

29th June 2020

AGENDA

Dear Councillor

You are summoned to a meeting of the:

**HR Committee
on Monday 6th July 2020 at 7pm
To be held online**

Membership:

Cllr Brett (East)	Cllr Nicklin (West)
Cllr Fraser (West)	Cllr Robbins (East) Chairman
Cllr Jeffries (Copheap) Vice-Chairman	Cllr Ridout (West)
Cllr Macfarlane (West)	

Normally, the HR Committee would meet in person and provide an opportunity for members of the public to attend. However, during the current emergency, this is not possible, and the Government have put in place Regulations that allow 'Virtual' committees to be convened and held to conduct local authority business.

The Council has adopted appropriate procedures to ensure the smooth administration of such virtual meetings.

If you wish to attend this meeting and contribute in public participation please contact admin@warminster-tc.gov.uk at least a day prior to the meeting to enable this to be facilitated.

If you wish to view the meeting please see the link on the Warminster Town Council Website www.warminster-tc.gov.uk in the meetings diary.

Copied to all other members for information.

Yours sincerely



**Fiona Fox BA (Hons) MCIPD FSLCC
Town Clerk and Responsible Financial Officer**

1. **Apologies for Absence**

To receive and accept apologies, including reason for absence, from those unable to attend.

2. **Declarations of Interest**

To receive any declarations of interest under Warminster Town Council's Code of Conduct issued in accordance with the Localism Act 2011.

3. **Minutes**

3.1 To approve as a correct record, the minutes of the HR Committee meeting held on 16th March 2020; copies of these minutes have been circulated and Standing Order 12.1 provides that they may therefore be taken as read.

3.2 To note any matters arising from the minutes of the HR Committee meeting held on 16th March 2020.

4. **Chairman's Announcements**

To note any announcements made by the Chairman.

5. **Questions**

To receive questions from members of the Council submitted in advance.

***Standing Orders will be suspended
to allow for public participation.***

6. **Public Participation**

To enable members of the public to address the committee with an allowance of three minutes per person regarding any item on the agenda and **to receive** any petitions and deputations. The chairman will read any statements submitted

***Standing Orders will be reinstated
following public participation.***

7. **Health and Safety**

The HR committee has responsibility, under its Terms of Reference for the management of the risk assessments. The regular reports, which have been carried out on a monthly, ad hoc and quarterly basis since the start of the municipal year are completed and areas for discussion are outlined in the attached review sheet for the period:

October 2019 – March 2020 inclusive.

March – to date: Covid19 risk assessment **(See attached)**.

8. **Renewal of council's HR consultancy contract**

The council has used the consultancy services of the HR Dept for over four years. The service includes, but not exclusively, telephone advice, regular meetings, employment law updates, attendance at council meetings. Full details are contained within the attached service agreement. There are no cost increases for 2020 – 2021 and the fee remains. £200 per month, £2,400 per annum. This represents good value and a continuity of service is strongly recommended. The fee falls within budget. **(See attached)**.

Recommendation: To re-new the appoint the HR Dept as the council's employment consultants from June 2020 – June 2021 inclusive.

Members to resolve.

9. Employer Local Government Pension Scheme contributions 2020 – 2023

Local Government Pension Scheme (LGPS) employer contributions have increased by .6% from 20.1% for 2019 – 2020 to 20.7% for 2020 – 2021 with effect from 1st April 2020. This is as a result of the fund's actuarial valuation. We have been advised that the rates for 2020 – 2023 are/will be:

2020 - 2021	20.7%
2021 - 2022	19.7%
2022 – 2023	18.7%

For members to note.

10. National Minimum Wage (NMW) and National Living Wage (NLW)

The NMW is the minimum pay per hour to which most workers aged 16 to 24 are entitled. For workers 25 and over it is called the NLW.

The rates for 2020 – 2021 are:

April 2020	
25 and over	£8.72
21 to 24	£8.20
18 to 20	£6.45
Under 18	£4.55
Apprentice	£4.15

These are the rates paid to seasonal workers.

For members to note.

Confidential session pursuant to Section 1 (2) of the Public Bodies Admission to Meetings) Act 1960; the Council, by resolution, may exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings.

