

SOUTH DOWNS NATIONAL PARK AUTHORITY

REVISED INDEMNITY FOR MEMBERS AND

OFFICERS TERMS OF INDEMNITY

1. The Authority will, subject to the exceptions in paragraphs 1.1-1.3, indemnify each of its Members, including Co-opted Members, and employees (which term for the purposes of this Indemnity shall include any Independent Persons appointed by the Authority under s28 (7) of the Localism Act 2011, or replacement legislation, and volunteers undertaking authorised tasks) against any loss or damage suffered by the Member or employee arising from his/her action or failure to act in his/her capacity as a Member or employee of the Authority. This indemnity will not extend to loss or damage directly or indirectly caused by or arising from:
 - 1.1 any criminal offence, fraud or other deliberate wrongdoing or recklessness on the part of the Member or employee;
 - 1.2 any act or failure to act by the Member or employee otherwise than in his/her capacity as a member or employee of the Authority; or
 - 1.3 failure by the Member to comply with the Authority's Code of Conduct for Members.
2. The Authority will, subject to paragraphs 2.1 – 2.6 indemnify each of its Members and employees against the reasonable costs which he/she may incur in securing appropriate legal advice and representation in respect of any civil or criminal proceedings or Part 3 proceedings to which he/she is subject.
 - 2.1 "Criminal proceedings" includes any interview or investigation by the Police, and any proceedings before a criminal court, in the United Kingdom.
 - 2.2 "Part 3 proceedings" means any investigation or hearing in respect of an alleged failure to comply with the Authority's Code of Conduct for Members under Part 3 of the Local Government Act 2000.
 - 2.3 Subject to the agreement of the Monitoring Officer in any case and to any conditions he or she may impose, this indemnity shall extend to any advice or representation in respect of any claim or threatened claim in defamation against the member or employee.
 - 2.4 Where any Member or employee avails him/herself of this indemnity in respect of defending him/herself against any criminal proceedings or Part 3 proceedings, the indemnity is subject to a condition that if, in respect of the matter in relation to which the member or employee has made use of this indemnity:
 - 2.4.1 the Member or employee is convicted of a criminal offence in consequence of such proceedings, or
 - 2.4.2 a Standards Committee or the First Tier Tribunal determines that the Member has failed to comply with the Code of Conduct for Members and the conviction or determination is not overturned on appeal,the Member or employee as the case may be, shall reimburse the Authority for any sums expended by the Authority pursuant to the indemnity.
 - 2.5 Where the Authority arranges insurance to cover its liability under this indemnity, the requirement to reimburse in Paragraph 2.4 shall apply as if references to the Authority were references to the insurer.

3. For the purposes of this indemnity, a loss or damage shall be deemed to have arisen to the Member or employee "in his/her capacity as a member or employee of the Authority" where:
 - 3.1 The act or failure to act was outside the powers of the Authority, or outside the powers of the Member or employee, but the Member or employee reasonably believed that the act or failure to act was within the powers of the Authority or within the powers of the Member or employee (as appropriate) at the time that he/she acted or failed to act, as the case may be; or
 - 3.2 The act or failure to act occurred not in the discharge of the functions of the Member or employee as a Member or employee of the Authority but in their capacity as a Member or employee or representative of another organisation, where the Member or employee is, at the time of the action or failure to act, a Member or employee or representative of that organisation in consequence of his/her appointment as such Member or employee or representative of that organisation by the Authority.
4. The Authority undertakes not to sue (or join in action as co-defendant) a Member or employee of the Authority in respect of any negligent act or failure to act by the Member or employee in his/her capacity as a Member or employee of the Authority, subject to the following exceptions:
 - 4.1 Any criminal offence, fraud or other deliberate wrongdoing or recklessness on the part of the member or employee; or
 - 4.2 Any act or failure to act by the Member or employee otherwise than in his/her capacity as a Member or employee of the Authority.
5. This indemnity and undertaking will not apply if a Member or employee, without the express permission of the Monitoring Officer, admits liability or negotiates or attempts to negotiate a settlement of any claim, that would otherwise fall within the scope of the indemnity.
6. This indemnity and undertaking are without prejudice to the rights of the Authority to take disciplinary action against an employee in respect of any act or failure to act.
7. This indemnity and undertaking shall apply retrospectively to any act or failure to act which may have occurred before this date and shall continue to apply after the Member or employee has ceased to be a Member or employee of the Authority as well as during his/her membership of or employment by the Authority.

Adopted by South Downs National Park Authority

Date February 2011