

Banbury Town Council

Mark Hassall ACMA, MA
Town Clerk & RFO



The Town Hall
Bridge Street
Banbury
OX16 5QB

Tel: 01295 250340

Our Ref: A09062026
Please ask for: Helen Durkin
Email: helen.durkin@banbury.gov.uk

Date: 2 June 2026

To: All Members of the Resources Committee.

You are hereby summoned to attend a Meeting of the **RESOURCES COMMITTEE** to be held in the TOWN HALL, BRIDGE STREET, BANBURY on **TUESDAY 09 June 2026 at 6.30pm**, for the transaction of the following business.

A handwritten signature in black ink, appearing to be 'Mark Hassall'.

Mark Hassall
Town Clerk & RFO

BUSINESS TO BE TRANSACTED

- 1. Apologies for absence**
Contact Helen Durkin (helen.durkin@banbury.gov.uk).
- 2. Declarations of Interest**
Members are asked to declare any interests in items on the agenda, **and the nature of that interest**, in accordance with the Local Government Act 2000, the Banbury Town Council Code of Conduct and Section 106 of the Local Government Finance Act 1992 (Please refer to the notes at the end of Agenda).
- 3. Minutes of Last Meeting**
To approve as correct the Minutes of the Meeting held on 24 March and 12 May 2026 (**Enclosed**).
- 4. Income & Expenditure Monitoring Report**
To consider the report of the Town Clerk & RFO. (**Enclosure 4**)
- 5. Annual Accounts for the year ending 31st March 2026 (Unaudited)**
To receive and note the accounts for the twelve months to 31st March 2026. (**Enclosure 5**)
- 6. Internal Audit Report**
To receive and note the Annual Internal Audit Report (page 3 of the Annual Return).
- 7. HR / Employee Policies**
To consider the new / updated HR employee policies. (**Enclosure 6**)

Notes on declaration of interest

- (i) Any Member arriving after the start of the meeting is asked to declare any disclosable pecuniary interests as necessary as soon as practicable after their arrival even if the item in question has been considered;
- (ii) In such circumstances, the Member must withdraw from the meeting room, and should inform the Chairman accordingly.

It is not practical to offer detailed advice during the meeting.

Recording of Meeting

- (iii) Please be aware that an audio recording of the meeting may be made, as an aide-memoire for the purposes of the Clerk to ensure minutes reflect the overall tone and content of meetings, and will be deleted following the first approval of minutes.

RESOURCES COMMITTEE

Minutes of a meeting of the Resources Committee held at **6.30pm on Tuesday 24th March 2026** in the Town Hall, Banbury.

Present: Councillors Hussain (Chair), Eaton (Vice Chair)
Councillors: Beere, Mallon and Stansfield.

Officers: Mark Hassall (Town Clerk & RFO)
Paul Almond (Director of Environment)
Helen Durkin (Executive Officer)

R.16/26 Apologies for Absence

None

R.17/26 Declarations of Interest

Councillor Mallon declared an interest in the Local Government Reorganisation due to being an Oxfordshire County Councillor.

R.18/26 Minutes of the last Meeting

IT WAS RESOLVED that the Minutes of the Meeting held on 03 February 2026 be approved as a correct record and signed by the Chairman, seconded by Councillor Eaton.

R.19/26 Income & Expenditure Report

The Committee considered a report prepared by the Town Clerk & RFO comparing year-to-date income and expenditure with the projected annual budget for the financial year. The report showed all expenditure incurred up to 10 March 2026.

Officers responded to a range of questions from Members relating to various budget codes and financial procedures. Members' attention was drawn to the fact that overall, the Committees' expenditure was within forecast versus the projected budget.

General Services variances and points to note were principally:

- ◆ Cleaning contract costs with CDC will be invoiced in April for the previous year, therefore accrued at year end.
- ◆ Staffing costs across the committee remains within budget.
- ◆ Earmarked reserves to purchase a new digger and tractor is anticipated to be released in April/May 2026 upon receipt of machinery.
- ◆ Credits received for adjustments to Water meter readings year-to-date.
- ◆ Timing of invoicing for grounds maintenance works impacted by timing of February invoice across Parks.
- ◆ Quotes for works to boundary walls (incl. People's Park and Longlandes Way) and fencing (incl Bankside, Meadowsweet Way and Grimsbury Square) have been received, earmark reserves are held to enable funding of works following contractual agreement and completion, this protects revenue budgets to fund ongoing operational costs.
- ◆ Tree works address the appointment of an independent arboriculture inspections to undertake accelerated inspections of the entire estate,
- ◆ Funds to adopt software to improve Grounds Maintenance management and mapping will be placed in earmark reserves.
- ◆ Earmark reserves to complete improvements to Woodgreen Allotment access road will be retained to 2026/27.

- ◆ Commuted sums have now been received to reflect the adoption of Thenford Way play area and Bloxham Vale allotments, which will be recognised as revenue over the next 15 years on a straight line basis to offset operational costs associated with maintenance obligations of the sites contained in the S106 agreements with developers.
- ◆ Earmarked reserves to purchase a sports mower will be recognised in 2026/27 when delivery is anticipated.
- ◆ Earmark reserves are anticipated to be released 50% in March 26 and 50% in April 26 relating to Bankside and Moorfields MUGA resurfacing and resurfacing of sports hardstanding, whilst funding of Hillview play area refurbishment and Sports will be released in 26/27 upon contract completion.
- ◆ Release of Hardwick Hill cemetery extension funding relating to completion of planning requirements is anticipated in this financial year.

Underspend on Resources Committee, principally:

- ◆ Corporate, Central Administration and Civic continue to be well controlled, incorporating staff wide corporate statutory training requirements. It may be prudent to consider the creation of an earmark reserve to reflect legal support costs.
- ◆ Town Council Events are currently within budget parameters, supported by a grant receipt for Armed Forces Day 2025.
- ◆ Town Hall – includes utility costs to be recharged to OCC under the lease of first floor, alongside additional ongoing hire of the interview room by Age UK. Ongoing maintenance of plant and machinery in a Grade II listed building continue to utilise budget provision, e.g. lifts, air conditioning, fire and intruder alarm systems and waste pumps.
- ◆ Other services to the Public include timing of small grants (including Woodgreen Open Air pool subsidy to CDC), and finalisation of Christmas Lights costs. Crime prevention funds are targeted towards the improvement of CCTV provision, with the timing to be aligned with TVP and CDC finalising agreement on provision in Banbury.
- ◆ Other Costs & Income are in line with projected budget, with reserves being invested to achieve interest income target which is anticipated to finalise marginally below budget.

The Committee is invited to **receive and note** the Income & Expenditure report.

The Committee is invited to **note** that underspend to current budgets be utilised and transferred to earmarked projects to reflect increased inflationary pressures, thereby supporting delivery of planned Council objectives.

The Committee is invited to;

Authorise the creation of an earmark reserve to reflect legal support costs - £15k.

Authorise the creation of an earmark reserve to reflect improvements to CCTV provision - £5k.

Authorise the creation of an earmark reserve to reflect fencing to open spaces - £20k.

Authorise the creation of an earmark reserve to reflect Arboriculture works - £30k.

IT WAS RESOLVED to receive and note the Income and Expenditure report.

IT WAS RESOLVED to authorise the creation of an earmark reserve to reflect legal support costs - £15k and to authorise the creation of an earmark reserve to reflect improvements to CCTV provision £5k.

IT WAS RESOLVED to authorise the creation of an earmark reserve to reflect fencing to open spaces - £20k and to authorise the creation of an earmark reserve to reflect Arboriculture works - £30k.

R.20/26 Local Government Reorganisation

The Committee considered a report prepared by the Town Clerk & RFO. This was to authorise the Town Clerk to respond to the local government reorganisation on behalf of Banbury Town Council, in consultation with the leader of Banbury Town Council and the leader of the opposition.

Proposal: The Council will formally support the three unitary proposal for Local Government Reorganisation in Oxfordshire

Proposer Councillor Shaida Hussain, **Seconded** Councillor Kieron Mallon

Three unitary councils:

- Greater Oxford Council – covering Oxford and its Green Belt.
- Northern Oxfordshire Council – covering most of the existing Cherwell and West Oxfordshire districts.
- An adaptation of Ridgeway Council – covering most of the existing South Oxfordshire and Vale of White Horse districts combined with existing West Berkshire unitary

Council resolves to:

1. Endorse the three unitary proposal as its preferred option for Local Government Reorganisation in Oxfordshire.
2. Complete the government consultation, indicating the preference for the three unitary proposal.
3. Write to government to express this council's view on the preferred option and the reasons why we have decided to endorse it.

The Committee is invited to **receive** the report and;

The Committee is invited to **authorise** the Town Clerk & RFO to respond.

IT WAS RESOLVED to authorise the Town Clerk & RFO to respond.

Date of next meeting – **Tuesday 09 June 2026 at 18:30pm**

The meeting ended at 6:57pm

RESOURCES COMMITTEE

Minutes of a meeting of the Resources Committee held at **6.30pm on Tuesday 12th May 2026** in the Town Hall, Banbury.

Present: Councillor Hussain (Chair) Eaton (Vice Chair)
Councillors: Beere, Mallon and Stansfield.

Alternate Members:

Officers: Mark Hassall (Town Clerk & RFO)
Paul Almond (Director of Environment)
Helen Durkin (Executive Officer)

R.21/26 Apologies for Absence

Councillor Biegel

R.22/26 Declarations of Interest

None.

R.23/26 Election of a Chair

It was proposed by Councillor Stansfield, seconded by Councillor Eaton, and **WAS RESOLVED** that Councillor Hussain be elected as Chair for 2026/27.

R.24/26 Election of a Vice-Chair

It was proposed by Councillor Hussain, seconded by Councillor Stansfield, and **WAS RESOLVED** that Councillor Eaton be elected as Vice-Chair for 2026/27.

R.25/26 Appointment of Working Parties

It was proposed by Councillor Hussain, seconded by Councillor Eaton, and **WAS RESOLVED** that the following be appointed to the sub-committees and working groups for 2026/27.

i) Grants & Budget Sub-Committee

(Seats Allocated: Labour 5; Con/Lib 1)

Labour

1. Hussain
2. Cherry
3. Beere
4. Eaton
5. Vaitkus

Con/Lib

1. Mallon

ii) Dispersations Sub Committee

(Seats Allocated: Labour 5; Con/Lib 1)

Labour

1. Hussain
2. Biegel
3. Eaton
4. Richards
5. Vaitkus

Con/Lib

1. Mallon

Banbury Town Council

iii) Hearings Panel

(Seats Allocated: Labour 5; Con/Lib 1)

Labour

1. Hussain
2. Eaton
3. Richards
4. Elugwu
5. Cherry

Con/Lib

1. Mallon

iv) Local Honours

(Seats Allocated: Labour 5; Con/Lib 1)

Labour

1. Cherry
2. Elugwu
3. Hussain
4. Dhesi
5. Richards

Con/Lib

1. Mallon

v) Standing Orders Working Party

(Seats Allocated: Labour 5, Con/Lib 1)

Labour

1. Hussain
2. Eaton
3. Biegel
4. Beere
5. Richards

Con/Lib

1. Mallon

vi) Woodgreen Pool Working Party

(Seats Allocated: Labour 5, Con/Lib 1)

Labour

1. Hussain
2. Eaton
3. Biegel
4. Woodward
5. Cherry

Con/Lib

1. Mallon

vii) Events Working Party

(Seats Allocated: Labour 5, Con/Lib 1)

Labour

1. Eaton
2. Mears
3. Hussain
4. Biegel
5. Woodward

Con/Lib

1. Mallon

R.26/26 Appointment of Sub-Committees and Working Groups

It was proposed by Councillor Hussain, seconded by Councillor Eaton and **WAS RESOLVED** that the following be appointed to the sub-committees and working groups for 2026/27 as follows:

**Standing Committee Membership
2026 – 2027**

1. Resources Committee

(Seats allocated: Labour 5, Conservative/LD 1)

Labour

1. Hussain (Chair)
2. Eaton (Vice Chair)
3. Beere
4. Creed
5. Stansfield

Conservative/Lib Dem

1. Mallon

[Alternate Members]

Labour

1. Clarke
2. Crichton
3. Richards
4. Tohill-Martin
5. Urwick
6. Elugwu

Labour

7. Dhesi
8. Thornhill
9. Woodward
10. Cherry
11. Vaitkus

Conservative

1. Strangwood
2. Okeke

2. General Services Committee

(Seats allocated: Labour 5, Conservative/LD 1)

