

Parish Councillors, you are hereby summoned to a meeting of
Dinedor Parish Council
will be held on Tuesday 15th April 2025 at 6.00pm
At Dinedor Village Hall

AGENDA

1. To receive Apologies, Declarations of Interest and requests for dispensations
2. Minutes
 - 2.1 To approve the minutes of the meeting held on [20th February 2025](#)
3. Parish Councillor Vacancy
To consider candidates for [co-option to fill parish councillor vacancy](#)
4. Public participation:
 - 4.1 Ward Councillors Report
 - 4.2 Matters raised by members of the public in attendance
 - 4.3 Police Matters
5. Information item: Clerks Report
6. Financial Matters:
 - 6.1 To authorise payments now due:
 - Unity Trust Bank plc
 - Bank charges – DD – 31.03.2025 £6.00
 - Bank charges – DD – 30.4.2025 £6.00
 - E. Kelso
 - Expenses – ink, stationery & working from home allowance (2024/5), ICO renewal, Software renewal £364.93
 - Barton Tree Services
 - Work on Camp trees £1,260.00
 - PrintPlus
 - March Newsletter £55.00
 - HMRC
 - Tax & NI on salary payments £102.74
 - 6.2 To note receipts since the last meeting
 - Communications mast rental £2,000.00
 - Bank interest £19.07
 - 6.3 To consider payment of HMRC amounts via direct debit for forthcoming year
 - 6.4 To note preliminary receipts and payments account for financial year 2024-5 and budget vs. actual results
 - 6.5 To confirm eligibility for exemption from external audit review
 - 6.6 To note bank reconciliation as at 31.3.2025
 - 6.7 To note arrangements for internal audit of financial year ended 31.3.2025
 - 6.8 To consider grant application from St. Andrew's Church for churchyard maintenance

7. Planning Matters

7.1 To consider planning applications now due for observations:

- Ref: [250607](#)
Site: Land opposite Wye Stud Farm, off Hollow Farm Road,
Dinedor
Dev: Proposed change of use of part of existing general
purpose agricultural building for the sale of vehicles.
Use of hard standing for parking of vehicles

- 7.2 To note planning applications notified for permitted development, if any
- 7.3 To note planning decisions by Herefordshire Council since the last meeting
- 7.4 To note any planning enforcement activity
- 7.5 To note update on impact of NPPF on Herefordshire Local Plan process and on Neighbourhood Development Plans

8. Highway Matters

- 8.1 Lengthsman Scheme report
- 8.2 To consider remaining within Lengthman Scheme for forthcoming year
- 8.3 To note amendment to Drainage grant scheme and agree signing of revised contract
- 8.4 To note drainage survey and agree how to proceed
- 8.5 Footpath Officer Report
- 8.6 To consider speed restriction application through the Village

9. Dinedor Camp

- 9.1 To note report from Dinedor Camp Steering Group
- 9.2 To consider the proposal for the hire of equipment for scrub clearance – 1 day with operator at a cost of £600.00 (+VAT)
- 9.2 Equipment storage

10. Village Hall Matters

- 10.1 Village Hall Constitution update and background information
- 10.2 To note and agree new terms of hire for the village hall
- 10.3 Other Village Hall matters

11. To consider submission of an expression of interest for the [Community Flood Equipment Scheme](#)

12. To note correspondence from Herefordshire Council regarding Code of Conduct and to consider whether any further action is required.

13. To consider proposal to redecorate the phone box at an estimated cost not to exceed £180.00

14. To note report from Parish Summit

15. To consider requests for councillor training, if any

16. Information item: Reports from Councillors

17. To consider arrangements for the Annual Parish Meeting for 2025

18. Date of next meeting and items for the agenda

Liz Kelso

Clerk, Dinedor Parish Council
c/o 5 Deerhurst Drive, Belmont, Hereford HR2 7XX
Tel: 07977675 456
E-Mail: clerk@dinedorparishcouncil.gov.uk

Website: www.Dinedorparishcouncil.gov.uk

Issued: 10.4.2025

Members of the public are welcome to attend meetings of the parish council and may, at the discretion of the Chair, speak on some agenda items. For further information about the work of the parish council or meeting procedures, please contact the Parish Clerk at the address above.

Dinedor Parish Council

Meeting to be held on 15th April 2025

Clerk's Report – Agenda item 5

The following items are brought to members attention but not the subject of a separate agenda item:

1. Employers National Insurance

Tax year starting April 2025 has seen employer national insurance contributions change significantly and as a result the parish council is now liable to pay employer national insurance when previously staff salary payments fell below the threshold for employer national insurance liability. Additional costs of £8.34 per month are now due.

	Year to 31.3.2024	Year to 31.3.2025
RECEIPTS		
Precept	£ 9,500.00	£ 9,500.00
Grants	£ 5,120.99	£ -
Insurance Premium Reimbursement	£ 981.13	£ 1,069.44
Other Income	£ 2,000.00	£ 2,000.00
Bank interest		£ 48.26
VAT Reclaim	£ 1,414.89	£ 621.25
Total Income	£ 19,017.01	£13,238.95
PAYMENTS		
Staff Costs	£ 5,435.79	£ 5,667.28
General Office Costs	£ 639.99	£ 461.57
Room Hire/meeting costs	£ 264.00	£ 264.00
Insurance	£ 1,664.29	£ 1,805.46
Repairs & Maintenance	£ 1,820.00	£ 1,864.00
Dinedor Camp		
Maintenance	£ 695.00	£ 8,105.49
Equipment	£ -	£ -
Legal Expenses	£ -	£ -
Purchases	£ -	£ -
Subscriptions	£ 459.34	£ 483.48
Audit Fees	£ 249.75	£ 283.25
Election Costs	£ 141.50	£ -
Advertising/Publicity	£ -	£ -
Training	£ 90.00	£ 50.00
Website Costs	£ 225.00	£ 225.00
Newsletter	£ 330.00	£ 330.00
Neighbourhood Plan costs	£ -	£ -
Grants and Donations	£ 1,460.00	£ 560.00
Miscellaneous	£ 330.00	£ -
VAT	£ 621.25	£ 2,262.81
Total Expenditure	£ 14,425.91	£22,362.34
Surplus/Deficit for the Year	£ 4,591.10	-£ 9,123.39
RESERVES		
Opening Balance	£ 13,305.98	£17,897.08
Add: Net expenditure	£ 4,591.10	-£ 9,123.39
Closing Balance	£ 17,897.08	£ 8,773.69
Represented by:		
Current account balance		£ 5,725.43
Savings account balance		£ 3,048.26
		£ 8,773.69