11. Staffing Matters

- 11.1 To receive legal advice. (The clerk will make the documents available to members).**
- 11.2 To receive for decision staffing issues contained within the clerk's report (Committee members see attached).**

12. Communications

12.1 The members to decide on items requiring a press release.

12.2 The members to confirm their spokesperson for any item listed on the agenda to report on the Council's decision if required.

Minutes from this meeting will be available to all members of the public either from our web site www.warminster-tc.gov.uk or by contacting us at Warminster Civic Centre.

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Municipal Year 2019–2020: Q3 +Q4

**Risk Assessment – outstanding actions from quarterly review
October - December 2019 and
Jan-March 2020.**

BLACK: notes from last meeting **RED: update from last meeting** **BLUE: new items**

Cemeteries/Churchyards

- There are still unresolved issues following the closure of the Minster churchyard during the mid-1980's. The Clerk held a meeting with officers from Wiltshire Council to discuss the best way to clarify this situation. On-going. This item will be further investigated under delegated services.

Lake Pleasure Grounds

- Maintenance work has been carried out on paths in the Lake Pleasure Grounds

Public Conveniences

- The door in one of the toilets in the Lake Pleasure Grounds was replaced in September.
- Locks on two doors of the toilets in the Lake Pleasure Grounds was vandalised in December and has been replaced.

Play Areas

- A report on the condition of the 8 play areas to be leased from Wiltshire Council was commissioned and tenders sought for repair and renewal work.

Street/Footway Lighting

- No issues

Civic Centre

- No issues

ICT

- No issues

Cyber and compliance: Members moving to .gov.uk email addresses is ongoing.

COVID 19

This has resulted in the closure of the play areas, the skatepark, the tennis courts, the public conveniences, and the Civic Centre.

All locations have been signed as closed. Closed probably means there is a smaller risk to the council although it is not eliminated.

COVID 19 2020 - 2021 April to date

CCTV – The CCTV control room was assessed. Extra hygiene and cleaning measures were now in place. As CCTV consists largely of lone working it was deemed safe to allow staff to work when necessary.

Civic Centre – The Civic Centre was risk assessed. Extra cleaning and hygiene measures were put in place. Additional protections such as hand sanitiser, disinfectant wipes, disposable gloves and facemasks were provided. Workstations were socially distanced. Staff usage has been staggered as much as possible to minimise the number of staff in at any one time.

Skatepark – The Government change the guidance for skateparks and the council risk assessed the Lake Pleasure Ground's skatepark and concluded it was reasonable to reopen in line with the advice from the skateboarding national organisations from Wednesday 13th May 2020. The Council also took into account the problems associated with not reopening the skatepark and probable unauthorised use.

Skatepark limits:

Maximum of 10 users in the skatepark only one person to complete a run at a time. No congregating with other people in any circumstances. 12 more detailed guidelines were circulated.

Additional signage was put up with more detailed guidelines, these were also circulated via social media, the council website and a media release.

Tennis Courts - The Government change the guidance for tennis courts and the council risk assessed the courts in the Lake Pleasure Grounds and concluded it was reasonable to reopen them in line with the advice from the Lawn Tennis Association from Wednesday 13th May 2020.

Tennis courts limits:

- Maximum of two people per court (singles play only). Players can be from different households
- The only exception to the above is where a group of four players are all from the same household in which case, they can play doubles.

Additional signage was put up with additional guidelines, these were also circulated via social media, the council website and a media release.

Pavilion Café

The Café was undergoing a refit. Once restrictions allowed this to be completed, staff painted the Café. Extra cleaning and hygiene measures were put in place. Additional protections such as hand sanitiser, disinfectant wipes, disposable gloves and facemasks

were provided. The Café re-opened providing a takeaway service only. There is no food preparation (ie toasties) and a protective screen has been installed. Customers are not allowed inside the café and the café seating is being stored inside the café and is not available for customers. Most of the trade has been ice-cream and drinks. Payments are mainly contactless. Social distancing is applied for customers and staff.

Public Conveniences

Ongoing conversations have been had with the contractors about the possibility of reopening public conveniences. The main stumbling block is the difficulty of cleaning the toilets frequently, so they are safe. Other issues include the potential risk associated with hand dryers, paper towels, social distancing, and that the toilets are prone to vandalism and theft.