Labour

1. Cherry (Chair)
2. Biegel (Vice Chair)
3. Mears
4. Elugwu
5. Richards

Conservative/Lib Dem

1. Strangwood

[Alternate Members]

Labour

1. Hussain
2. Stansfield
3. Vaitkus
4. Eaton
5. Tohill-Martin
6. Clarke
7. Beere

Labour

8. Crichton
9. Woodward
10. Dhesi
11. Thornhill
12. Urwick
13. Creed

Conservative

1. Mallon
2. Harwood

3. Planning Committee

(Seats Allocated: Labour 5, Conservative/LD 1)

Labour

1. Beere (Chair)
2. Woodward (Vice Chair)
3. Dhesi
4. Thornhill
5. Tohill-Martin

Conservative/Lib Dem

1. Harwood

Banbury Town Council

[Alternate Members]

Labour

1. Hussain
2. Biegel
3. Vaitkus
4. Eaton
5. Mears
6. Clarke
7. Crichton

Labour

8. Richards
9. Stansfield
10. Urwick
11. Cherry
12. Creed
13. Elugwu

Conservative

1. Mallon
2. Strangwood

4. Appeals Panel

(Seats Allocated: Labour 5, Conservative/LD 1)

Labour

1. Richards
2. Crichton
3. Tohill-Martin
4. Mears
5. Biegel

Conservative/Lib Dem

1. Harwood

[Note: Appeals Panel members cannot be members of Resources Committee]

APPOINTMENTS TO OUTSIDE BODIES

Organisation	No'	Appointment 2025/2026	Nominations 2026/2027
Banbury & District Air Training Corps	1	Cllr Elugwu (L)	Cllr Elugwu (L)
Banbury & District Samaritans	1	Cllr Crichton (L)	Cllr Crichton (L)
Banbury & District Twinning Association	1	Cllr Woodward (L)	Cllr Woodward (L)
Banbury Bluecoat Foundation	1	-	Cllr Mallon (C)
Banbury Borough Bowling Club	1	-	VACANT
Banbury Canal Partnership	1	Cllr Mallon (C)	Cllr Mallon (C)
Banbury Citizen's Advice Bureau	1	Cllr Crichton (L)	Cllr Crichton (L)
Banbury Civic Society	1	Cllr Eaton (L)	Cllr Eaton (L)
Banbury Regeneration Area Oversight Group	6	Cllr Hussain Cllr Eaton Cllr Cherry Cllr Biegel Cllr Beere Cllr Woodward	Cllr Hussain (L) Cllr Mears (L) Cllr Biegel (L) Cllr Mallon (C) Cllr Harwood (C) Cllr Okeke (C)
Banbury Sea Cadets	1	Cllr Mallon (C)	Cllr Mallon (C)
Banbury Traffic Advisory Committee	3	Cllr Biegel (L) Cllr Tohill-Martin (L) Cllr Harwood (C)	Cllr Biegel (L) Cllr Tohill-Martin (L) Cllr Harwood (C)
BARKS	1	-	VACANT
Borough of Banbury Trust 2 (plus TM and DTM)	2	Cllr Hussain (L) Cllr Harwood (C)	Cllr Hussain (L) Cllr Mallon (C)
Chamber of Commerce	1	Cllr Thornhill (L)	Cllr Thornhill (L)
Cherwell Climate Change Partnership	1	Cllr Vaitkus (L)	Cllr Vaitkus (L)
Cherwell Community & Voluntary Service	1	Cllr Okeke (L)	Cllr Urwick (L)
Cherwell Crime Partnership: Banbury	1	Cllr Hussain (L) Cllr Mallon (C) (sub)	Cllr Cherry (L)
Community Partnership Network	1	Cllr Urwick (L)	Cllr Hussain (L) Cllr Mallon (C) (sub)
The Glebe Charity (Cricket Club)	1	Cllr Beere (L)	No Longer Required
The Hill	1	Cllr Cherry (L)	Cllr Cherry (L)
Sunshine Centre	1	Cllr Richards (L)	No Longer Required
Town Centre Partnership (3)	3	Cllr Hussain(L) Cllr Richards (L) Cllr Mallon (C)	Cllr Hussain(L) Cllr Richards (L) Cllr Mallon (C)

Background Papers: Nil

The meeting ended at 7.20pm

**GENERAL SERVICES COMMITTEE
2 June 2026**

**RESOURCES COMMITTEE
9 June 2026**

REPORT OF THE TOWN CLERK & RFO

INCOME & EXPENDITURE TO 21 May 2026

1. Introduction and Purpose of Report

1.1 To inform Members of income and expenditure compared with Year to Date (YTD) Budget for the financial year.

2. Wards Affected

2.1 All Wards.

3. Effect on Policy

3.1 Nil.

4. Contact Officer

4.1 Mark Hassall (01295 817313)

5. Background

5.1 The Council's Financial Regulations require that the Resources Committee be provided with a statement of income and expenditure to date under each head of the approved year-to-date annual revenue and capital budgets. As the main spending Committee, it is considered appropriate for this information to also be presented to the General Services Committee.

5.2 The Council's Accounting (RBS Omega) System provides reports that show Year-to Date (YTD) Budget and Actual YTD, for Income and Expenditure and any variance.

5.3 Attached is a report outlining summary income and expenditure against each cost centre.

6. Present Position

6.1 The attached report shows all expenditure incurred up to 21 May 2026. Overall the Committees expenditure is within forecast versus the projected budget. The main causes are addressed as follows:

7. General Services variances are principally

- ◆ Staffing costs remain within budget, and are subject to central government annual salary increases agreed with trade unions which will be backdated to 1st April. This underspend is compounded by a vacancy in Parks, with recruitment underway.

- ◆ Expenditure on ClearSkies software license to manage burial space records will be accommodated within the annual budget process.
- ◆ Timing of invoicing for grounds maintenance works impacted by timing of May invoice.
- ◆ Landscaping costs include new extended seating area hardstanding outside the café in Peoples Park.
- ◆ Tree works orders have largely been completed and with the final few days currently being undertaken, balancing available resources with recommendations from scheduled independent arboriculture inspections over an ongoing three-year timeframe.
- ◆ The first of three weed spraying sessions is currently programmed to be completed in May following the colder weather.
- ◆ Insurance for fleet vehicles has been completed, with wider insurance cover being renewed in July.
- ◆ The lease for cricket at Hanwell Fields has been completed, with a minimum term of five years with potential to extend. Hire of PlayZones continues to increase, and provision of tennis camps aim to further support engagement in healthy activities across parks.
- ◆ Replacement of the boiler at Horton View pavilion is planned to be completed before the football season commences.
- ◆ The final invoice for Space for Girls at Princess Diana Park is anticipated following completion of snagging issues raised with the contractor.

8. Underspend on Resources Committee also principally

- ◆ Corporate, Central Administration and Civic continue to be well controlled, with a marketing costs being planned in advance of the months ahead.
- ◆ Town Council Events are currently within acceptable budget parameters, whilst income is anticipated as in line with expectations, receipt follows a settlement period with our online booking system used with stallholders
- ◆ Town Hall – includes utility costs to be recharged to OCC under the lease of first floor.
- ◆ Other services to the Public include timing of small grants which have attracted strong interest, and timing of contribution funding to Cherwell Crime Partnership.
- ◆ Other Costs & Income are projected to achieve interest income target over the full budget year.

9. Financial Effects & Risk Assessment

9.1 This is a monitoring report so there are no specific financial effects arising from it. Without effective budget monitoring there is a risk that budgets will not be adhered to, thereby weakening the Council's ability to demonstrate an effective use of resources. This risk is being mitigated by closer monitoring of spend using a phased budget.

10. Recommendations

10.1 The Council is invited to receive and note the Income & Expenditure report.

Background Papers: Nil

General Services Committee101 Litter Control & Cleansing

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4107 Equipment General	0	0	0	8,500		8,500	0.0%	
4109 Cleansing Contract	6,000	0	(6,000)	178,909		172,909	3.4%	
Litter Control & Cleansing :- Indirect Expenditure	<u>6,000</u>	<u>0</u>	<u>(6,000)</u>	<u>187,409</u>	<u>0</u>	<u>181,409</u>	<u>3.2%</u>	<u>0</u>
Net Expenditure	<u>(6,000)</u>	<u>0</u>	<u>6,000</u>	<u>(187,409)</u>				

103 Cemeteries

1004 Burial Chambers	750	720	(30)	5,040			14.9%	
1005 Burial Fees	7,445	6,834	(611)	41,000			18.2%	
1007 Memorial Applications	2,750	2,334	(416)	14,000			19.6%	
1008 Exclusive Rights of Burial	5,645	2,750	(2,895)	16,500			34.2%	
1022 Premises Hire	4,607	4,581	(26)	4,581			100.6%	
Cemeteries :- Income	<u>21,197</u>	<u>17,219</u>	<u>(3,978)</u>	<u>81,121</u>			<u>26.1%</u>	<u>0</u>
4000 Salaries	40,307	45,096	4,789	270,580		230,273	14.9%	
4006 Training	2,140	750	(1,390)	5,000		2,860	42.8%	
4010 N N D Rates	1,406	1,416	10	7,080		5,674	19.9%	
4011 Water Charges	301	0	(301)	1,400		1,099	21.5%	
4013 Electricity	892	160	(732)	960		68	92.9%	
4014 Gas	0	150	150	900		900	0.0%	
4019 Cleaning Materials	0	100	100	600		600	0.0%	

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4020 Telephone	71	140	69	840		769	8.5%	
4023 Stationery/Office Supplies	0	0	0	200		200	0.0%	
4025 Insurance	1,000	4,000	3,000	7,000		6,000	14.3%	
4026 Subscriptions	110	0	(110)	0		(110)	0.0%	
4070 Computer Software	3,500	0	(3,500)	0		(3,500)	0.0%	
4071 Purchase Equipment	3,891	4,200	309	5,700		1,809	68.3%	
4072 Leasing Equipment	0	250	250	2,500		2,500	0.0%	
4100 Purchase Materials	403	650	247	3,900		3,497	10.3%	
4120 Building M & R (Other Contract	540	3,000	2,460	12,000		11,460	4.5%	
4122 Landscaping (Other Contractors	(1,605)	2,500	4,105	15,000		16,605	(10.7%)	
4123 Minor Alterations & Imp.	0	1,092	1,092	6,550		6,550	0.0%	
4132 Purchase Protective Clothing	732	416	(316)	2,500		1,768	29.3%	
4502 R & M Plant & Equipment	5,162	1,250	(3,912)	7,500		2,338	68.8%	
4571 Service Charges	304	416	112	2,500		2,196	12.2%	
4572 Fuel	379	320	(59)	3,120		2,741	12.2%	
Cemeteries :- Indirect Expenditure	59,534	65,906	6,372	355,830	0	296,296	16.7%	0
Net Income over Expenditure	(38,337)	(48,687)	(10,350)	(274,709)				
<u>110 Parks and Open Spaces</u>								
1010 Land Rents	2,180	2,840	660	8,747			24.9%	
Parks and Open Spaces :- Income	2,180	2,840	660	8,747			24.9%	0
4000 Salaries	35,437	41,884	6,447	251,301		215,864	14.1%	

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4005 Professional Subscriptions	0	0	0	600		600	0.0%	
4006 Training	0	834	834	5,000		5,000	0.0%	
4008 Car Allowances-Employee	0	0	0	1,500		1,500	0.0%	
4011 Water Charges	0	0	0	2,640		2,640	0.0%	
4013 Electricity	2,467	1,280	(1,187)	7,680		5,213	32.1%	
4014 Gas	0	0	0	350		350	0.0%	
4019 Cleaning Materials	0	0	0	600		600	0.0%	
4020 Telephone	119	220	102	1,320		1,202	9.0%	
4023 Stationery/Office Supplies	0	0	0	200		200	0.0%	
4025 Insurance	1,794	0	(1,794)	15,000		13,206	12.0%	
4026 Subscriptions	0	732	732	2,263		2,263	0.0%	
4032 Advertising/Publicity	0	0	0	300		300	0.0%	
4061 Management Plans	0	0	0	7,500		7,500	0.0%	
4070 Computer Software	7,240	8,000	760	24,105		16,865	30.0%	
4071 Purchase Equipment	0	500	500	3,000		3,000	0.0%	
4100 Purchase Materials	0	1,000	1,000	6,000		6,000	0.0%	
4107 Equipment General	300	1,416	1,116	8,500		8,200	3.5%	
4120 Building M & R (Other Contract	0	0	0	59,500		59,500	0.0%	
4121 Ground Mtnce (Other Contractor	11,205	28,400	17,195	225,400		214,195	5.0%	
4122 Landscaping (Other Contractors	4,372	0	(4,372)	28,000		23,628	15.6%	
4124 Building M & R Peoples Park	0	2,750	2,750	10,750		10,750	0.0%	
4132 Purchase Protective Clothing	112	0	(112)	1,300		1,188	8.6%	
4500 Arboriculture	(4,936)	9,134	14,070	54,802		59,738	(9.0%)	