Dinedor Parish Council

APPLICATION FOR GRANT

PROJECT NAME: St Andrew's Churchyard Maintenance 2025

Details of Applicant:

Name of Applicant	William McKie
Address:	Hérons Croft, Dinedor, Hereford HR2 6LQ
Telephone Number:	07788468246
E-Mail Address:	bmckie@btinternet.com
Legal Status of applicant:	PCC Secretary
Are you able to recover VAT in full?	No
Please provide brief details of previous experience of similar projects/initiatives to demonstrate relevant experience	
Dinedor & Holme Lacy Parochial Church Council are responsible for maintaining St. Andrew's Churchyard, Dinedor and in recent years have employed Mr Matt Wall, a professional garden contractor, to cut the grass regularly throughout the grass growing season from April to October. Mr Wall has considerable experience in all aspects of garden maintenance and has clients in Dinedor village and the surrounding area.	

Agreed by Dinedor Parish Council at a meeting held on
Minute ref.

Project Details

Please outline the purpose of your project, giving justification of the need for the project, how your project benefits the residents of Dinedor and include any supporting research

To prevent the churchyard from becoming overgrown the grass needs to be mowed regularly during the growing season.

The maintenance of the churchyard is appreciated by friends and relatives of those interred and remembered there. The appearance of a well maintained churchyard adds to the overall sense of peace and tranquility experienced when visiting such an attractive rural location.

If the grant were made by Dinedor PC to the PCC it would be on the basis that the expenditure would be in the interests of, and bring benefits to some, or all the inhabitants of the area.

Please explain why funding from Dinedor Parish Council is required for this project and how much you are requesting

Dinedor Parish Council has made payment to the PCC for having this work done annually over many years.

St Andrew's church now hold services once a month and the number of parishioners attending is in single figures, apart from significant dates in the church calendar such as Christmas, Easter and Harvest Festival. The low numbers attending church regularly does not generate an income to guarantee that the maintenance of the building and surrounding churchyard can be carried out when required.

For the years 2023 and 2024 the grant asked for was £560. The same amount, £560, is being asked for the year 2025.

Agreed by Dinedor Parish Council at a meeting held on
Minute ref.

Please give full details of the project, including schedules of any work envisaged and costs of any items to be purchased. Where funding is required for a specific item to be purchased or work to be undertaken, at least two quotations must be submitted.

The work consists of mowing the grass in St Andrew's churchyard on a monthly basis.

The PCC has attempted to keep costs down by reducing the frequency of cuts to once a month for seven months of the growing season.

Fuel costs to power the mower and trimmers are included. Other general ground maintenance to keep the environs in good order is carried out.

Invoices are paid by the PCC to Mr Wall when he submits them on a monthly basis.

Project Finances

What other funding have you sought or do you intend to seek for this project, please indicate whether other funding is confirmed or is conditional upon any event etc. Any shortfall in funding will be paid by the PCC.

<i>Funding source.°</i>	<i>Amount:</i>	<i>Commitment:</i>

If funding is required for the start up of an ongoing project, please indicate how will your project be financed in the future?

We hereby confirm that the information given in this form and any supporting documents is accurate to the best of our knowledge and we agree to provide any further information as may be required by Dinedor Parish Council.

We acknowledge and agree that in the event our application is successful, we may be required to monitor the results of the project and provide further evidence to the Parish Council.

Signed on behalf of applicant:

Name: William McKie___

*Date: 2nd January 2025_*

*Position in Organisation: Secretary, Little
Dewchurch, Ballingham, Dinedor & Holme
Lacy PCC*

Dinedor Parish Council is the Data Controller under data protection law and will use the information you provide on this form in order to consider your application for a grant. Your personal information will not be shared with any organisation other than the parish council or its financial advisors, including its internal auditor, external auditors, Herefordshire Council and others in relation to the financial affairs of the parish council. Individuals have a number of rights under data protection law, including the right to request their information. You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office »: www.ico.org.uk.

Further information on how we handle your data is available from the Clerk at the address

Agreed by Dinedor Parish Council at a meeting held on
Minute ref.



Directorate/Division: Economy and Environment
Team: Development Management
Our Ref: 250607
Please ask for: Awaiting Allocation
Direct line: 01432 260000
Email: DMScanning@herefordshire.gov.uk
Date: 17/03/2025

Mrs Liz Kelso
Clerk to the Parish
Dinedor PC
5 Deerhurst Drive
Belmont
Hereford
HR2 7XX
clerk@dinedorparishcouncil.gov.uk

Dear Mrs Liz Kelso

APPLICATION NO & SITE ADDRESS: Planning Consultation - 250607 - Land opposite Wye Stud Farm, Off Hollow Farm Lane, Dinedor, Herefordshire, HR2 6PE
APPLICATION TYPE: Planning Permission
DESCRIPTION: Proposed change of use of part of existing general purpose agricultural building for the sale of vehicles. Use of hard standing for parking of vehicles.
GRID REFERENCE: OS 352500, 235840
WEBSITE: www.herefordshire.gov.uk/searchplanningapplications

Please note: Due the high caseloads currently being held by officers we are currently allocating new applications to officers on a capacity basis. This application is currently in a holding pile awaiting the allocation of an officer in the interim please respond using the online comments form.