While the Government is encouraging councils to open public toilets, the risk remains with individual councils. All have different facilities with different issues to address.

The option that seems most realistic is opening the toilets in the Lake Pleasure Grounds and cleaning them twice a day and reopening only the disabled toilet in Central Car park.

Government advice attached for your information.

Play Areas

Ongoing conversations have been had with the contractors about the possibility of reopening play areas. One area of difficulty has been the safety of staff undertaking safety inspections, so inspections have been visual only. The other main one is the difficulty of cleaning equipment so that it is safe. This is a challenge and we are liaising with Wiltshire Council and Idverdi to see how best to mitigate the risk.

Tom Dommett
29.06.2020

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22nd July 2020

The HR Dept
Coombe Lodge,
Over Compton,
Dorset,
DT9 4DJ

And

Warminster Town Council
Warminster Civic Centre
Sambourne Road
Warminster
Wiltshire
BA12 8LB

AGREEMENT
For the provision of services

An HR Dept business owned and operated under licence
By Hunot HR

AGREEMENT

Date of Agreement: 22nd July 2020

Parties:

Hunot HR, company number 7112757 trading as The HR Dept, whose registered office is at Coombe Lodge, Over Compton, Dorset, DT9 4DJ (hereafter “**HR Dept**”)

And

Warminster Town Council, (hereafter called “**the Client**”, “**your**” or “**you**”)

Term

- 1 This agreement starts on the 22nd July 2020 and remains in force for one complete Calendar year.
- 2 The Agreement may be terminated by giving two months’ notice in writing which expires no earlier than the end of the initial term or any anniversary date.
- 3 If HR Dept wishes to increase the below mentioned monthly fee to become effective on or after the anniversary of this agreement, it shall give notice to the Client. If such notice is given by HR Dept, the Client may terminate the agreement on the anniversary date should they not wish to accept the price increase.
- 4 Until terminated under clause 2 or 15 or 22 or 23, this agreement will continue for a further complete calendar year at the end of the initial term or any subsequent anniversary date.

5 Advice Line

The Client engages HR Dept to provide human resources advice to assist the Client with the management of its employees. This advice is available between the working hours of 8am to 6pm from Monday to Friday. Provided that the Client has given all relevant facts to HR Dept, HR Dept will provide a response within a maximum of four working hours of the Client’s request. HR Dept will provide to the Client draft letters where appropriate. The Client shall consult HR Dept at least once before taking any action about an issue that they require assistance with. HR Dept shall provide, where appropriate, contracts of employment, self-employed contracts, zero hour or casual contracts, a handbook, additional policies, settlement agreements and performance management documentation.

- 6 HR Dept may record calls to the office for training purposes.

Insurance

- 7 As part of your membership of the HR Dept advice line service and under this agreement and, subject to acceptance of your insurance application form, an employment protection insurance policy will be arranged for you.
- 8 HR Dept is an Authorised Representative of Straight Solutions Ltd, an insurance intermediary that is authorised and regulated by the Financial Conduct Authority (FCA 315448).
- 9 Straight Solutions Ltd has used its skill and experience to design a policy we believe represents good value for money and has appropriate terms and conditions for a client who wishes to take and follow the specific advice of a HR Dept representative.
- 10 We emphasise that we have not carried out a full analysis of the market for insurance for individual clients ourselves. However Straight Solutions Ltd who are an FCA regulated intermediary and specialist in this sector have carried out extensive research to design and obtain the most suitable cover for all businesses like your own and we believe that the Advice Line insurance scheme will satisfy your demands and needs. If you wish to satisfy yourself concerning any details of the policy, please feel free to discuss the cover with Straight Solutions Ltd.

Demands & Needs Statement

- 11 On the basis of the information we have, your insurance demands and needs relating to employment are as follows:
 - a. During the course of your normal business activity your company / organisation will need legal advice and may need to defend or enforce your legal rights.
 - b. You wish to insure against the risk referred to in clause 11.1.
 - c. You wish to engage the services of our own HR Dept representative and solicitor to handle a claim that may arise under the policy.