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4501 Playground Equipment R & M	1,769	0	(1,769)	75,000		73,231	2.4%	
4502 R & M Plant & Equipment	0	0	0	3,000		3,000	0.0%	
4503 Purchase of Signs	0	0	0	6,000		6,000	0.0%	
4510 Floral Bedding	0	0	0	16,585		16,585	0.0%	
4511 Trees and Shrubs	0	734	734	14,000		14,000	0.0%	
4512 Bulbs	0	0	0	6,000		6,000	0.0%	
4514 Chemical Applications	(8)	3,544	3,552	10,682		10,690	(0.1%)	
4515 Aviary Maintenance	477	484	7	2,900		2,423	16.4%	
4520 Private Contractors	95	0	(95)	0		(95)	0.0%	
4571 Service Charges	780	0	(780)	2,000		1,220	39.0%	
4572 Fuel	371	334	(37)	2,000		1,629	18.5%	
Parks and Open Spaces :- Indirect Expenditure	61,592	101,246	39,654	855,778	0	794,186	7.2%	0
Net Income over Expenditure	(59,412)	(98,406)	(38,994)	(847,031)				
<u>113 Allotments</u>								
1010 Land Rents	4,462	4,371	(91)	4,854			91.9%	
Allotments :- Income	4,462	4,371	(91)	4,854			91.9%	0
4011 Water Charges	177	100	(77)	600		423	29.5%	
4070 Computer Software	0	450	450	450		450	0.0%	
4100 Purchase Materials	284	0	(284)	1,000		716	28.4%	
4120 Building M & R (Other Contract	0	0	0	2,000		2,000	0.0%	
4121 Ground Mtnc (Other Contractor	38	420	382	3,020		2,982	1.3%	

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

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Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4514 Chemical Applications	8	0	(8)	0		(8)	0.0%	
4520 Private Contractors	0	500	500	3,000		3,000	0.0%	
Allotments :- Indirect Expenditure	<u>507</u>	<u>1,470</u>	<u>963</u>	<u>10,070</u>	<u>0</u>	<u>9,563</u>	<u>5.0%</u>	<u>0</u>
Net Income over Expenditure	<u>3,955</u>	<u>2,901</u>	<u>(1,054)</u>	<u>(5,216)</u>				
<u>114 Park Rangers</u>								
4000 Salaries	24,231	25,588	1,357	153,525		129,294	15.8%	
4006 Training	0	834	834	5,000		5,000	0.0%	
4010 N N D Rates	1,602	1,610	8	8,236		6,634	19.5%	
4011 Water Charges	0	166	166	1,000		1,000	0.0%	
4013 Electricity	0	234	234	1,400		1,400	0.0%	
4014 Gas	177	160	(17)	960		783	18.4%	
4020 Telephone	95	300	206	1,800		1,706	5.3%	
4025 Insurance	2,500	0	(2,500)	14,203		11,703	17.6%	
4100 Purchase Materials	157	172	15	1,200		1,043	13.1%	
4107 Equipment General	0	0	0	2,000		2,000	0.0%	
4120 Building M & R (Other Contract	0	800	800	4,800		4,800	0.0%	
4131 Purchase Equipment	0	68	68	4,200		4,200	0.0%	
4132 Purchase Protective Clothing	17	0	(17)	2,000		1,983	0.9%	
4502 R & M Plant & Equipment	0	0	0	600		600	0.0%	
4571 Service Charges	1,709	0	(1,709)	9,000		7,291	19.0%	
4572 Fuel	738	0	(738)	2,200		1,462	33.5%	
Park Rangers :- Indirect Expenditure	<u>31,226</u>	<u>29,932</u>	<u>(1,294)</u>	<u>212,124</u>	<u>0</u>	<u>180,898</u>	<u>14.7%</u>	<u>0</u>
Net Expenditure	<u>(31,226)</u>	<u>(29,932)</u>	<u>1,294</u>	<u>(212,124)</u>				

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

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Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>120 Sports Facilities</u>								
1020 Sports Hire	4,402	2,955	(1,447)	17,865			24.6%	
1021 Licence and Premises Hire	23,543	7,912	(15,631)	11,757			200.2%	
Sports Facilities :- Income	<u>27,945</u>	<u>10,867</u>	<u>(17,078)</u>	<u>29,622</u>			<u>94.3%</u>	<u>0</u>
4000 Salaries	0	1,834	1,834	11,000		11,000	0.0%	
4010 N N D Rates	1,899	1,500	(399)	7,500		5,601	25.3%	
4011 Water Charges	102	300	198	1,800		1,698	5.7%	
4013 Electricity	1,358	2,000	642	7,500		6,142	18.1%	
4014 Gas	276	624	348	3,750		3,474	7.4%	
4017 Caretaking and Cleaning	2,109	0	(2,109)	0		(2,109)	0.0%	
4019 Cleaning Materials	97	200	103	1,200		1,103	8.1%	
4100 Purchase Materials	842	1,250	408	7,500		6,658	11.2%	
4107 Equipment General	0	0	0	5,500		5,500	0.0%	
4120 Building M & R (Other Contract	(356)	17,500	17,856	30,500		30,856	(1.2%)	
4121 Ground Mtnce (Other Contractor	14,913	15,730	817	94,381		79,468	15.8%	
4124 Building M & R Peoples Park	76	0	(76)	0		(76)	0.0%	
4530 Bowling Green	578	500	(78)	10,130		9,552	5.7%	
Sports Facilities :- Indirect Expenditure	<u>21,895</u>	<u>41,438</u>	<u>19,543</u>	<u>180,761</u>	<u>0</u>	<u>158,866</u>	<u>12.1%</u>	<u>0</u>
Net Income over Expenditure	<u>6,050</u>	<u>(30,571)</u>	<u>(36,621)</u>	<u>(151,139)</u>				

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>131 Banbury in Bloom</u>								
4651 Floral Sponsorship	0	0	0	8,257		8,257	0.0%	
4652 Planting Day in the Park	166	500	334	4,050		3,884	4.1%	
Banbury in Bloom :- Indirect Expenditure	<u>166</u>	<u>500</u>	<u>334</u>	<u>12,307</u>	<u>0</u>	<u>12,141</u>	<u>1.3%</u>	<u>0</u>
Net Expenditure	<u>(166)</u>	<u>(500)</u>	<u>(334)</u>	<u>(12,307)</u>				
<u>132 Banbury Cross & FineLady</u>								
4120 Building M & R (Other Contract	0	0	0	5,800		5,800	0.0%	
Banbury Cross & FineLady :- Indirect Expenditure	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,800</u>	<u>0</u>	<u>5,800</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>0</u>	<u>0</u>	<u>(5,800)</u>				
<u>150 Public Clocks</u>								
4000 Salaries	156	176	20	1,056		900	14.8%	
4013 Electricity	0	60	60	360		360	0.0%	
4120 Building M & R (Other Contract	(915)	0	915	1,500		2,415	(61.0%)	
4521 Service of Public Clock	1,095	0	(1,095)	1,600		505	68.4%	
Public Clocks :- Indirect Expenditure	<u>336</u>	<u>236</u>	<u>(100)</u>	<u>4,516</u>	<u>0</u>	<u>4,180</u>	<u>7.4%</u>	<u>0</u>
Net Expenditure	<u>(336)</u>	<u>(236)</u>	<u>100</u>	<u>(4,516)</u>				

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>160 Capital Costs</u>								
1500 Contribution from Reserves	0	0	0	180,000			0.0%	
Capital Costs :- Income	<u>0</u>	<u>0</u>	<u>0</u>	<u>180,000</u>			<u>0.0%</u>	<u>0</u>
4501 Playground Equipment R & M	2,120	0	(2,120)	0		(2,120)	0.0%	
4551 Capital - Hardwick Hill Cemeta	(520)	120,000	120,520	120,000		120,520	(0.4%)	
4552 Capital - Play Areas	(27,579)	0	27,579	71,500		99,079	(38.6%)	
4554 Capital - Park Refurb	0	0	0	60,000		60,000	0.0%	
Capital Costs :- Indirect Expenditure	<u>(25,979)</u>	<u>120,000</u>	<u>145,979</u>	<u>251,500</u>	<u>0</u>	<u>277,479</u>	<u>(10.3%)</u>	<u>0</u>
Net Income over Expenditure	<u>25,979</u>	<u>(120,000)</u>	<u>(145,979)</u>	<u>(71,500)</u>				
<u>201 Bus Shelters</u>								
4109 Cleansing Contract	0	0	0	1,820		1,820	0.0%	
4800 Replacement Shelters	0	0	0	6,000		6,000	0.0%	
4802 Maintenance	0	0	0	2,720		2,720	0.0%	
Bus Shelters :- Indirect Expenditure	<u>0</u>	<u>0</u>	<u>0</u>	<u>10,540</u>	<u>0</u>	<u>10,540</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>0</u>	<u>0</u>	<u>(10,540)</u>				
<u>202 Salt Bins</u>								
4107 Equipment General	0	0	0	4,000		4,000	0.0%	
Salt Bins :- Indirect Expenditure	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,000</u>	<u>0</u>	<u>4,000</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>0</u>	<u>0</u>	<u>(4,000)</u>				

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Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

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Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
General Services Committee :- Income	55,783	35,297	(20,486)	304,344			18.3%	
Expenditure	155,278	360,728	205,450	2,090,635	0	1,935,357	7.4%	
Movement to/(from) Gen Reserve	<u>(99,495)</u>	<u>(325,431)</u>	<u>(225,936)</u>	<u>(1,786,291)</u>				

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Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

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Committee Report

Resources Committee301 Corporate Management

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4050 Bank Charges	210	366	156	2,200		1,990	9.5%	
4056 Internal Audit	525	510	(15)	1,510		985	34.8%	
4057 Audit Fees	0	0	0	3,234		3,234	0.0%	
4058 Professional Fees	980	1,116	136	6,700		5,720	14.6%	
4059 Legal Support	2,450	1,292	(1,158)	7,750		5,300	31.6%	
Corporate Management :- Indirect Expenditure	4,165	3,284	(881)	21,394	0	17,229	19.5%	0
Net Expenditure	(4,165)	(3,284)	881	(21,394)				

302 Civic and Ceremonial

4000 Salaries	0	212	212	1,273		1,273	0.0%	
4006 Training	0	0	0	350		350	0.0%	
4022 Printing	0	0	0	975		975	0.0%	
4023 Stationery/Office Supplies	0	56	56	336		336	0.0%	
4026 Subscriptions	0	0	0	320		320	0.0%	
4850 Uniforms	0	0	0	200		200	0.0%	
4851 Incoming Mayors Allowance	1,000	135	(865)	10,000		9,000	10.0%	
4852 Outgoing Mayors Allowance	0	1,000	1,000	1,000		1,000	0.0%	
4854 Civic Property Maintenance	0	0	0	450		450	0.0%	
4855 Civic Insignia	513	0	(513)	4,650		4,138	11.0%	
Civic and Ceremonial :- Indirect Expenditure	1,513	1,403	(110)	19,554	0	18,042	7.7%	0
Net Expenditure	(1,513)	(1,403)	110	(19,554)				