However, if you are requesting an extension of time in which to make comments, in due course a site visit will be carried out and an appropriate notice erected. Once the site notice has been erected a further 21 day consultation period will be given following the date of the notice is erected therefore before requesting an extension of time you might want to check the website for the current consultation end date. Any requests for extension of time should be emailed to planning_enquiries@herefordshire.gov.uk and someone will assess your request.

We have received an application which affects your Parish. The application is described above and we are seeking the comments or views of your Parish Council. If the land concerned is on or near the parish boundary, we consult both councils as a matter of courtesy and welcome local views.

The planning application and its supporting documentation can be viewed, normally within 24 hours, by using the website link above and entering the application number 250607.

If you wish to make comments which you would like the Council to take into account before making a decision on the application, please respond by **07/04/2025** If you do not respond by this date it will be assumed that you have no comments to make.

You will be able to monitor the progress of the application, including all of the correspondence received, any amended or additional documentation, the officer report and the decision by viewing the application on the Council's website.

Yours faithfully

TECHNICAL SUPPORT OFFICER

All personal data held is processed in accordance with data protection law. For further information please see our website https://www.herefordshire.gov.uk/info/200142/planning_services/62/apply_for_planning_permission/3



Terry Griffiths (Contracts)

Cabback Farm, Llangarron, Ross-on-Wye,

Herefordshire, HR96PA.

Telephone: 01989 770385 Mobile 07833 553920

25th August 2024.

Dinedor Parish Council.

Local Drainage Grant.

Section 2.

Parish Roads Drainage Survey.

U72009.

FROM U72011 JUNCTION TO DITCH OUTFALL INTO POND.

North and south side-ditches with grips, areas on south side piped.

FROM TARS MILL FARM ENTRANCE.

South side-road gully connect via road culvert to road gully on north side.

North side-road gully draining into ditch-ditch run east through entrance culvert to chamber adjacent to watercourse.

INDUSTRIAL PREMISES.

South side-road gully draining into watercourse-grips through verge into water course.

AT BT POLE 20.

North side- 2 road gully draining via road culvert in ditch on south side.

100M EAST OF HOLLOW FARM TO THE VERN.

North side ditch with grips crossing near village sign via road culvert to ditch on south side.

South side-ditch from culvert headwall to headwall at PROW road access.

FROM THE VERN TO BROOKFIELD.

North side- 2 road gullies connected to drainage pipe running east with 1 letterbox gully, 1 road gully, and one pipe drain- outfalling into sleeper top chamber, then crossing via road culvert into watercourse.

South side at Brookfield-pipe drain to watercourse.

From U72010 to Village Hall.

North side-ditch with grips -some sections piped to chamber at village hall-crossing via road culvert in drainage pipe running south alongside village hall to field ditch.

North side-short section of ditch from east side of chamber.

South side near village hall-road gully (outfall lost).

VILLAGE SIGN AREA-EAST.

South side- ditch with grips branching east into field ditch.

JUNCTION WITH B4399.

North side- 2 road gullies believed to be connected to B - road network.

South side- 3 road gullies cross via roads culverts to gullies on north side.

Costings.
£1,000.

All costings plus VAT.

Notes.

Survey details compiled from our routine roads maintenance day visits records and a walking survey of the parish roads.

All details believed to be correct at the present time.

Dinedor Parish Council

Meeting to be held on 15th April 2025

Report from Dinedor Camp Steering Group meeting held 12.3.2025

Agenda item 9.1

Apologies: Liz & Brian

Minutes from last meeting signed off

Report from Parish council meeting of 20.2. no one from council meeting present to give update. We have tasked Malcolm to take a few points requiring clarification or actions to the next Parish Council meeting.

Review of community volunteer activity :

February day of activity was postponed as the weather was inclement and ground conditions uncondusive. This month's work party are ready for this weekend (16th) and we have arranged to try and meet before at 13.30 to have a walk around to decide priority of work.

Moving forward it's our aim to bring the priorities of the community volunteer activity to be discussed by the steering group and establish the validity and priority of the jobs against the camp management plans requirements.

Equipment and storage. It was noted that the DOC had requested an onsite demonstration of the roboflail as they are going to use it in goblets field to reduce the brambles to allow the ground to reset in line with the detail set out in Camp management plan. Whilst demo was successful and they are planned to attend DOC on 24th, any members of the Parish Council are invited to come and see the piece of kit being used. Knowing Chris had put a request in to PC for the rental of one for a day Andy asked them to walk around camp wood and they thought it would be doable over a few days so worth noting that the expenditure for it has gone up from one days rent to a proposed 3 days..

I have agreed to house the flail mower and strimmer for the short term as I can keep it under cover and get it serviced lubricated, as done every year. Moving forward we would like to ask PC to consider more permanent options for storage. It was also agreed that ideally 48hrs notice would be needed for it to be made available.

Any other business. Joe will be setting up camp at Balfour Beatty this week to discuss the road near his so he will be asking to understand what kind of community work are they encouraged to do.

We also talked about trees that were down and making it difficult to walk around and negative comments from DOC visitors. We established that the first piece of work to do was to detail where all the trees were down. We discussed in depth the options open to us and it was felt that without any budget or money there was no option but to leave them there.