- 42 Advice Line insurance is designed to indemnify you for legal costs and compensation awards in respect of employment disputes up to a limit of £250,000 any one claim and £1m any one year, subject to the terms of the policy which will be provided. These terms will include the requirement for the Client to pay an excess for any claims made (see policy document for details).

The premium is based on the total number of persons you declare for insurance and this means that it is important that you include everyone who could be considered to be entitled to employment rights.

If you are in any doubt about the employment status of any person or contractor, please consult with your HR Dept representative for detailed guidance.

- 13 Subject also to the terms of the policy, a copy of which will be provided, you may claim under this insurance to recover awards of compensation and fees relating to representation provided by the HR Dept Advice Line provided always that you have sought and followed HR Dept's advice on any employment issues and in the following situations:
 - a. prior to carrying out any disciplinary procedure or action or suspension of an Employee
 - b. prior to dismissal of an Employee.
 - c. prior to instituting a redundancy programme and prior to making an Employee redundant.
 - d. upon notification formally or informally of a grievance from an Employee or ex-Employee.

- e. upon notification formally or informally of a complaint of discrimination relating to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- f. prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration).
- g. Immediately an Employee walks out with or without written notice.
- h. Upon receipt of an appeal from an Employee or ex-Employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.

NB. there may be other terms and conditions to the policy of which the above only form part.

Please note that the Insurance will not cover claims relating to the Transfer of Undertakings (Protection of Employment) Regulations Act unless this has been specifically requested and the premium has been paid.

14 You agree to:

- a. read the full details of your insurance as contained in the Key Facts summary and the policy which are provided with this contract and familiarise yourself with its terms and conditions.
- b. In the event that you receive notice of a tribunal claim (ET1) or a call from an ACAS conciliator registering an employment dispute YOU MUST immediately inform the HR Dept and provide all assistance in providing the evidence as requested.
- c. accurately complete an insurance application form and return it promptly to HR Dept in order for HR Dept to arrange cover under the policy outlined in clauses 7-10 and as part of this agreement.
- d. Advise HR Dept of any significant (+10%) variation in your staff numbers and if you are actively considering any form of administration or bankruptcy (whereby your insurance could be invalidated immediately).

15 The continued availability of the cover described in clause 7 above, either at all or at a cost acceptable to you and HR Dept cannot be guaranteed. If that cover ceases to be available on satisfactory terms HR Dept will notify the Client and either HR Dept or the Client may terminate this agreement with effect from the date on which that cover ceases to be available or ceases to be available on satisfactory terms.

16 For the avoidance of doubt, this agreement shall not relate to any services supplied by HR Dept to the Client other than advice by telephone or e-mail and draft letters where appropriate, save where otherwise agreed by the parties hereto. Further services are available to the Client and would be subject to the payment of additional fees agreed with the Client.

Cost

- 17 The Client will pay by Standing Order to HR Dept the monthly fee of £200.00 plus VAT ("**Monthly Fee**") for the first twelve months of this agreement and thereafter as agreed between the parties.
- 18 In the event that the Client employee numbers increase during the term of any retainer, HR Dept reserves the right to increase the Monthly Fee to take account of such increase and cover any additional insurance premium or tax which may be applicable.
- 19 All fees payable by the Client to HR Dept are subject to Value Added Tax at the prevailing rate and are payable within 30 days of the date of HR Dept.'s invoice.

Ending the Agreement

- 20 HR Dept may at any time by written notice terminate this agreement or suspend the performance of all or any of the obligations hereunder immediately and without liability for compensation if:
 - a. Any payment of any money including insurance premiums payable by the Client to HR Dept is not paid on the due date whether demanded or not; and/or
 - b. The Client fails to seek or follow advice from HR Dept as required under clause 5; and/or
 - c. The Client is rude or abusive to a member of staff or otherwise undermines them, their advice or the HR Dept; and/or
 - d. In the HR Dept's opinion there has been a breakdown of trust and confidence between the Client and HR Dept.
- 21 Either party may at any time by written notice terminate this agreement or suspend the performance of all or any of the obligations hereunder immediately and without liability for compensation if:
 - a. there is a material failure or unreasonable delay in complying with any of the express or implied obligations of this agreement or any document supplemental to it; and/or
 - b. either party becomes bankrupt, has a receiving order made against it, makes any arrangement with its creditors or takes any similar action as a result of debt.
- 22 Upon termination or expiry of this Agreement for any reason the Client shall immediately pay to HR Dept the full amount of all monies then or thereafter due together with any interest due until the date of payment.