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>305 Central Administration</u>								
4000 Salaries	43,570	50,190	6,620	301,138		257,568	14.5%	
4005 Professional Subscriptions	160	248	88	1,482		1,322	10.8%	
4006 Training	333	0	(333)	5,700		5,367	5.8%	
4007 Subsistence	152	308	156	1,850		1,698	8.2%	
4009 Travel Allowances	0	20	20	125		125	0.0%	
4020 Telephone	364	600	236	3,600		3,236	10.1%	
4021 Postage	100	550	450	3,300		3,200	3.0%	
4022 Printing	480	420	(60)	2,520		2,040	19.0%	
4023 Stationery/Office Supplies	220	420	200	2,520		2,300	8.7%	
4025 Insurance	0	0	0	5,875		5,875	0.0%	
4026 Subscriptions	300	1,136	836	6,815		6,515	4.4%	
4031 Staff Advertising	0	0	0	2,000		2,000	0.0%	
4032 Advertising/Publicity	196	416	220	2,500		2,304	7.8%	
4033 Tourism/Marketing	5,673	2,420	(3,253)	22,160		16,487	25.6%	
4035 Books & Publications	0	34	34	200		200	0.0%	
4070 Computer Software	5,267	4,608	(659)	27,655		22,388	19.0%	
4071 Purchase Equipment	0	16	16	100		100	0.0%	
4073 Purchase Furniture	0	0	0	1,000		1,000	0.0%	
4136 Purchase IT Equipment	0	0	0	1,500		1,500	0.0%	
4850 Uniforms	43	0	(43)	500		457	8.6%	
4856 Photography	0	0	0	375		375	0.0%	
5000 Contingency Fund & Provision	0	0	0	5,000		5,000	0.0%	
Central Administration :- Indirect Expenditure	<u>56,858</u>	<u>61,386</u>	<u>4,528</u>	<u>397,915</u>	<u>0</u>	<u>341,057</u>	<u>14.3%</u>	<u>0</u>
Net Expenditure	<u>(56,858)</u>	<u>(61,386)</u>	<u>(4,528)</u>	<u>(397,915)</u>				

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>310 Town Council Events</u>								
1000 Miscellaneous Income	(1,139)	0	1,139	0			0.0%	
1055 Food Festivals	38	4,800	4,762	12,800			0.3%	
1070 Canalside Festival Income	0	0	0	7,760			0.0%	
1073 Town Mayors Sunday	0	0	0	1,300			0.0%	
1075 Banbury Show Income	0	0	0	4,000			0.0%	
1076 Christmas Lights Switch On	0	0	0	1,200			0.0%	
Town Council Events :- Income	(1,101)	4,800	5,901	27,060			(4.1%)	0
4000 Salaries	17,826	18,358	532	110,146		92,320	16.2%	
4074 Armed Forces Day	0	61	61	7,568		7,568	0.0%	
4076 Christmas Lights Switch On	0	0	0	9,922		9,922	0.0%	
4300 Town Mayor's Inauguration	957	0	(957)	2,098		1,141	45.6%	
4310 Town Mayors Sunday	0	0	0	4,649		4,649	0.0%	
4320 Battle of Britain	0	0	0	2,297		2,297	0.0%	
4330 Remembrance Day	225	0	(225)	6,078		5,853	3.7%	
4360 Canalside Festival	0	0	0	15,274		15,274	0.0%	
4370 Banbury Music Mix	0	0	0	6,986		6,986	0.0%	
4380 Banbury Show	0	0	0	15,708		15,708	0.0%	
4390 Food Festivals	4,162	7,563	3,401	15,126		10,964	27.5%	
5001 Seasonal Events	401	0	(401)	0		(401)	0.0%	
Town Council Events :- Indirect Expenditure	23,571	25,982	2,411	195,852	0	172,281	12.0%	0
Net Income over Expenditure	(24,672)	(21,182)	3,490	(168,792)				

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

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Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>311 Town Hall</u>								
1021 Licence and Premises Hire	0	0	0	16,480			0.0%	
1022 Premises Hire	167	500	333	3,000			5.6%	
Town Hall :- Income	<u>167</u>	<u>500</u>	<u>333</u>	<u>19,480</u>			<u>0.9%</u>	<u>0</u>
4000 Salaries	4,752	4,408	(344)	26,446		21,694	18.0%	
4010 N N D Rates	4,030	4,066	36	20,330		16,300	19.8%	
4011 Water Charges	62	160	98	960		898	6.5%	
4013 Electricity	67	1,400	1,333	8,400		8,333	0.8%	
4014 Gas	2,465	200	(2,265)	1,200		(1,265)	205.4%	
4015 Alarms	0	166	166	1,000		1,000	0.0%	
4016 Window Cleaning	(70)	84	154	500		570	(14.0%)	
4019 Cleaning Materials	97	242	145	1,450		1,353	6.7%	
4023 Stationery/Office Supplies	7	84	77	500		493	1.3%	
4025 Insurance	0	0	0	14,325		14,325	0.0%	
4032 Advertising/Publicity	0	100	100	600		600	0.0%	
4071 Purchase Equipment	273	416	143	2,500		2,227	10.9%	
4120 Building M & R (Other Contract	2,335	2,700	365	11,960		9,625	19.5%	
4300 Town Mayor's Inauguration	279	0	(279)	0		(279)	0.0%	
4502 R & M Plant & Equipment	90	796	706	4,775		4,685	1.9%	
4850 Uniforms	0	34	34	200		200	0.0%	
4870 Catering	0	230	230	1,380		1,380	0.0%	
4871 Licences inc PRS Fees	0	92	92	550		550	0.0%	
Town Hall :- Indirect Expenditure	<u>14,388</u>	<u>15,178</u>	<u>790</u>	<u>97,076</u>	<u>0</u>	<u>82,688</u>	<u>14.8%</u>	<u>0</u>
Net Income over Expenditure	<u>(14,221)</u>	<u>(14,678)</u>	<u>(457)</u>	<u>(77,596)</u>				

Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

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Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>315 Other Services to the Public</u>								
4700 Christmas Lighting Scheme	0	0	0	70,628		70,628	0.0%	
4724 Open Air Pool Subsidy	0	0	0	100,508		100,508	0.0%	
4900 Grants	3,500	2,840	(660)	15,000		11,500	23.3%	
4901 Crime Prevention Support	3,000	0	(3,000)	16,300		13,300	18.4%	
4902 Election Costs	0	0	0	3,000		3,000	0.0%	
4903 Local Honors Scheme	0	0	0	1,000		1,000	0.0%	
Other Services to the Public :- Indirect Expenditure	<u>6,500</u>	<u>2,840</u>	<u>(3,660)</u>	<u>206,436</u>	<u>0</u>	<u>199,936</u>	<u>3.1%</u>	<u>0</u>
Net Expenditure	<u>(6,500)</u>	<u>(2,840)</u>	<u>3,660</u>	<u>(206,436)</u>				
<u>320 Other Costs and Income</u>								
1176 Precept Received	2,384,754	2,384,754	0	2,384,754			100.0%	
1190 Interest Received	199	0	(199)	197,848			0.1%	
Other Costs and Income :- Income	<u>2,384,953</u>	<u>2,384,754</u>	<u>(199)</u>	<u>2,582,602</u>			<u>92.3%</u>	<u>0</u>
4951 Revenue Contribution to Capita	0	0	0	10,000		10,000	0.0%	
Other Costs and Income :- Indirect Expenditure	<u>0</u>	<u>0</u>	<u>0</u>	<u>10,000</u>	<u>0</u>	<u>10,000</u>	<u>0.0%</u>	<u>0</u>
Net Income over Expenditure	<u>2,384,953</u>	<u>2,384,754</u>	<u>(199)</u>	<u>2,572,602</u>				
Resources Committee :- Income	2,384,019	2,390,054	6,035	2,629,142			90.7%	
Expenditure	106,994	110,073	3,079	948,227	0	841,233	11.3%	
Movement to/(from) Gen Reserve	<u>2,277,025</u>	<u>2,279,981</u>	<u>2,956</u>	<u>1,680,915</u>				

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Detailed Income & Expenditure by Phased Budget Heading 21/05/2026

Month No: 2

Committee Report

	Year To Date Actual	Year To Date Budget	Year To Date	Total Annual Budget	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Grand Totals:- Income	2,439,802	2,425,351	(14,451)	2,933,486			83.2%	
Expenditure	262,272	470,801	208,529	3,038,862	0	2,776,590	8.6%	
Net Income over Expenditure	<u>2,177,531</u>	<u>1,954,550</u>	<u>(222,981)</u>	<u>(105,376)</u>				
Movement to/(from) Gen Reserve	<u>2,177,531</u>	<u>1,954,550</u>	<u>(222,981)</u>	<u>(105,376)</u>				

Banbury Town Council

Statement of Accounts

(Not Subject to Audit)

31 March 2026

Banbury Town Council

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4 to 5	Statement of Accounting Policies
6	Statement of Responsibilities for the Accounts
7	Income and Expenditure Account
8	Income And Expenditure Account and Annual Return Reconciliation
9	Balance Sheet
10 to 12	Notes to the Accounts
Appendix A	Earmarked Reserves Summary
Appendix B	Reserves Reconciliation Summary
Appendix C	Annual Return Reconciliation

Banbury Town Council

Council Information

Town Mayor

Cllr Kieron Mallon

Councillors

Cllr Andrew Beere
Cllr Rebecca Biegel
Cllr Chris Brant
Cllr Becky Clarke
Cllr Mark Cherry
Cllr Isabel Creed
Cllr Andrew Crichton
Cllr Balbir Dhesi
Cllr Andrew Eaton
Cllr Henry Elugwu
Cllr Ian Harwood
Cllr Shaida Hussain
Cllr Helen Mears
Cllr Chukwudi Okeke
Cllr Barry Richards
Cllr Jayne Strangwood
Cllr John Stansfield
Cllr Kerrie Thornhill
Cllr Sian Tohill-Martin
Cllr James Urwick
Cllr Dom Vaitkus
Cllr Wendy Woodward

Clerk to the Council and Responsible Financial Officer

Mark Hassall ACMA CGMA MA

Auditors

Moore

Banbury Town Council

Introduction to Accounting Statements

For the Year Ended 31 March 2026

The Accounting and Audit Regulations governing the production of the Council's accounts were amended on 31 March 2012. Prior to this date the Council were obliged to prepare its accounts under the 2008 FRSSE and these accounts were subject to a full code audit.

The new regulations allow the Council to adopt the Limited Assurance Audit Regime, the principal advantage being a considerable saving in audit fees and a less arduous audit regime.

The Council's statutory accounts are now produced in the form of the Annual Return. The Statements of Accounts which are not subject to audit provides background workings and explanations of the figures declared in the Annual Return.

The following items are included:

The Statement of Accounting Policies

This statement details the legislation and the accounting principles on which the financial statements are prepared.

The Statement of Responsibilities

This statement identifies the Council's responsibilities and identifies the officer who is responsible for the Council's financial affairs.

The Income and Expenditure Account (Unaudited)

This document shows the income generated and the total expenditure on the services provided by the Council for the year. If required, this document includes capital expenditure and the capital element of loan repayments.

The Income and Expenditure Account Reconciliation (Unaudited)

This document reconciles the figures shown in the Income and Expenditure Account to the Annual Return.

The Balance Sheet (Unaudited)

This sets out the financial position of the Council on 31 March. It shows the value of its assets, the value of its cash and bank values, how much it is owed and how much it owes and the balance of reserves at its disposal.

Notes to the Accounts

These provide further information on the amounts included in the financial statements.

Budget Comparison for the year ended 31 March 2026

The Council's policy is to estimate the total expenditure for the year, which may contain capital expenditure not financed via the precept. Any such expenditure of this type is included within the actual revenue expenditure for the year.

The budget out-turn is summarised below :

	Net Expenditure	Net Budget	Variance
SERVICES TO THE PUBLIC			
Litter and Dog Bins	(168,555)	(179,405)	10,850
Cemeteries	(245,663)	(263,560)	17,897
Open Spaces, Sport and Recreation	(1,012,547)	(1,184,906)	172,359
Cultural and Heritage	(21,950)	(18,348)	(3,602)
Bus Shelters and Grit Bins	(2,938)	(14,040)	11,102
Capital Costs	(140,922)	(93,930)	(46,992)
	(1,592,575)	(1,754,189)	161,614
DEMOCRATIC, CIVIC AND CENTRAL COSTS			
Civic and Events	(210,859)	(240,406)	29,547
Service Support Costs	(396,160)	(424,113)	27,953
Town Hall	(65,670)	(69,291)	3,621
Swimming Pool and Other Grants	(105,202)	(110,722)	5,520
Capital Costs			-
Interest and Other Income	204,641	197,817	6,824
	(573,250)	(646,715)	73,465
Developer Contribution under S106 agreements	105,866	105,866	-
Precept	2,299,215	2,299,215	-
Net surplus/(deficit)	239,256	4,177	235,079

It is the Council's policy to provide full information about its affairs. Interested members of the public have a statutory right to inspect the accounts before the audit is completed. The availability of the accounts for inspection is advertised on the Council's notice boards and website.

Further information about the accounts is available from The Town Hall, Bridge Street, Banbury, OX16 5QB. This is part of the Council's policy of providing full information about its affairs.

Banbury Town Council

Statement of Accounting Policies

31 March 2026

Accounting Convention

The accounts have been prepared in accordance with the Governance and Accountability for Local Councils – A Practitioners Guide (England).