Joe also talked about the History Week that is fast approaching. We had originally thought it would be an opportunity to get more locals interested in the area and it's history but we had to accept that we cannot run any events to tie in with History Week on our own and that as a steering group of work we should be focusing on getting the mandated work achieved rather than putting the time into creating an event.

Date of next meeting was preliminarily made of 21st May.

clerk@dinedorparishcouncil.gov.uk

From: Malcolm Louch - Dinedor Parish Council
<malcolm.louch@dinedorparishcouncil.gov.uk>
Sent: 09 April 2025 13:37
To: clerk@dinedorparishcouncil.gov.uk
Cc: Cllr. Suzanne Penny
Subject: RE: Dinedor Camp Steering Group meeting - revised date and agenda

Dear Liz,

There were few points that came up at the Steering Group meeting that were requested be brought back to the Parish Council and particularly in relation to finances for maintenance moving forward.

1. Removal or not of trees which have been cut down.
2. Steering Group needs to know what finances are available for Camp Maintenance to be able to determine how much, or how little, maintenance can be done
3. Historic England Plan (- my question "Where are we on this as it seems to need reviving?")
4. Rental of Votex Robot Clearance machine.

This is the main item for PC Meeting Agenda please:

5. The Votex Robot Clearance machine should be able to clear a substantial amount of the undergrowth and brambles.

I have spoken with Giles Rivers at Votex and obtained a verbal quote.

He has viewed the Camp and whilst more than 1 day would be needed to undertake all the necessary clearing it best done in 'bites' over time not least to see just how much can be cleared in a day and how much debris needs to be cleared after the clearance work has been done.

He was of the opinion that once the long-term growth currently needing clearing had been done, maybe over an extended period of 2-3 years, then a day-a-year would probably keep things under control.

**Agreement requested in principle to Rent the Votex Robot Clearance for 1 day initially.
Cost will be £720 (£600 Hire Fee +VAT £120) for the 1 day.**

Also advice needed (by me at least) on what liaison required with Historic England in relation to taking/using such a machine on the site.

Regards,
Malcolm,

From: clerk@dinedorparishcouncil.gov.uk <clerk@dinedorparishcouncil.gov.uk>
Sent: 03 April 2025 18:35
To: Cllr. Malcolm Louch <Malcolm.Louch@dinedorparishcouncil.gov.uk>
Subject: FW: Dinedor Camp Steering Group meeting - revised date and agenda

Malcolm, below is an exchange of emails about hiring equipment which I think may have been discussed at the last camp steering group meeting. Do you know if there is any progress on this? Was it agreed to request this from the parish council and if so what amounts were discussed. If I'm to put this on the agenda for our next parish council meeting I'm going to need more information but I'm struggling to work out what is being requested.

Regards
Liz

CHANGING THE CONSTITUTION OF DINEDOR VILLAGE HALL

BACKGROUND – PART 1

In April, 2019 DVHMC started considering a change to the charitable status of Dinedor Village Hall from an unincorporated charity to a Charitable Incorporated Organisation (CIO). The proposed change was triggered by an e-mail from solicitor, charity expert and daughter of our then secretary, Helen Harvey of H3 Solicitors, who wrote:

Charity trustees are personally liable for the good and efficient management of a charity and, in the case of an unincorporated charity (whether it is a charitable trust or association or it is governed by Charity Commission Scheme), this personal liability is unlimited. Under normal circumstances, as long as trustees act in good faith and within the powers provided by the governing document, any liabilities of the charity can usually be satisfied by charity assets, assuming that they are sufficiently extensive. However, where there has been any breach of trust, or where the liability exceeds the assets, this is where the trustees can find themselves personally liable. This liability is joint and several; in other words, each trustee is responsible for a share of any liability, usually regardless of their level of involvement or culpability...

...There is some comfort for this charity offered by the 2007 Deed of Variation which states that there is no intention that the committee members will be held severally liable for the lease, only jointly liable and that any liability would not exceed the assets of the charity. However, this does not remove potential liabilities completely and this only relates to the lease...

...It is usually possible for the charity to mitigate risk by taking out insurance, as well as holding substantial reserves.

Committee members were unsettled by this e-mail and requested that I investigate this matter further - particularly as H3 Solicitors considered it was advisable to look at incorporation when a charity has any interest in land, employs people or volunteers or is involved in 'high risk' activities. This is because these are areas where substantial claims against the charity might be most likely to arise.

At the time, the Charity Commission had a standard template of the constitution of a CIO, and H3 Solicitors provided us with a draft constitution that they considered suitable for Dinedor Village Hall. Under it, the potential liabilities of the charity trustees, the committee members, and DVH members would be significantly reduced as under paragraph 8 of the CIO constitution "If DVH is wound up, the members of DVH have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities".

This was forwarded to the Parish Council, holding trustees and other interested members of the community. The Parish Council advised that in their view the CIO constitution provided greater clarity to our operations, in contrast to the existing Lease & Trust Deed, removed the need for holding trustees, and enabled us to establish with the Parish Council, our landlords, a more modern relationship and lease.

The draft constitution, however, was a lengthy and complex document, and included several standard clauses which it was felt would never be applicable to DVH. Accordingly, with the assistance of Jake Bharier who had significant experience in changing a charity's constitution to that of a CIO, we set out to simplify the draft CIO constitution to make it what we considered to

be more appropriate for and relevant to the operations and activities of our village hall and our local community. As a consequence of amending the Charity Commission template, simplifying the draft and producing a new constitution tailored to the needs of DVH, we were then obliged to put this document to the Charity Commission for full review and possible further amendment.

