can certainly provide you with the service you are looking for, together with the ongoing outsourced DPO service that you need, however given the need to deliver this service in the most cost-effective way, we normally deliver this in a group of multiple councils. If you please refer to [this table](#), you will see that the costs are based on your precept and involvement from specific numbers of other councils of your size, therefore if you can involve a sufficient number of your neighbouring councils, then the cost per council can be significantly reduced. That said, we would be happy to provide the service to you individually if that is your preference.

Currently, most of our work with councils is being delivered with the support of the associations of local councils in Suffolk, Hertfordshire and Bedfordshire, so they are helping to facilitate the size of groups we need. If you are unable to find other councils to involve alongside you, your country Association of Town and Parish Councils may be able to help you.

For your information, the year 1 figure indicated in the table includes the cost of providing an initial Impact Assessment service together with the provision of your first year's Data Protection Officer service.

The purpose of the 'Impact Assessment' is to gain a good understanding of the scope of your data, your compliance requirements and the number of additional 3rd party Data Processors that make up your data processing chain. This is achieved through a group meeting that includes the other councils mentioned above to broadly identify your various datasets (i.e. Council files, HR, finance, website etc) and the 3rd party Data Processors (accountants, solicitors, cloud / IT providers, HR or payroll agency, CCTV monitoring / site security etc etc) they involve.

Once the list of datasets is known, we then go into the much more detailed assessment process for each of them. Where we identify 3rd party Data Processors, they will be issued with a 'Confirmation of Compliance' questionnaire. This is necessary as it enables us to confirm that their level of GDPR compliance is sufficient for us to confirm your compliance.

The result of this exercise is a detailed report highlighting the GDPR specific issues for each dataset, along with a list of 'traffic light' based recommendations regarding further staff awareness, training and documentation requirements, process and procedure changes, additional security measures and data encryption solutions. This report will be presented back to you such that all the recommendations are understood and any further questions can be answered. This report then forms the foundation of the 'accountability' requirement detailed in [Article 5\(2\)](#), as well as the 'records of processing activities' required by [Article 30](#).

We then provide you with an ongoing outsourced Data Protection Officer service. Depending on your size, and in order to keep the cost of providing this service to a minimum, much of the ongoing compliance requirement is covered through periodic questionnaires that enable us to monitor your activities and update your accountability and compliance documentation. As we will also be the named DPO contact on your privacy policy, the fees indicated allow for contacts and queries from staff, parishioners and the ICO to be appropriately responded to.

As the Impact Assessment is a one-off task, the year 2 figure then includes just the time required to provide the DPO service.



I very much hope this provides the information you require, however if I can be of any further assistance, do please let me know.

Kind regards  
Rob

Robert Masson  
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Suggested category based on approximate Precept / Revenue	Category 1 <1500	Category 2 £1.5k - 5k	Category 3 £5k - 25K	Category 4 £25k - 100k	Category 5 100k - 200k	Category 6 £200k+
Impact Assessment, Identify Data Processors and review security in groups of	12	10	6	5	4	2
Outsourced DPO Service	6 monthly questionnaire, review and documentation update	4 monthly questionnaire, review and documentation update	3 monthly questionnaire, review and documentation update	3 monthly questionnaire, review and documentation update.	3 monthly group review and documentation update with annual on-site audit visits	3 monthly group review and documentation update with annual on-site audit visits
Telephone/email advice	1 every 2 months	1 per month	3 per month	6 per month	8 per month	10 per month
Cost per council - Year 1	£120	£220	£600	£1,200	£2,500	£5,500
Cost per council - Year 2+	£45	£100	£300	£750	£1,500	£3,100

**The DPO Centre Ltd**

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