These accounts have been prepared having regard to the fundamental accounting concepts of: Going Concern, Prudence, Accruals, Relevance, Consistency, Reliability, Comparability, Understandability and Materiality.

The accounts have been prepared under the historical cost convention.

Prior to 1 April 2012 the Council's accounts were prepared in line with the Financial Reporting Standard for Smaller Entities (FRSSE 2008). The change from the FRSSE has resulted in a review of accounting policies, with changes in respect of the treatment of Fixed Assets.

Fixed Assets

All expenditure on the acquisition, creation or enhancement of fixed assets above the Council de-minimus (currently £5,000) is written off to the Council's Income and Expenditure Account in the year of acquisition. Expenditure on fixed assets is then included in the Balance Sheet with a corresponding transaction shown in the Capital Financing Reserve to balance the transaction.

Fixed Assets are included in the balance sheet at carrying value current on 31 March 2009 together with subsequent acquisitions and enhancements at cost.

Depreciation Policy

All assets are held at cost on the balance sheet, in line with the accounting regulations.

Disposals

Where an asset is disposed of at a value above the de-minimus level (currently £10,000), the proceeds of the capital receipt within the meaning of the Local Authorities (Capital Financing and Accounting) (England) Regulations 2011, are included in the Income and Expenditure Account and carried to the Useable Capital Receipts Reserve.

Grants or Contributions from Government or Related Bodies

Capital Grants

Where a fixed asset has been acquired or improved with the financing either wholly or in part by a grant or contribution from government or a related body, e.g. Sports Council, the full amount of the grant has been included in the Income and Expenditure Account to off-set the cost of purchasing the relevant asset.

Revenue Grants

Whether paid on account by instalment or in arrears grants and third party contributions are recognised as income on the date the Council receives the payment. Revenue grants are matched in revenue accounts with the service expenditure to which they relate and are shown under a separate heading in the Statutory Income and Expenditure Account.

Capital Receipts

Capital receipts arising from the disposal of fixed assets are taken to the Capital Receipts Reserve until such time as they are used to finance new capital expenditure.

Investments

Investments over one year in length are not included in the balance sheet and realised gains or losses are taken into the Income and Expenditure account as realised.

Stocks and Work in Progress

Stocks where relevant are being constantly replaced and their value is not material to assessing the Council's state of affairs, as a result, stock is written off directly to revenue expenditure.

Debtors and Creditors

The revenue accounts of the Council are maintained on an accruals basis in accordance with the regulations. That is, sums due to or from the Council during the year are included whether or not the cash has actually been received or paid in the year. Exceptions to this are payment of regular quarterly and other accounts (e.g. telephones, electricity). This policy is applied consistently each year. Therefore, it will not have a material effect on the year's accounts or on the Council's annual budget.

The Council reviews the level of its commercial debtors on a regular basis and provisions are made, as required, where the likelihood of amounts proving ultimately collectable is in doubt.

Value Added Tax

Income and Expenditure excludes any amounts related to VAT, as all VAT suffered/collected is recoverable from or payable to HM Revenue and Customs. Any amounts not so recoverable are treated as a separate expense.

External Loan Repayments

When required, details of the Council's external borrowings are shown in the notes.

The Council shows external borrowings in its Balance Sheet. However the capital element of loan repayments is included in the Income and Expenditure Account and transferred to the Balance Sheet via the Capital Financing Account.

Leases

The Council has no commitments under finance leases. Rentals payable under operating leases are charged to revenue on an accruals basis.

Reserves

The Council maintains certain reserves to meet general and specific future expenditure. The purpose of the Council's reserves is explained in the notes.

The Capital Financing Reserve is maintained to manage the accounting processes for tangible fixed assets. It does not represent usable resources for the Council:

Capital receipts arising from the disposal of fixed assets are taken to the Useable Capital Receipts Reserve until such time as they are used to finance new capital expenditure.

Interest Income

All interest receipts are credited initially to general funds.

Interest is reallocated to certain reserves based on the level of their fund balance.

Cost of Support Services

The costs of management and administration have been apportioned to services on an appropriate and consistent basis.

Pensions

The pension costs that are charged against precept in the Council's accounts, in respect of its employees, are equal to the contributions paid to the funded pension scheme for those employees.

These contributions are determined by the fund's actuary on a triennial basis and are set to meet 100% of the liabilities of the pension fund, in accordance with relevant government regulations.

The Local Government scheme is accounted for as a defined benefit scheme.

Banbury Town Council

Statement of Responsibilities for the Accounts

31 March 2026

The Council's Responsibilities

The Council is required:

to make arrangements for the proper administration of its financial affairs

to secure that one of its officers has the responsibility for the administration of those affairs.
At this Council, that officer is the Responsible Financial Officer (RFO).

to manage its affairs to secure economic, efficient and effective use of resources and
safeguard its assets

to approve the Annual Return

The Responsible Financial Officer's Responsibilities

The RFO is responsible for the preparation of the Council's statement of accounts as contained in *Governance and Accountability for Local Councils (Part 3) - A Practitioners Guide England "The Guide"*, to present a true and fair view of the financial position of the Council at 31 March 2025 and its income and expenditure for the year then ended.

In preparing the statements of accounts, the RFO has:

selected suitable accounting policies and then applied them consistently

made judgements and estimates that were reasonable and prudent, and complied with the guide.

The RFO has also:

kept proper accounting records which were up to date, and

taken reasonable steps for the prevention and detection of fraud and other irregularities.

Responsible Financial Officer's Certificate

I hereby certify that the statement of accounts presents a true and fair view of the position of Banbury Town Council at 31 March 2026, and its income and expenditure for the year ended 31 March 2026

Signed:
Responsible Financial Officer - Mark Hassall

Date:

Banbury Town Council

Income and Expenditure Account

for the year ended 31 March 2026

Prior Year		2026	2026	2026
£		£	£	£
Net		Gross		Net
Expenditure		Expenditure	Income	Expenditure
	SERVICES TO THE PUBLIC			
(167,523)	Litter and Dog Bins	(168,555)		(168,555)
(262,676)	Cemeteries	(332,402)	86,739	(245,663)
(1,029,951)	Open Spaces, Sport and Recreation	(1,079,564)	67,017	(1,012,547)
(2,834)	Cultural and Heritage	(21,950)		(21,950)
(2,124)	Bus Shelters and Grit Bins	(2,938)		(2,938)
(17,794)	Capital Costs	(716,637)	575,715	(140,922)
347,209	Developer Contribution under S106 agreements		129,230	129,230
	DEMOCRATIC, CIVIC AND CENTRAL COSTS			
(280,767)	Civic and Events	(255,982)	45,123	(210,859)
(368,974)	Service Support Costs	(396,160)		(396,160)
(86,545)	Town Hall	(88,765)	23,095	(65,670)
(101,257)	Swimming Pool and Other Grants	(105,202)	-	(105,202)
(6,406)	Capital Costs	-	-	-
235,446	Interest and Other Income	-	204,641	204,641
<u>(1,744,196)</u>		<u>(3,168,155)</u>	<u>1,131,560</u>	<u>(2,036,595)</u>
2,230,520	Precept			2,299,215
<u>486,324</u>	Net Surplus/(Deficit)			<u>262,620</u>

Balances at		Balances at	Movement	Balances at
Prior Year	RESERVES	31 March	in Year	31 March
		2025		2026
1,531,051	General Fund	1,531,051	152,956	1,684,007
2,736,902	Earmarked Reserves	2,736,902	86,300	2,823,202
878,060	Land transfer maintenance	878,060	23,364	901,424
<u>5,146,013</u>	Total	<u>5,146,013</u>	<u>262,620</u>	<u>5,408,633</u>

Banbury Town Council

Income and Expenditure Account and Annual Return Reconciliation

for the year ended 31 March 2026

Annual Return Box Numbers	Income			Expenditure		
	Box 2	Box 3		Box 4	Box 5	Box 6
	Precept	Other Income	Total	Staff Costs	Loans Repaid	Other Costs
Services to the Public						
Litter and Dog Bins		-	-	-		(168,555)
Cemeteries		86,739	86,739	(261,771)		(70,631)
Open Spaces, Sport and Recreation		67,017	67,017	(370,463)		(709,101)
Cultural and Heritage		-	-	-		(21,950)
Bus Shelters and Grit Bins		-	-	-		(2,938)
Capital Costs		575,715	575,715	-		(716,637)
Democratic, Management and Civic						
Civic and Events		45,123	45,123	(105,172)		(150,810)
Service Support Costs		-	-	(284,678)		(111,483)
Town Hall		23,095	23,095	(28,415)		(60,350)
Swimming Pool and Other Grants		-	-	-		(105,202)
Capital Costs		-	-	-		-
Interest and Other Income		204,641	204,641	-		-
Precept	2,299,215	-	2,299,215	-		-
S106 Developer Contributions		129,230	129,230			
Totals Carried to Annual Return	2,299,215	1,131,560	3,430,775	(1,050,499)	-	(2,117,657)
						(3,168,156)

Banbury Town Council

Balance Sheet

as at 31 March 2026

Previous Year £		Box	2026 £	2026 £
	Current Assets			
123,654	Debtors	8	119,283	
5,436,016	Cash at Bank and In-hand		5,582,731	
5,559,670			5,702,014	
	Current Liabilities			
(413,660)	Creditors and accrued expenses	9	(293,382)	
0	Commuted Sums received in advance	11	0	
			(293,382)	
5,146,010	Net Current Assets			5,408,632
	Financed by:			
	Reserves available to the Council			
1,531,051	General Reserve		1,684,007	
	Earmarked Reserve	14		
2,736,900	- Future Projects		2,823,202	
878,060	- Land transfer maintenance		901,423	
				5,408,632
	Reserves Not Available to Council: Represents the Council's Net Investment in Fixed Assets less Outstanding Loans			
5,146,010				5,408,632

These accounts have been approved by the Council.

Leader of the Council

Date:

.....
Responsible Financial Officer

Date:

Banbury Town Council

Notes to the Accounts

for the year ended 31 March 2026

1 Interest and Investment Income

	2026	2025
	£	£
Interest Income - General Funds	191,564	235,446
	<u>191,564</u>	<u>235,446</u>

2 Audit Fees

Fees payable covering the year 2025/2026 for the services carried out by the Council's auditors, Moore Stephens LLP in the year are £2,520 (2024/2025 £2,520).

3 Employees

The average weekly number of employees during the year was as follows:

	2026	2025
	Number	Number
Full-time	16	16
Part-time	9	9
	<u>25</u>	<u>25</u>

All staff are paid within nationally agreed pay scales

Number of employees whose remuneration excluding employers pension contributions was over £50,000 in bands of £10,000 was:

Band	Number of Employees 2025/2026	Number of Employees 2024/2025
£50,000 to £59,999	1	1
£70,000 to £79,999	1	1

4 Participation in Pension Scheme

As part of the terms and conditions of employment of its officers and other employees, the Council offers retirement benefits. Although these benefits will not actually be payable until employees retire, the Council has a commitment to make the payments that needs to be disclosed at the time that employees earn their future entitlement.

The Council participates in the Local Government Pension Scheme for civilian employees, administered locally by Oxfordshire County Council - this is a defined benefit final salary scheme, meaning that the Council and employees pay contributions into a fund, calculated at a level intended to balance the pensions liabilities with investment assets.

5 Tangible Fixed Assets

	Freehold Land and Buildings	Leasehold Buildings	Community Sites	Other Assets	Heritage Assets	Total
Cost	£	£	£	£	£	£
At 31 March 2025	2,635,448	145,000	491,064	3,214,227	310,590	6,796,330
Additions	38,566		569,871			608,437
Disposal	-	-	-	-	-	-
Revaluations	-	-	-	-	-	-
At 31 March 2026	<u>2,674,014</u>	<u>145,000</u>	<u>1,060,935</u>	<u>3,214,227</u>	<u>310,590</u>	<u>7,404,767</u>

Although classified as capital expenditure, certain minor equipment purchases are not included above as they are not material in overall value (subject to a £5k de-minimis).