BACKGROUND – PART 2

This we have so far not done. The reason: in December 2022 we corresponded with Community First on changing our constitution - requesting details of how other village halls may have progressed from being an unincorporated charity to becoming a CIO. The response we received from Richard Timney included the following:

If it's a concern about liability then I would hope trustees will be reassured that there are significant protections for trustees legally and through insurance and through the Charity Commission. Trustee liability insurance is very cheap and the reason for that is that its so rarely claimed on – at least I've never seen a claim!...

Under our Village Guard insurance police with Allied Westminster we have Trustee Indemnity cover to a limit of £100,000 with a £250 excess

...I strongly advise you not to use any documents other than the model for village halls...this has been drawn up and agreed with the Charity Commission to be suitable for village halls...other models will not be suitable...This village hall CIO constitution is different to a normal charity CIO constitution. Do not use the other model you have been offered – it won't be as sound or as acceptable to the Charity Commission as the ACRE...model

The ACRE model to which Richard refers dates from 2016, and it is perhaps disappointing that as charity experts H3 Solicitors made no reference to it in their advice to us in 2019.

For further clarity Richard also wrote:

...Insurance will cover any committee that acts at all reasonably and the Charity Committee too. Being in a CIO or otherwise will not protect individuals if they act illegally or recklessly leading to a serious incident. I have never seen it or heard of any such incidents from my ACRE colleagues. Together we advise over 10,000 halls.

And Jake commented on the ACRE CIO as follows:

I have had a first look through, and my first thoughts are that the DVH approach offers a bit more to parish inhabitants than the ACRE approach.

As you say, the only power parish inhabitants would have under the ACRE model would be to elect the members/trustees. The Trustees then have all other powers. Not sure why ACRE have suggested this. They may have had in mind problems on which they had previously given advice in their adaptation of the CC template.

The two most significant powers that inhabitants would lose by not being members under the ACRE model are approval of the accounts, and decision to close or merge. In the interests of transparency, I would argue for inhabitants as members to agree accounts, as a means of holding to account their elected trustees. And while closure is, I hope, an unlikely last resort, nonetheless it should, I suggest, be a decision made by a wider group...

...I have given a bit more thought to this.

First, I haven't seen the current (unincorporated) constitution – and it's probably not necessary for me to see it. I suspect that it was written with the advice, and possibly using the template, of ACRE. So ACRE's approach for the template for a CIO is probably consistent.

As I said earlier, I have reservations about ACRE's approach. Nonetheless, I can see that it may be very helpful, in seeking stakeholder approval, for DVH to keep the CIO membership criteria as near as is possible to those for the unincorporated charity. The backstop on the closure point I made is that the hall is leased from the PC, so if the charity were to close, the PC, on behalf of the inhabitants, would have to do something.

SO HOW DO WE PROGRESS FROM HERE?

Perhaps we should first ensure we understand the differences between the structures of an unincorporated (as we currently are) and an incorporated charity taking our definitions from .GOV.UK:

Within an unincorporated charity

- the trustees are personally liable for what it does
- it won't be able to enter into contracts or control some investments in its own name
- two or more trustees, a corporate custodian trustee or the charities' land holding service will have to 'hold' any land on the charity's behalf. Our "land" is the property we received rights to under our lease with the Parish Council

Within an incorporated charity (or CIO) the law considers the charity to be a person in the same way as an individual. This gives the charity the legal capacity to do many things in its own name that a person can do, such as:

- employing paid staff
- delivering charitable services under contractual agreements
- entering into commercial contracts in its own name
- owning freehold or leasehold land or other property

Clearly, for more than 25 years an unincorporated structure has proved to be acceptable for the activities DVH undertakes : so long as it has had Trustee Indemnity cover under its insurance policy.

In 2007 a Deed of Variation to the original lease was also enacted which sought to limit the personal liability of the trustees "in respect of any breach of the Lessee' covenants and obligations... to the realized value of the Charity's assets" and denied the Lessor (the Parish Council) the right "to pursue exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any person or persons from time to time comprising the Lessees or being a member of the Management Committee". At the same time "their liability in respect of any breach or non-observance" became "joint only and not several". This Deed effectively restricted the action the Parish Council could take against trustees and members of the Management Committee!

The wording of this Deed and of the original Lease and Trust Deed is complicated and somewhat difficult to read. It does not follow the format of the ACRE unincorporated charity constitution and I know there has been some confusion as to the “lessees” and “trustees”, more commonly known as the “Holding Trustees” and in our case are Bill, Jan and Matt, and who as stated above hold on behalf of DVH the title to all or part of DVH’s property or “land”. In their role the holding trustees are responsible to the Lessor (the Parish Council) for ensuring that the terms of the lease are followed.

Now, with this background, if we are happy that an unincorporated structure with adequate insurance and this Deed of Variation provide us with the protections we require and with the opportunity to operate the village hall as we wish, then there is probably no need for us to consider becoming a CIO

However, if we decide to remain unincorporated, I suggest that there are two things we should consider:

- with the Parish Council’s permission, transfer the custodianship of our “land” from our “holding trustees” to the Charity Commission’s land holding service, the Official Custodian For Charities. As trustees may from time to time change and new deeds may be required to transfer the property to their successor (although I am not sure that in our case this was ever done) vesting charity “land” with the Official Custodian saves the expense of making new deeds, and also avoids the risk of “land” remaining vested in people who are no longer involved with the charity. The service is free, recommended to us by Community First, and actually referred to in para. 3 of the lease. Why this has not been done previously I do not know, but perhaps committee members wished to maintain all matters concerning the village hall within the village
- updating our Lease and Trust Deed to the constitution now recommended by Community First for unincorporated village halls. Having said this, if we and the Parish Council are going to incur significant legal expenses in making this change why would we not change our constitution to that of a CIO with the benefits it would bring us both personally and operationally?