General

- 23 No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties hereto.
- 24 The parties hereto intend that no term of this agreement may be enforced by any person who is not a party to it.

- 25 HR Dept understands that in the course of supplying the service they will be in receipt of confidential information. This information may cover all aspects of your employment terms and employees, financial and pricing terms, business plans, business practices and all the related documentation. HR Dept warrants that it shall not disclose any confidential information to any other party except where it is necessary to fulfil the terms of this agreement.
- 26 The existence of this agreement and its terms are confidential and neither party may disclose anything about this agreement or its subject matter or implementation to any person, company or other public or private body or organisation except if required by Law or by agreement between the parties hereto or in confidence to professional advisers or unless otherwise agreed by the parties for marketing purposes. This obligation shall endure beyond any termination of this agreement.
- 27 The parties will each sign two copies of this agreement, with each party retaining one copy thereof containing the signatures of both parties hereto.
- 28 This agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with the Agreement shall be subject to the exclusive jurisdiction of the English Courts, to which each of the parties irrevocably submits.

Data Protection

- 29 Data protection:
- a. The Client and the HR Dept will comply with Data Protection Legislation applicable to the UK.
 - b. The Client will disclose to the HR Dept such information about its employees and workers as is necessary and lawful to enable the HR Dept to provide practical HR advice to assist the client with the lawful management of its employees and workers.
 - c. In the event that a party commits any material breach of the Data Protection Legislation in force, if the breach is not remedied within 30 days of written notice from the other party that party shall have the right to terminate this agreement with immediate effect.
 - d. The parties shall assist the other in ensuring the effective and timely compliance with Data Protection Legislation at all times. They will without limitation:
 - 31.4 (1) Advise and assist the other in the event of a Data Subject Access Request; and
 - 31.4 (2) Inform the other without delay in the event of a personal data breach and assist each other in minimising as far as reasonably possible the damage that such breach may cause.

Complaints procedure relating to HR support service

We are committed to a first-class service, but in the event that you have any customer service complaint, please contact the Director of the HR Dept who will work with you to resolve any concerns or issues.

If no resolution can be met following this contact, you may contact the HR Dept's Central Franchise Office for further mediation:

The HR Dept Central Office

Email: support@hrdept.co.uk

Tel: 0345 208 1120

Complaints procedure relating to insurance cover

We are also committed to providing first-class service through our partners and providers. In the event that you are dissatisfied with any service element relating to the HR Dept Tribunal Insurance policy that forms part of this Agreement, please refer to the full complaints procedure in your policy document (which also details the statutory protection you have from the Financial Ombudsman Service), or you may write in the first instance to:

Brian Dunk FCII MCIM Chartered Insurer, Managing Director

Straight Solutions Ltd, The Lime Loft, Priestlands Lane, Sherborne, Dorset DT9 5LQ

SIGNED

_____ Date _____
for HR Dept

SIGNED

_____ Date _____
For the Client

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Ministry of Housing,
Communities &
Local Government

Simon Clarke MP

Minister for Regional Growth and Local Government

**Ministry of Housing, Communities and Local
Government**

2 Marsham Street London SW1P 4DF



Department
for Environment
Food & Rural Affairs

Rebecca Pow MP

Minister for the Environment

**Department for Environment, Food and Rural
Affairs**

2 Marsham Street London SW1P 4DF

28 June 2020

Dear Colleague,

Public access to tips and toilets

Firstly, we wish to express my most heartfelt thanks for the invaluable work you are doing for communities across the country to protect the environment, public amenities and people's health.

We are writing to draw your attention to the Government's position on household waste recycling centres and municipal public toilets, which we know are issues that are of ongoing public concern.