Banbury Town Council

Notes to the Accounts

for the year ended 31 March 2026

6	Financing of Capital Expenditure	2026	2025
		£	£
	The following capital expenditure during the year:		
	Fixed Assets purchased	608,437	40,713
		<u>608,437</u>	<u>40,713</u>
	was financed by:		
	Useable Capital Grants	-	-
	Earmarked Projects Reserve	-	-
	Precept and Revenue Income	608,437	40,713
		<u>608,437</u>	<u>40,713</u>

7 **Information on Assets Held**

Fixed assets owned by the Council include the following:

Operational Land and Buildings

Town Hall Buildings
Cemetery Buildings
Sports Grounds and Pavilions

Vehicles and Equipment

Town Hall Furniture and Fittings
Council Offices Furniture and Fittings
Playground Equipment

Infrastructure Assets

Bus Shelters
Litter and Dog Litter Bins

Community Assets

Allotment Sites
Cemeteries
Play Areas and Open Spaces
Spiceball Country Park
Recreation grounds
Town Signs
Civic Regalia
Council Artifacts

8	Debtors & Accrued Income	2026	2025
		£	£
	Trade Debtors - amounts falling due under one year	28,718	29,475
	Accrued Income	-	118
	Prepayments	-	4,982
	Land Deposit	-	-
	Less: Provision for bad and doubtful debts	-	-
		<u>28,718</u>	<u>34,575</u>
	HM Revenue & Customs (VAT recoverable)	90,566	89,080
		<u>119,284</u>	<u>123,655</u>

9	Creditors and Accrued Expenses	2026	2025
		£	£
	Trade Creditors	(56,629)	(182,888)
	Superannuation Payable		
	Payroll Taxes and Social Security		
	Accruals	(236,753)	(184,997)
	Income in Advance	0	(45,775)
		<u>(293,382)</u>	<u>(413,660)</u>

Banbury Town Council

Notes to the Accounts

for the year ended 31 March 2026

10 Grants Received	2026	2025
Capital Grants		
Capital Grants	-	-
	-	-

11 Commuted Sums	2026	2025
	£	£
Balance at 1 April	-	-
Sums received during the year	-	-
	-	-

12 Earmarked Reserves	Balances at 1 April 2025	Contribution to Reserves	Contribution from Reserves	Balances at 31 March 2026
Other Earmarked Reserves	3,614,963	215,530	105,866	3,724,627
	3,614,963	215,530	105,866	3,724,627

See Appendix A: for a full analysis of earmarked reserves

Banbury Town Council

Notes to the Accounts

for the year ended 31 March 2026

Appendix A:

Schedule of Earmarked Reserves

	Corporate Objectives	Balances at 1 April 2025	Contribution to Reserve	Contribution from Reserve	Movement of reserve funds	Balances at 31 March 2026
Estate Wall Repairs, Fencing & Ditch works	H1	86,240	20,000			106,240
Hardwick Hill Cemetery Extension	B1	563,470				563,470
Park Improvements	H1	757,575				757,575
Sports Capacity Investment	H1	328,160				328,160
Vehicle Replacement Fund (incl GM Plant)	H2	315,840				315,840
Allotment Site Improvement	A1	29,120				29,120
Town Centre Initiative	J1	146,720				146,720
Peoples Park Improvements	J2	151,699				151,699
Computer Software	D1	38,080				38,080
Legal Support			15,000			15,000
CCTV Improvement Reserve			5,300			5,300
Arboriculture Inspection Contract			30,000			30,000
Hard Landscaping - Sports & Play	H1	200,000				200,000
Provision for bad and doubtful debts	D1	20,000	16,000			36,000
Playzone Refurb Chandos & PDP	H1	100,000				100,000
Section 106 Agreements	D1	878,060	129,230	105,866		901,423
		3,614,963	215,530	105,866	-	3,724,627

Banbury Town Council

Notes to the Accounts

for the year ended 31 March 2026

Appendix C:

Annual Return Reconciliation

	2025	2026
	£	£
1 Balances Brought Forward	4,659,691	5,146,015
2 Annual Precept	2,230,520	2,299,215
3 Total Other Receipts	796,412	1,131,560
4 Staff Costs	959,996	1,050,499
5 Loan Interest/Capital Repayments	-	-
6 Total Other Payments	1,580,613	2,117,657
7 Balances Forward	5,146,015	5,408,634
8 Total Cash and Investments	5,436,019	5,582,731
9 Total Fixed Assets	6,796,330	7,404,767
10 Total Borrowings	0	0

Banbury Town Council

Notes to the Accounts

for the year ended 31 March 2026

Appendix B:

Reserves Reconciliation to Cash at Bank

		Prior Year £	Prior Year £	2026 £	2026 £
Reserves	General	1,531,051		1,684,007	
	Earmarked	2,736,900		2,823,202	
	- Land transfer maintenance	878,060		901,423	
			5,146,010		5,408,632
Less Debtors		(123,654)		(119,283)	
Add Liabilities	Creditors and accrued expenses	413,660		293,382	
	Commutated Sums received in advance	0		0	
Total			290,006		174,099
			5,436,016		5,582,731
Cash at Bank			5,436,016		5,582,731
Difference			<u>0</u>		<u>0</u>

	2026 £	2026 £
Bank Statement Balances		
NAT WEST DISBURSEMENTS	87,551	
NATWEST SALARIES	209,417	
NATWEST SPECIAL INTEREST A/C	285,296	
BARCLAYS	117	
PETTY CASH	250	
Treasury Deposit 12 months	5,000,100	

	5,582,731
Unpresented Payments	0
Unbanked Receipts	0
Closing Balance	<u>5,582,731</u>

All Cash & Bank Accounts	
NatWest Disbursements	87,551
NatWest Salaries	209,417
NatWest Special Int.	285,296
Barclays	117
Petty Cash	250
Treasury Deposit 12 months	5,000,100
Total Bank & Cash Balances	<u>5,582,731</u>

Annual Internal Audit Report 2025/26

BANBURY TOWN COUNCIL

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During the financial year ended 31 March 2026, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2025/26 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.	✓		
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	✓		
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓		
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	✓		
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	✓		
F. Cash payments were properly supported by receipts, all cash expenditure was approved and VAT appropriately accounted for.	✓		
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	✓		
H. Asset and investments registers were complete and accurate and properly maintained.	✓		
I. Periodic bank account reconciliations were properly carried out during the year.	✓		
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	✓		
K. If the authority certified itself as exempt from a limited assurance review in 2024/25, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2024/25 AGAR tick "not covered")			✓
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	✓		
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2025/26 AGAR period, were public rights in relation to the 2024-25 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).	✓		
N. The authority has complied with the publication requirements for 2024/25 AGAR (see AGAR Page 1 Guidance Notes).		✓	
O. The authority has complied with laws, regulations & proper practices relating to digital and data compliance.	✓		
P. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes ✓	No 	Not applicable

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

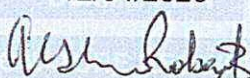
22/10/2025

03/02/2026

12/04/2026

A C Shepherd-Roberts

Signature of person who carried out the internal audit



Date

12/04/2026

*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

Banbury Town Council

Internal Audit Report 2025-26 (Final)

Adrian Shepherd-Roberts

*For and on behalf of
Auditing Solutions Ltd*

Background

Statute requires all town and parish councils to arrange for an independent internal audit examination of their accounting records and system of internal control and for the conclusions to be reported each year in the AGAR.

This report sets out the work undertaken in relation to the 2025-26 financial year which were completed on 22nd October 2025, 3rd February and 12th April 2026. We have completed our reviews for the year and we wish to thank the Town Clerk/RFO and staff in assisting the process, providing all necessary documentation in electronic format to facilitate completion of our review for the year to date. We have ensured that governance and financial controls remain effective.

Internal Audit Approach

In completing our reviews for the year, we have had regard to the materiality of transactions and their susceptibility to potential mis recording or misrepresentation in the year-end Statement of Accounts / Annual Return. Our programme of cover is designed to afford appropriate assurance that the Council's financial systems are robust and operate in a manner to ensure effective probity of transactions and to afford a reasonable probability of identifying any material errors or possible abuse of the Council's own and the national statutory regulatory framework. The programme is also designed to facilitate our completion of the 'Internal Audit Report' in the Council's Annual Return, which requires independent assurance over a series of internal control objectives.

Overall Conclusion

We have concluded that, on the basis of the programme of work to date we have undertaken, the Council has maintained adequate and effective internal control arrangements during the year.

We ask that members consider the content of this report and acknowledge that the report has been reviewed by Council.

We have completed and signed the 'Annual Internal Audit Report' in the year's Annual Governance and Accountability Return, having concluded that, in all significant respects, the control objectives set out in that report were being achieved throughout the financial year to a standard adequate to meet the needs of the Council.

Detailed Report

Maintenance of Accounting Records & Bank Reconciliations

The Council uses the Omega software to maintain its accounting records. Three bank accounts are operated with NatWest (Disbursements; Salaries and Special Interest) with transactions on each recorded in separate cashbooks in Omega. Further surplus funds are deposited with Santander and Barclays in a selection of term deposit accounts.

Our objective here is to ensure that the accounting records are being maintained accurately and currently and that no anomalous entries appear in cashbooks or financial ledgers. We have consequently: -

- Verified the accurate carry forward of the prior year's closing Trial Balance detail in the financial software into the accounts for 2025-26 by reference to the 2024-25 closing Trial Balance;
- Ensured that the financial ledger remains "in balance" for the year;
- Ensured that an appropriate cost centre and nominal ledger income and expenditure coding structure is in place;
- Checked and agreed a sample of transactions on the Salaries and Special Interest accounts for the year to March 2026;
- Checked and agreed detail on the latest disbursement account reconciliations as at March 2026; and
- Checked and agreed detail of the other two account reconciliations as at 31st March 2026.

Conclusions

We are pleased to report that no significant issues have been identified in this area.

Review of Corporate Governance

Our objective here is to ensure that the Council has developed an appropriate approach to the management of corporate governance; that Council and Committee meetings are conducted in accordance with the adopted Standing Orders and that, as far as we are able to ascertain, no actions of a potentially unlawful nature have been or are being considered for implementation.

We have completed our review of the Council's minutes, examining those for the Full Council and its Standing Committee meetings (excluding Planning) for the year to determine, as far as we may reasonably be expected, whether any issues exist that may have an adverse effect on the Council's financial or other operational stability in the short, medium or long term.

We note that the Standing Orders and Financial Regulations were adopted in June 2025.

We are satisfied that The Council have met the requirements for Assertion 10 for this financial year.

Conclusions

We are pleased to report that no issues have been identified in this area, warranting further comment.

Review of Expenditure

Our aim here is to ensure that: -

- Council resources are released in accordance with the Council's approved procedures and budgets;
- Payments are supported by appropriate documentation, either in the form of an original trade invoice or other appropriate form of document confirming the payment as due and/or an acknowledgement of receipt, where no other form of invoice is available;
- An official ordering process is in place and operated for all appropriate purchases, acknowledging that a range of goods and services are provided under contractual requirements (e.g. Grass Cutting) or legislation (e.g. non-domestic rates);
- The correct expense codes have been applied to invoices when processed; and
- VAT has been appropriately identified and coded to the control account for periodic recovery.

To ensure compliance with the above criteria, we have examined a sample of payments processed in the financial year.

Finally, in this area, we have examined the content of the quarterly VAT reclaims to March 2026 which has yet to be reimbursed by HMRC.

Conclusions

We are pleased to report that no significant issues have been identified in this area

Assessment and Management of Risk

Our aim here is to ensure that the Council has put in place appropriate arrangements to identify all potential areas of risk of both a financial and health and safety nature, whilst also ensuring that appropriate arrangements exist to monitor and manage those risks to minimise the opportunity for their coming to fruition.

A Financial and Risk Management Policies are in place, which was approved by Resources Committee at its January 2026.

The Council's insurance is provided by Aviva: we have reviewed the current year's schedule noting that Employers and Public Liability cover are in place at £10 million

respectively and, together with Fidelity Guarantee/Internal crime cover of £5 million and Business Interruption together cover on the Council premises and contents cover, all of which we consider appropriate for the Council's present requirements.

Conclusions

We are pleased to report that no issues have been identified in this area warranting further comment.

Precept Determination and Budgetary Control

We aim in this area of our work to ensure that the Council has appropriate procedures in place to determine its future financial requirements leading to the adoption of an approved budget and formal determination of the amount of the precept placed on the Unitary Authority, that effective arrangements are in place to monitor budgetary performance throughout the financial year and that the Council has identified and retains appropriate reserve funds to meet future spending plans. We are pleased to note that members continue to receive regular budget monitoring reports with over/under-spends and the level of earmarked reserves the subject of regular review.

We note that Full Council approved, at its January 2026 meeting, a precept level of £2,384,794 for 2026-27.

We are pleased to note that members continue to receive regular budget monitoring reports with over/under-spends and the level of earmarked reserves the subject of regular review.