If we are not reassured by the protections already in place then we should probably progress towards becoming a CIO. In this respect we already do have two draft constitutions in place:

- the first drawn up with the assistance of Jake, and already fairly widely circulated, but subject to a full and uncertain review by the Charity Commission
- the second produced by ACRE and specifically approved by the Charity Commission for village halls

Such a move would almost certainly meet the approval of the Parish Council as it would bring greater clarity to their leasehold arrangements, and it would also end the need for us to either have holding trustees or to vest our land with the Official Custodian. There would however, be a cost to both us and the Parish Council for which I would provisionally wish to budget for DVHMC £3,500. Regarding Jake’s concern about the ACRE CIO constitution we would need to review with ACRE and our legal advisers the extent to which we could tweak the ACRE template.

CONCLUSION

To make a decision on this matter, the questions we need to answer are:

- Do we remain as an unincorporated charity or become a CIO?

- If the former, do we vest our land with the Official Custodian?
- Do we adopt the Community First constitution for unincorporated village halls?
- If the latter, do we progress with the constitution drawn up with the assistance of Jake (even though it may be challenged by the Charity Commission), or
- Do we adopt the ACRE constitution for village hall CIO's

Your thoughts and answers to this will be invaluable.

HIRING AGREEMENT FOR DINEDOR VILLAGE HALL

Please be aware that on signing this agreement you enter into a contract that could be used in evidence should legal action become necessary.

DATED 01/04/2025

PARTIES

- (1) The Village Hall named in clause 2.2 acting by its management committee.
- (2) The person or organisation named in clause 2.3.

AGREED as follows:

1. Throughout this Agreement:
 - the Village Hall named in clause 2.2 is referred to as "we"; "our" is to be construed accordingly and "we" and "us" mean and include the Village Hall's charity trustees, employees, volunteers, agents and invitees
 - the person or organisation named in clause 2.3 is referred to as "you"; and "your" is to be construed accordingly; "you" also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees
 - where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the Hall Booking Secretary or, if the Hall Booking Secretary is not available, a member of the Hall Management Committee.
2. In consideration of the hire fee described in clause 2.4, we agree to permit you to use the premises described in clause 2.5 for the purpose described in clause 2.6 for the period(s) described in clause 2.1. The details inserted in sub-clauses 2.1 to 2.6 below and the answers to the questions in sub-clauses 2.7 to 2.11 are terms of this Agreement. This Agreement includes the annexed Standard Conditions of Hire, the Special Conditions of Hire (if any), and the Booking Date Request Forms set out in the attached Schedule. The duration of this agreement is TWELVE months commencing 1st April, 2025

2.1 Date(s) required:

Session Day (s)	Session Time
	From: To:
Thursday	6:00pm 10:00pm

Session dates: as agreed by the person named in 2.2 below and set out in a signed Booking Date Request Form

2.2 Village Hall

- (a) Dinedor Village Hall Registered Charity No 1032459
- (b) Authorised Representative: Chris Waters
Telephone Numbers & Email: 07765 566583 bookings@dinedorvillagehall.org.uk

2.3 Hirer:

- (a) Name: Liz Kelso, Clerk
(b) Organisation: Dinedor Parish Council
(c) Contact details: 07977 675456 clerk@dinedorparishcouncil.gov.uk

2.4 Hire Fee

Subject to a block booking of at least 6 sessions paid for in advance

Hire Fee per Session: 01 April 2025-30 September 2025 up to 4 hours £24.00, thereafter £4.75 per hour or part thereof
01 October 2025-31 March 2026 up to 4 hours £26.00, thereafter £5.25 per hour or part thereof

Total payable per Session: Apr-Sept 2025 £24.00/ Oct 2025-Mar 2026 £26.00

Otherwise for individual bookings of up to 4 hours Apr-Sept 2025 £28.00 Oct 2025-Mar 2026 £30.00

2.5 Premises

Whole of hall with use of car park

2.6 Purpose/description of hiring: Parish Council Meetings

2.7 Will tickets be sold for your event? No

2.8 Is food to be provided at the event? No

If the kitchen is used for the preparation and/or serving of hot or cold meals an additional £7 will be payable

2.9 Is alcohol to be provided at the event? No

2.10 Will there be exhibition of a film? No

If the projector or projector and screen is used an additional £7 will be payable

2.11 Will live music be performed or recorded music played? No

3. You agree not to exceed the maximum permitted number of people per room including the organisers/performers

Main hall: 120

4. We have a Music licence issued by PPL PRS Ltd for playing and performing music, subject to the Music Licence terms and conditions.

4.1 We have a Premises Licence authorising regulated entertainment only. You hereby acknowledge receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agree to apply with all obligations therein.

- (i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a temporary event (a TEN) to Herefordshire Council. We will advise if a TEN is not needed.
- (ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENS that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

5. You agree with us to be present (by your authorised representative, if appropriate) during the hiring and to comply fully with this Agreement.
6. We and you hereby agree that the Standard Conditions of Hire (see below), together with any additional conditions imposed under the Premises Licence or that we deem necessary, form part of the terms of this Agreement unless we and you agree in writing.
7. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Signed by the person named at 2.2(b) above duly authorised on behalf of Dinedor Village Hall.

.....

Signed by the person named at 2.3(a) above duly authorised on behalf of the organisation named at 2.3(b) above

.....

PRIVACY NOTICE

Dinedor Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the hall Secretary'.

PROCESSING OF PERSONAL DATA CONSENT FORM

Dinedor Village Hall uses personal data for the purposes of managing hall bookings, finances, events and publicity. This data may include my name, postal address, telephone numbers and e-mail address, and, if I make payment to Dinedor Village Hall by personal cheque or bank transfer from my personal bank account, my bank account details.