We are grateful for your hard work to re-open tips in the last few weeks and are aware that this has not been without challenges. I hope that the guidance published by the Government and relevant legislative changes have helped in your local decisions, and that you can continue to deliver these services. There is no reason in law why such sites cannot be open and where possible, local authorities should seek to retain access to waste services for their residents to dispose of waste.

While the majority of councils have opened tips, there is evidence that some have applied excessively tight restrictions on public access. Of course, it is important to maintain social distancing measures and ensure the health and safety of both the workforce and householders. Councils must also consider the harm to public health and local amenity from fly-tipping which is unfortunately fuelled by lack of access to responsible disposal of waste, and the harm from rubbish piling up in or near people's homes. Therefore, councils should avoid unnecessarily tight restrictions like a limited number of pre-booked slots. Where there are opportunities to improve access and to help householders dispose of waste responsibly then we would encourage you to keep measures under review and to extend access where this can be done safely.

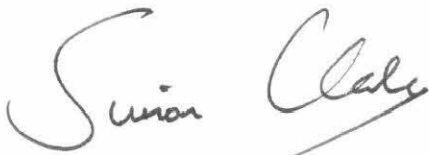
We also want to thank those of you who are keeping open public toilets. Public hygiene is of the upmost importance, especially during the coronavirus pandemic, and enabling residents to access toilets safely is vital. Handwashing is an important activity to help prevent the spread of the virus. Closed toilets may also impact disproportionately on certain groups who for health reasons rely on access to public toilets to be able to leave their homes. They can also make life difficult for young families and people who work outside.

If you have toilets that are still shut, then we strongly urge you to refer to advice on measures that can be taken to open toilets in a safe way that was included in COVID-19 guidance published by Government and which we have included in the Annex below this letter.

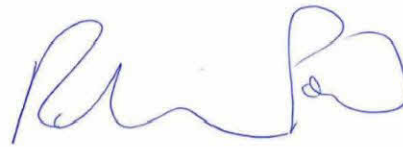
The combination of the hotter weather and the Government's push to support outdoor hospitality has reinforced the need for public access to toilets. Again, councils should consider the harm to public health and the local environment caused by people relieving themselves in public. Public authorities should also consider the equality implications of those with particular health needs who need to use the toilet more often.

In both cases, this is not to condone or tolerate irresponsible and illegal behaviour, but councils have a key role in helping prevent such problems thanks to the provision of comprehensive municipal services. It is beneficial to public health to ensure proper access to tips and toilets.

Thank you once again for the work you are doing to support your communities and businesses.

A handwritten signature in blue ink that reads "Simon Clarke". The signature is fluid and cursive, with the first name "Simon" and the last name "Clarke" clearly distinguishable.

SIMON CLARKE MP
Local Government Minister

A handwritten signature in blue ink that reads "Rebecca Pow". The signature is fluid and cursive, with the first name "Rebecca" and the last name "Pow" clearly distinguishable.

REBECCA POW MP
Environment Minister

Guidance for councils on opening public toilets

Public toilets, portable toilets and toilets inside premises should be kept open and carefully managed to reduce the risk of transmission of COVID-19.

Steps that will usually be needed:

- Using signs and posters to build awareness of good handwashing technique, the need to increase handwashing frequency and to avoid touching your face, and to cough or sneeze into a tissue which is binned safely, or into your arm if a tissue is not available.
- Consider the use of social distancing marking in areas where queues normally form, and the adoption of a limited entry approach, with one in, one out (whilst avoiding the creation of additional bottlenecks).
- To enable good hand hygiene consider making hand sanitiser available on entry to toilets where safe and practical, and ensure suitable handwashing facilities including running water and liquid soap and suitable options for drying (either paper towels or hand driers) are available.
- Setting clear use and cleaning guidance for toilets, with increased frequency of cleaning in line with usage. Use normal cleaning products, paying attention to frequently hand touched surfaces, and consider use of disposable cloths or paper roll to clean all hard surfaces.
- Keep the facilities well ventilated, for example by fixing doors open where appropriate.
- Special care should be taken for cleaning of portable toilets and larger toilet blocks.
- Putting up a visible cleaning schedule can keep it up to date and visible.
- Providing more waste facilities and more frequent rubbish collection.