Conclusions

There are no matters requiring formal comment or recommendation in this area of our review process.

Review of Income

The Council receives income from a variety of sources in addition to the annual precept, including monies received from burial and associated fees, allotment and premises rents, Town Hall room hire, special events, grants and donations and bank interest.

We note that members continue to review annually the scale of fees and charges for the various amenities, with appropriate revisions approved for the current financial year;

We undertook a review of the allotment sites at Grange Road and Sinclair Avenue examine to include the management controls and income arising from these allotments at our first review.

At the interim update audit, we completed a review of both Hardwick Hill and Southam Road cemeteries and the football pitches.

We have also undertaken a review of the systems and management controls in respect of the Events and Town Hall bookings.

We have reviewed the Sales Ledger, as it stands currently, and are pleased to report that no significant or long-standing debts are in existence of which the Council are not aware.

Conclusions

There are no matters requiring formal comment or recommendation in this area of our review process.

Petty Cash Account

Our aim in this area is to ensure that appropriate controls are in place; that all expenditure incurred is adequately supported by trade invoices or till receipts; that the expenditure is appropriate for the Council's requirements; that VAT has been separately identified for periodic recovery and that cheque encashments from the main cashbooks are properly recorded.

We have physically checked the cash and receipts.

Conclusions

There are no matters requiring formal comment or recommendation in this area of our review process.

Review of Staff Salaries

The Council employs a number of staff preparing the monthly payroll in-house using the Sage payroll software. In examining the Council's payroll function, we aim to confirm that extant legislation is being appropriately observed as regards adherence to the Employee Rights Act 1998 and the requirements of HM Revenue and Customs (HMRC) legislation as regards the deduction and payment over of income tax and NI contributions, together with meeting the requirements of the local government pension scheme, as most recently updated from April 2023 as regards employee contribution bandings.

To meet these objectives, we have, by reference to the payroll run for September 2025: -

- Ensured that the Council reviews and approves pay scales for staff annually;
- Examined a sample of employment contracts ensuring that gross pay is in accordance with that detail or, where superseded by a subsequent letter confirming a change in employment terms, in line with that letter;
- Checked the tax and NI deductions being applied in September 2025 to the relevant HMRC tables;
- Similarly, ensured that the appropriate pension percentage contribution is being applied to those employees contributing the LGPS scheme; and

- Agreed the gross amounts paid to all individuals in September 2025 by reference to the supporting payslips.

Conclusions

We are pleased to record that no issues have been identified in this area.

Fixed Asset Registers

The Governance and Accountability Manual requires all councils to maintain a record of all assets owned. We have checked and agreed the principles used in the detail, as recorded in the Council's Asset Register, noting that it has been prepared using purchase cost values or where that value is unknown at the previous year's Return level or uplifted or decreased to reflect the acquisition or disposal of assets.

Conclusion

No issues require formal comment or recommendation.

Investments and Loans

Our objectives here are to ensure that the Council is investing "surplus funds", be they held temporarily or on a longer term basis, in appropriate banking and investment institutions, that an appropriate investment policy is in place, that the Council is obtaining the best rate of return on any such investments made, that interest earned is brought to account correctly and appropriately in the accounting records and that any loan repayments due to or payable by the Council are transacted in accordance with the relevant loan agreements.

We are pleased to note that the Council has an appropriate Treasury Management Policy which was reviewed by the Council in January 2026.

The Council currently has £5,000,100 held on deposit with Nat West Bank: we have verified the holding by reference to current statements held. We have also checked the posting of interest in the nominal ledger.

There are no loans outstanding currently repayable either by or to the Council.

Conclusions

No issues require formal comment or recommendation.

Annual Governance and Accountability Return

The Accounts and Audit Regulations required that all Councils prepare a detailed Statement of Accounts, together with supporting statements identifying other aspects of the Council's financial affairs.

We have examined the Council's procedures in relation to the preparation of the year-end detailed Annual Governance and Accountability Return data, also reviewing the arrangements for the identification of year-end debtors and creditors with no issues arising.

Conclusions

No issues have arisen in this review area and, on the basis of work undertaken during the year, we have duly signed off the Internal Audit Report of the Annual Governance and Accountability Return, assigning positive assurances in each relevant area.

**RESOURCES COMMITTEE
9 JUNE 2026**

REPORT OF THE TOWN CLERK

**DISCIPLINARY, CONTRACT OF EMPLOYMENT
&
STAFF HANDBOOK**

1 Introduction and Purpose of Report

- 1.1 This report seeks approval for changes to the existing Disciplinary and Contract of Employment and associated changes to the staff handbook.

2 Wards Affected

- 2.1 All Wards.

3 Effect on Policy

- 3.1 Nil.

4 Contact Officers

- 4.1 Mark Hassall (Banbury 250340).

5 Background

- 5.1 The Council has a wide range of staffing policies in place which were last revised in 2025. This updated policies from 2006 has been reviewed by our outsourced personnel advisers, Ellis Whittam, and brought together into a staff handbook. The handbook was largely reflective of existing policies.
- 5.2 Last spring (2025) officers worked with Stan Horlock of Shape HR Solutions and Worknest Law (previously Ellis Whittam) to update the Councils Staff Handbook and model Contract of employment to reflect statutory requirements. This latest revision in 2026 incorporates updating the relevant policies to reflect the changes in the Handbook and good practice where the policies went wider than the Handbook. This year, this update has once again incorporated recent legislative changes in employment law. Attached is a document summarising key changes to enable Councillors to see them at a glance (**Annex 1**), however the individual documents are also further attached in **Appendix A-C**. The updates to policies reflect statutory requirements and current best practice.

6 Financial Effects & Risk Assessment

- 6.1 There are no financial effects or additional risks arising from adopting the policy recommendations in this report, which reflect a statutory requirements.

7 Recommendation

- 7.1 That the Committee reviews the new policies and recommends adoption of the following documents, with or without any changes, to the Council
- 7.1.1. Appendix A – Disciplinary Procedure
- 7.1.2. Appendix B – Contract of Employment
- 7.1.3. Appendix C – Employee Handbook

Background Papers: None



HR Document Changes 2026

This spring I again worked with Worknest Law to update the Council's Employee Handbook to reflect some policy changes most of which are required by legislation.

In addition to the handbook it has been necessary to update the Disciplinary Policy & Procedure and the standard Employment Contract. Changes to the Disciplinary Policy & Procedure reflect good practise as well as new incoming legislation that reduces the length of service required to bring about an unfair dismissal claim. The Employment Contract also reflects this change in legislation.

This document is a summary of the key changes to these documents and should be read in conjunction with the latest version of the Employee Handbook, the Disciplinary Policy and Procedure, and the Employment Contract.

Disciplinary Policy Changes by Paragraph

- 1.0 Now refers to the first six months of employment rather than two years to reflect the ability to bring about an unfair dismissal claim after six months rather than the current two years. While this legislation is 'live' from 1 January 2027 it means those employed from 1 July 2026 will have enough service to bring a claim.
- 1.1 As above.
- 2.2 A new additional paragraph that provides guidance for managers around 'informal' disciplinary action. It is sometimes helpful to show that attempts have been made to resolve a situation and that an individual is aware of the problem before resorting to formal disciplinary action.
- 3.1 The last sentence clarifies that while not permitted under law this policy allows an employee to be accompanied for a disciplinary interview and not just a disciplinary hearing.
- 3.3 The last sentence references the engaging of an external HR Specialist in Investigations where necessary.
- 7.3 This paragraph clarifies the notice period for holding a disciplinary hearing that while not specifically covered by law, four days is considered a reasonable time.
- 12.1 The last sentence clarifies that dismissals in the case of 'gross misconduct will usually result in dismissal without notice or payment in lieu even in cases of a first offence.'
- 12.2 The third bullet point now refers to 'unlawful' discrimination and includes sexual harassment to specifically reflect the new legislation around sexual harassment.
- 16.1 This change concerns the time limit for an appeal and tightens up the wording from 'one week' to five working days thus removing any ambiguity.



- 16.1 The final sentence clarifies the make-up of an appeal panel and also includes the use of an external HR Specialist where necessary.

Disciplinary Procedure Changes

The main change in the procedure relates to terminology. Previously the 'Hearing Officer' was referred to as the 'Interviewing Officer' which is unusual terminology and has now been changed to 'Hearing Officer.' The only other change in this section is in Paragraph 21.4 - the provision for an employee to submit written submissions to a hearing when they are unable to attend in person.

Standard Contract Changes

- 3.0 **Probation:** The probation period has been reduced from six months to three months with no scope for increasing it for any reason. This reflects the ability to bring about an unfair dismissal claim after six months rather than the current two years.
- 13.3 **Pay During Absence:** The three-day qualifying period for Statutory Sick Pay was removed from 6 April 2026 so that has been removed from this paragraph.

Staff Handbook Changes

- 1.3 **Whistleblowing:** The Council encourages employees to raise any concerns that they may have about any wrongdoing at any level within the organisation. Wrongdoing in this context means any breach of a legal obligation, risk to health and safety, a criminal offence being committed, a miscarriage of justice occurring or likely to occur, **sexual harassment occurring or likely to occur**, or damage to the environment or an attempt to conceal any of the above. **(Page 6)**

Yellow text added to the whistleblowing section because from 6 April 2026, disclosures involving sexual harassment are expressly protected under whistleblowing law. The definition of a "qualifying disclosure" expressly includes a disclosure that sexual harassment "has occurred, is occurring or is likely to occur"

- 4.4 **Sickness Absence:** The Council requires any absence of **up to and including seven** or more calendar days to be certified by a self-certification and return to work form. Any absence of more than seven calendar days must be certified by a Fit Note (Forms Med 3 or Med 10). Uncertified absence may be treated as misconduct and will not be paid.
(Page 29)

From 6 April 2026, there are changes to the qualifying conditions to receive SSP. The 3-day waiting period is removed so that eligible employees are entitled to SSP from the first day of sickness absence, rather than the fourth so the changes in yellow now provide for self-certification of absence from day one instead of from day four.

- 4.8 **Annual Leave:** You cannot normally carry forward more than days 5 days (or a pro rata equivalent for part time staff) of untaken holiday from one holiday year to the



following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental, parental bereavement, carer's, neonatal care, **bereaved partner's paternity** leave. (Page 35)

This policy has been updated to add in yellow a reference to being able to carry over holiday if the employee has been unable to take it due to bereaved partner's paternity leave.

- 5.4 **Paternity Leave:** Employees **with 26 week's continuous service, either ending with the 15th week before the expected week of childbirth or ending the week in which the agency notified you have been matched with a child, will be are** entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent.

For births or adoption placements before 6 April 2026, you will only qualify for paternity leave if you have 26 weeks' continuous service, either ending with the 15th week before the expected week of childbirth or ending the week in which the agency notified you have been matched with a child. This qualifying period does not apply to births where the baby is due on or after 5 April 2026 but is born prematurely, or in any case where the mother or primary adopter has died.

There are a number of administrative requirements that must be met in relation to taking paternity leave and employees should discuss their plans with their line manager at as early a stage as possible. The following paragraphs set out the basic requirements, but there are additional requirements that must be met when adopting a child from overseas and employees in this position should talk to their manager who will make sure that full information is provided.

Employees entitled to take paternity leave are entitled to two weeks of leave, which can be taken as two consecutive weeks, or two non-consecutive blocks of one week.

Paternity leave cannot start before a child is born or placed and must be taken at some stage within the first year following birth or adoption (except when the child is born prematurely in which case the leave must be taken within the 52 weeks following the expected week of childbirth).

Most new parents choose to begin paternity leave on the date their child is born, but you may if you wish begin the leave at any time you choose provided that the whole of the leave is taken by the end of that year.

In order to qualify for paternity leave with regards to birth, you must notify the Company at least 15 weeks before the expected week of your child's birth and give at least 28 days' notice before the date you would like to take each period of leave. **As an exception to this, if your expected week of childbirth falls between 5 April and 25 July 2026 and you had less than 26 weeks' continuous employment at the end of the 15th week for the expected week of childbirth, 28 days' notice can be given before the date you would like to start paternity leave in order to qualify for paternity leave.** For adoption cases, you must notify the Company within 7 days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and



when you intend the leave to begin. Should your plans change, you will need to give the Company 28 days' notice of any revision.