I consent to Dinedor Village Hall holding and using this information for the purposes of managing the Village Hall

Signed by the person named at 2.3(a) duly authorised on behalf of the organisation named at 2.3(b) above

Standard Conditions of Hire

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

You must not use the premises (including the car park, if any) for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

- (i) You are liable for:
 - (a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents
 - (b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service (if any)
 - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service (if any), and
 - (d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service (if any), and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) and (d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) and (d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our Hall Secretary. If you fail to produce such policy and evidence of cover, we will cancel this Agreement and re-hire the premises to another hirer.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

You must ensure that we hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, you must hold such licence(s).

7. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

8. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

9. Safeguarding children, young people and adults at risk

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

10. Public safety compliance

You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our Hall Secretary.

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

11. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

12. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

13. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are/are not (delete as appropriate) provided with a refrigerator and thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

15. Stored equipment

We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, in our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

- (i) your failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended
- (ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.

- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises.

21. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

22. Sale of goods

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. WiFi Services

When using the WiFi service you agree at all times to be bound by the following provisions:

(i) not to use the WiFi service for any for the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(c) interfering with any other persons use or enjoyment of the WiFi service; or

(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

(ii) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

24. Termination of the WiFi service

We have the right to suspend or terminate our wifi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

(i) if you use any equipment which is defective or illegal;

(ii) if you cause any technical or other problems to our WiFi service;

(iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service;

(iv) if you resell access to our WiFi service; or

(v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

25. Availability of WiFi Services

(i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times.

(ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the main hall.

(iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

26. Privacy and Data Protection

(i) We may collect and store personal data through your use of our WiFi service.

(ii) We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the WiFi service.

(iii) By using our WiFi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to:

When using the WiFi service the Hirer agrees at all times to be bound by the following provisions:

(a) not to use the WiFi service for any of the following purposes:

(i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(iii) interfering with any other persons use or enjoyment of the WiFi service; and

(iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner

(b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

27. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return the deposit or require payment of the hire fee?

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (ii) the premises becoming unfit for your intended use;
- (iii) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

28. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

29. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises

at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

30. No rights

This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

PAYMENTS

Please make payment by BACS to

Account Name: Dinedor Village
Hall Management Committee
Sort Code: 608301
Account No.: 20499811

Under e-mail advice to

treasurer@dinedorvillagehall.org.uk

Payment terms: payment for each session or block of sessions is due no later than the date of that session or the date of the first session in the block of sessions, unless otherwise stated in any invoice that we raise for the session or block of sessions.

**Advice Note from Monitoring Officer****To: Ward and town councillors****Re: Civility and Respect in Public Office****Introduction**

A recent report presented to Herefordshire Council's Audit and Governance Committee revealed an increase in complaints involving councillors against other councillors at local councils, including parish, town, and city councils.

All complaints were resolved by the Monitoring Officer at the Initial Assessment Stage. No further action was taken due to them being of such little consequence that it was not in the public interest to use further public money.

However, there is still a cost to processing such complaints. Further, the underlying issues of the complaint remain and may not have been addressed. It was noted that in some instances, it appears that the Parish/Town council and/or councillors do not try or believe that any local resolution is possible or achievable. As such, a complaint to Herefordshire Council is almost seen as the next stage in the dispute or a means for another body to resolve the dispute.

The Committee noted that associations such as Society of Local Council Clerks (SLCC), Country Associations, National Association of Local Councils (NALC) and others, provide assistance to local councils to help them to promote civility and respect by local councillors and this includes providing training and supporting information and documentation to help local councils.

This is summarised by a commitment ('a pledge') by local councils to promote civility and respect in everything they do. The committee noted that within Herefordshire only 7 Parish/Town Councils have signed up to the pledge (4.6%). This is extremely low even compared to the national average of 17% nationally signed by local councils and is the second lowest in the country.

Monitoring Officer Advice:

Throughout the public sector, there continues to be concern about the impact bullying, harassment, and intimidation can have on local councils, councillors, clerks and council staff and the resulting effectiveness of local councils.

National Association of Local Councils (NALC) and other interested associations responded by setting up the Civility and Respect Project. Its work is supported by a significant amount of resources that can be seen here: [Improving civility and respect](#)

NALC invited councils to take a 'Civility and Respect Pledge', with a mission statement that includes the aim that civility and respect should be at the heart of public life.

The Monitoring Officer circulated guidance in July 2024 about the most common complaint raised about Parish/Town Councillors, around lack of respect [Guidance on respect - Councillors' code of conduct](#).

Councils are asked to particularly consider alternative resolution to complaints under the Code of Conduct that involve complaint by one councillor against another, mindful of the parties' mutual responsibilities under the Code of Conduct.

The Monitoring Officer invites all councillors to read and adopt the resources that are available through NALC and other bodies on this subject and invites town and parish clerks to promote these resources and, if appropriate, to liaise with HALC to encourage engagement with this issue.

The Monitoring Officer recommends that councils adopt the NALC Civility and Respect Pledge specifically, or adopts principles similar in intent, to demonstrate their commitment to members upholding standards in public life.

The Monitoring Officer's advice is that the responsibility to behave respectfully, as one of the tenets of public life, remains paramount.

Monitoring Officer
Herefordshire Council
February 2025



Guidance Note on Respect under the Councillors' Code of Conduct

The principle of treating others with respect appears in two places in Herefordshire Council's Code of Conduct, which itself reflects the Local Government Association's Model Code of Conduct:

1. General principles of councillor conduct:

In accordance with the public trust placed in me, on all occasions I treat all persons fairly and with respect; and

2. General Conduct

1. Respect: As a councillor:

1.1 I treat other councillors and members of the public with respect.

1.2 I treat local authority employees, employees and representatives of partner organisations and those volunteering for the local authority with respect and respect the role they play.

The Code of Conduct says:

'Respect means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a councillor, you can express, challenge, criticise and disagree with views, ideas, opinions and policies in a robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening, you are entitled to stop any conversation or interaction in person or online and report them to the local authority, the relevant social media provider or the police. This also applies to fellow councillors, where action could then be taken under the Councillor Code of Conduct, and local authority employees, where concerns should be raised in line with the local authority's councillor-officer protocol.'

At Herefordshire Council, a significant proportion of complaints considered by the Monitoring Officer each year, include an allegation of disrespect. Some recent examples are appended to this note. Many allegations about conduct that breaches the principle of respect have been deemed suitable for informal resolution.

This additional guidance, by reference to recent decisions made by the Monitoring Officer, is therefore intended to assist councillors to ensure adherence to their responsibilities under the Code of Conduct, with particular reference to respect.

Throughout the public sector, there are growing concerns about the impact bullying, harassment, and intimidation can have on local (parish and town) councils, councillors, clerks and council staff and the resulting effectiveness of local councils.

As a result, National Association of Local Councils (NALC) and other interested associations have responded by setting up the Civility and Respect Project. Its work is supported by a significant amount of resources that can be seen here: [Civility and Respect Project \(nalc.gov.uk\)](https://www.nalc.gov.uk/civility-and-respect-project). In particular, NALC has invited councils to take a 'Civility and Respect Pledge', with a mission statement that includes the aim that civility and respect should be at the heart of public life.

Article 10 of the European Convention of Human Rights, given effect by Schedule 1 of the Human Rights Act 1998, affords a level of enhanced protection to the expression of opinions on matters of public interest in the political arena. Those rights have been upheld by the courts on a number of occasions.

However, it is the Monitoring Officer's advice that the responsibility to behave respectfully, as one of the tenets of public life, remains paramount.

Appendix

Summary of outcomes from the Monitoring Officer's decisions

- A subject member who used inflammatory language in a leaflet distributed to the public was found to have breached the Code of Conduct: this involved conduct by a councillor which could reasonably be regarded as reducing public confidence in their council's ability to fulfil its functions and duties and would bring the authority into disrepute.
- A subject member who recorded the meetings of a local council and then used the recording to publically query and criticise the clerk over the accuracy of the minutes of a previous meeting was found to have breached the Code of Conduct. It was recommended that the subject member apologised in writing to the clerk.
- A subject member who was found to have, on occasion, demonstrated domineering, aggressive and confrontational behaviour was found to have breached the Code of Conduct. Although clearly an enthusiastic councillor, the manner in which they had conducted themselves had, at times, caused others to feel intimidated.
- An email exchange that verged on being abusive and personal towards the complainant resulted in a finding that a subject member had been in breach of the Code of Conduct: the subject member was advised not to make personal comments about members of the public or councillors in correspondence.
- At a meeting, a subject member responded aggressively to a question, banged the table and left the room. The subject member was found to be in breach of the Code of Conduct and was asked to apologise in writing to the complainant for their behaviour and to undertake further Code of Conduct training particularly in the areas of disrespect and equalities.
- At a public meeting, a subject member interrupted a member of the public who was addressing the council as they were permitted to do under the council's standing orders. The subject member proposed that the member of the public should be stopped from speaking; the council voted on this and agreed to the member of the public have a short while longer to speak, whereupon the subject member banged the table and walked out of the meeting saying that 'he was not prepared to listen to this [nonsense]'. The subject member was found to have breached the Code of Conduct although no sanction was suggested because, by the date of the decision notice, the subject member stood down.



CIVILITY AND RESPECT PLEDGE

Now is the time to prioritise civility and respect and start a culture change in the parish and town council sector. We are introducing the Civility and Respect Pledge because there is no place for bullying, harassment and intimidation within our sector. The pledge is easy for councils to sign up for, enabling them to demonstrate their commitment to addressing poor behaviour across and fostering positive changes that support civil and respectful conduct.

You can see how parish and town councils have signed up for the pledge using our [tracker](#) and where those councils are located using our [mapper](#).



IN COLLABORATION WITH SLCC, NALC, OVW, COUNTY ASSOCIATIONS

Please complete this form to sign up your council to the pledge. Once completed, you'll receive a certificate by email, and your council will be listed alongside others a national map, showing the councils that have signed up.

By signing the Pledge, your council is agreeing that the council will treat councillors, clerks, employees, members of the public, and representatives of partner organisations and volunteers with civility and respect in their roles and that it:

- Has put in place a training programme for councillors and staff
- Has signed up to the Code of Conduct for councillors
- Has good governance arrangements in place including staff contracts and a dignity at work policy
- Will seek professional help at the early stages should civility and respect issues arise
- Will commit to calling out bullying and harassment if and when it happens
- Will continue to learn from best practices in the sector and aspire to be a role model/champion council through for example the local Local Council Award Scheme
- Supports the continued lobbying for change in legislation to support the Civility and Respect Pledge including sanctions for elected members where appropriate



CIVILITY AND RESPECT PLEDGE

We asked sector-leading representatives to explain what the Civility and Respect Pledge is and why it's important for parish and town councils to sign up to help tackle poor behaviour and join the culture change.

NATIONAL ASSOCIATION OF LOCAL COUNCILS

We are the only recognised national membership organisation for community, neighbourhood, parish, and town councils. We believe these vibrant and dynamic councils are at the centre of community effort, delivering services and giving their communities a democratic voice.



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