Statutory paternity pay (SPP) is payable during paternity leave, provided you have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week in which the adoption agency notified you of a match, and your average earnings are not less than the lower earnings limit set by the government each tax year. Paternity leave is payable at the statutory rate, which is subject to change every year, or 90% of your average weekly earnings (whichever is lower). You can check the most up-to-date figure with your line manager. **(Page 43-44)**

This policy now reflects the legal changes to paternity leave from 6 April 2026. For births/adoption placements from 6 April 2026 or births before 6 April 2026 where the expected week of childbirth (EWC) starts on or after 5 April 2026: It is a day one right for eligible employees to take paternity leave (although the service requirement for statutory paternity pay remains) This policy reflects the legal changes to paternity leave from 6 April 2026. For births/adoption placements from 6 April 2026 or births before 6 April 2026 where the expected week of childbirth (EWC) starts on or after 5 April 2026: It is a day one right for eligible employees to take paternity leave (although the service requirement for statutory paternity pay remains)

- 5.5 **Bereaved Partners Paternity Leave (New Policy):** This policy is intended to reflect the statutory provisions and provides guidelines only. If there is any conflict between this policy and the statutory provisions, the latter will prevail. Employees are entitled to take statutory bereaved partner's paternity leave (BPPL) if a child's mother/primary adopter has died within 52 weeks of the child's birth/adoption placement and the employee is the child's father or partner of the mother/primary adopter and they have the main responsibility for the child's upbringing and be taking the leave to care for the child.

Leave can start at any time after your bereavement and be taken as a single period that can last up to 52 weeks after the date of birth/adoption placement. If the bereavement takes place at any point in the last two weeks of that 52-week period, you can take the leave for up to two weeks after the bereavement.

Notification

To start BPPL in the first eight weeks after the bereavement

You, or someone on your behalf as necessary, need only give notice to us to do so before you are due to start work on the first day of leave. Notice can be given verbally or in writing. You must tell us: the bereavement date; the child's date of birth/adoption placement; and the leave start date.

If you have already started work, then officially your leave period will start on the following day. In addition, and no more than eight weeks after the bereavement and at least one week before the return date, you must tell us in writing how long you intend to



be absent and the date you intend to return to work. If you intend to return to work more than eight weeks after the bereavement, you must also include, in this written notification, the child's date of birth/adoption placement and a declaration that you meet the necessary relationship condition to the child or to the mother/primary adopter and that you are taking the leave to care for the child.

If you want to cancel starting such leave or change the start date to another date also falling within the first eight weeks after the bereavement, you can do so by giving notice no later than the day before it was due to start or the day before the new date (if earlier). If you want to change the start date to a date falling more than eight weeks after the bereavement, the notice must be in writing and given before it was due to start and at least a week before the new date.

To start BPPL more than eight weeks after the bereavement

To do so, you need to give us at least a week's written notice which contains all the information above, namely: the bereavement date; the child's date of birth/adoption placement; the leave start date; how long you intend to be absent; the date you intend to return to work; and a declaration that you meet the necessary relationship condition to the child or to the mother/primary adopter (including having the main responsibility for the child's upbringing) and that you are taking the leave to care for the child.

You can cancel starting such leave, or change the start date, with at least a week's written notice before it was due to start or before the new date (if earlier).

Changing the return to work date

You can change your return to work date by giving us one week's, or eight weeks' where it was more than eight weeks after the bereavement, written notice before that date or before the new date (if earlier). Your return date cannot be later than 52 weeks after the date of birth/adoption placement.

Pay and other leave

BPPL is unpaid, save for, if you are entitled to statutory paternity pay and have not yet claimed it, you may do so during your BPPL. Please see our Paternity Leave policy.

If you are eligible for statutory shared parental leave and pay, this is likely to be more beneficial than BPPL. Please see our Shared Parental Leave policy.

Compassionate, Bereavement or Dependants leave may be available, at our discretion, under our separate policies. **(Pages 45-46)**



This new policy reflects the new statutory right to Bereaved Partner's Paternity Leave where the bereavement takes place from 6 April 2026. Employees are entitled to take up to 52 weeks' of unpaid bereaved partner's paternity leave after a child's birth/adoption placement where the child's mother/primary adopter has died during that period and the employee is the child's father or partner of the mother/primary adopter. The employee must have the main responsibility for the child's upbringing and be taking the leave to care for the child. It comes with various requirements for notification. Employees on bereaved partner's paternity leave or who have returned to work from a period of a least six consecutive weeks of bereaved partner's paternity leave and are within an additional protected period of 18 months from the child's date of birth or date of adoption placement (or date entered GB if adopting from overseas) have a priority right (along with others who have taken qualifying statutory family leave) to be offered any suitable alternative vacancy in a redundancy situation.

- 5.6 **Parental leave** is a flexible form of unpaid leave designed to help employees spend time caring for their children. Parental leave can be taken up until the child's 18th birthday and is available to employees **who have at least one year's service and** who have formal parental responsibility for a child. **(Page 46)**

This policy change in yellow reflects the legal change to parental leave from 6 April 2026. It is day-one right for eligible employees to take parental leave from that date and so the reference to having at least one year's service in order to be able to take leave has been removed.

- 5.8 **Keeping in Touch Days:** Employees during a period of maternity and adoption and bereaved partner's paternity leave are entitled to 10 keeping in touch days (KIT days). These allow the employee to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing their right to subsequent pay entitlements. **(Page 48)**
- 6.1 **Performance improvement procedure:** Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Council then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Council as will the decision whether to follow these procedures where the employee has short service **(under six months service).** **(Page 53)**

Application of policy during first **six months of employment**

This policy may not be applicable in full where you have less than **six months' service.** **(Page 54)**

As with the Disciplinary Policy this policy now refers to the first six months of employment rather than two years to reflect the ability to bring about an unfair dismissal claim after six months rather than the current two years. While this legislation is 'live' from 1 January 2027 it means those employed from 1 July 2026 will have enough service to bring a claim.



- 7.3 **Harassment and Bullying: Harassment/sexual harassment and victimisation are unlawful and will not be tolerated.** The law requires employers to take reasonable steps to prevent sexual harassment of workers in the course of their employment. All staff are encouraged to report any harassment/sexual harassment or victimisation they are a victim of, or witness, in accordance with this policy. **Workers are also entitled to raise concerns about sexual harassment through the whistleblowing procedure instead if they reasonably believe the matter is in the public interest.** Harassment/sexual harassment or victimisation may lead to disciplinary action up to and including dismissal without notice if they are committed. **(Page 74)**

Protection and support for those involved (Page 76)

Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

Any disclosure that sexual harassment has occurred, is occurring, or is likely to occur may amount to a protected disclosure under the rules on whistleblowing if you reasonably believe the matter is in the public interest. Workers may raise concerns about sexual harassment under this policy or under our Whistleblowing Policy.

This policy change in yellow text added to these sections is because from 6 April 2026, disclosures involving sexual harassment are expressly protected under whistleblowing law. Workers are entitled to raise concerns about sexual harassment through the whistleblowing procedure instead if they reasonably believe the matter is in the public interest.

To simplify matters and avoid confusion any policies that just repeat what is contained in the Employee Handbook or have content that is no longer applicable will be deleted. To this end the following has been included in the introduction of the handbook: **Where there is any conflict between what is stated in this handbook and other procedures, rules and policies then what is stated in this handbook takes precedence.**

A cursory look at some of the policies has found that some include forms that may or may not be current. As such it is intended that where a form is still required i.e. The Self Certification and Return to Work form, they will all be filed together and their name and the location where they can be found will be added to the relevant place in the handbook. The other benefit of this approach are that less work will be required to maintain up to date policies and procedures.

I strongly commend all these measures to you particularly as most of them reflect employment legislation.

Stan Horlock BA (Hons) FCIPD
HR Advisor



Banbury Town Council

Disciplinary Policy & Procedure

JUNE 2026

DISCIPLINARY PROCEDURE

The contents of this policy and procedure do not form part of the terms of your contract of employment. This document applies to all employees of Banbury Town Council and supersedes any previous arrangements relating to discipline. We may need to alter or amend this policy and procedure to ensure that it remains relevant and consistent with the needs of the business. Any such change will be notified to all employees.

The Council always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens, the Council will do its best to deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

1. Application of policy during first six months' ~~two years'~~ of employment

1.1 This policy may not be applicable in full where you have less than six months' ~~two years'~~ service.

1.2 Failure to meet the required standards of conduct, during this period, may lead to your contract being terminated. Notice will normally be paid except in cases of gross misconduct where no notice will be given.

1.3 You will have the right to be accompanied and to respond to allegations raised at any disciplinary hearing. There will be no obligation on the Council to issue repeated warnings prior to the termination of the employment contract. One appeal against any disciplinary sanction will be permitted.

1.4 There will be no access to the grievance or bullying and harassment procedures on matters specifically on issues relating to the application of the disciplinary procedure. Where issues arise they should be dealt with under the appeals process as described later in this procedure.

2. Informal action

2.1 Most minor acts of misconduct can be dealt with informally through discussions between an employee and their line manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

2.2 However the following may be a useful guide for managers:

The purpose of this discussion is to ensure that the employee is:

- aware of the concerns

- knows what is required to meet expected standards
- made aware of the timescale over which an improvement is required;
- made aware of the possible consequences of not achieving the required standard.

Appropriate additional action at this stage may include the provision of:

- support and training
- advice and guidance
- coaching / mentoring
- counselling
- monitoring and feedback on a pre-determined schedule

Managers should record any such informal action for inclusion on an employee's personal file. Any such documentation should be clearly marked up – 'Informal Action.'

2.3 Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

3. Investigation

3.1 If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not legally apply to any investigatory interview, however it is permissible under this policy. (See Para 8 for more detail.)

3.2 At the conclusion of the investigation the Investigator will write an objective report outlining the evidence gathered and recommending whether or not there is sufficient evidence to warrant a disciplinary hearing.

3.3 Where it is considered that an employee's conduct may result in formal disciplinary action it is essential that the immediate Line Manager or other appropriate officer (Investigating Officer) undertakes a thorough investigation to establish whether disciplinary action is justified and before any formal action is taken. In some circumstances it may be necessary to engage the services of an outside HR Specialist to conduct the investigation.

3.4 Allegations and complaints against employees must be investigated thoroughly and promptly. The investigation should start as soon as possible after the alleged event came to light and normally be completed within a ten working day period. However, in certain circumstances it may be necessary to extend this period. The relevant facts should be collected as quickly as is reasonable, before recollections fade, and should include, where appropriate, written statements from those involved in the matter under investigation. It should be established whether the employee is being unfairly singled out, or if there are any special circumstances to be taken into

account (i.e., are there personal or other outside issues affecting conduct?). The investigation should consider and where possible check what explanations may be offered by the employee.

3.5 If the manager decides that the allegations and complaints are to be considered at a formal disciplinary meeting, the employee must be notified in writing, giving the reason for the meeting and that they are entitled to be accompanied by a Trade Union representative or an employee of the Council (See Para 8 below). It is the responsibility of the employee to arrange such representation. Every reasonable effort will be made to accommodate convenient dates for the meeting but it will be the responsibility of the employee to make themselves available. If the employee's chosen representative cannot attend the disciplinary interview, the employee should propose an alternative time which is reasonable and falls within a period of 5 working days beginning the day after the employee was informed of the original interview date.

3.7 If written statements or any other documentation are to be produced at the disciplinary interview by the employee and management, these must be copied and given to the parties concerned as far in advance of the meeting as practicable in order that the contents can be considered prior to the interview.

3.8 Documentary evidence not produced prior to the interview may not be admissible unless this evidence only became available in time for the meeting.

4. Misconduct

4.1 Behaviour which is dishonest, disruptive, disrespectful to colleagues, councillors or members of the public or which falls short of the requirements set out in the Employee Handbook will be treated as misconduct under this disciplinary procedure. While employees will not usually be dismissed for a first offence unless in their probationary first two years of employment, a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

5. Conduct outside working hours

5.1 Normally the Council has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Council. Staff who have been issued with logo/liveried clothing should not wear this outside of working hours.

5.2 Adverse publicity, bringing the Council into disrepute, or actions that result in loss of faith in the Council, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

5.3 The detriment suffered by the Council will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

5.4 If the actions cause extreme embarrassment or serious damage to the Council's reputation or image, a decision may be taken to terminate the employment.

The Council's procedures covering disciplinary hearings and appeals still apply.

6. Suspension

6.1 If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Council will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an investigation to take place, or to protect the interests of the Council and its employees. During any period of suspension you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will be made with you, and not to enter Council premises without express authorisation in advance from the Town Clerk or Deputy Town Clerk.

7. Hearing

7.1 Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

7.2 To ensure that you have adequate time to prepare for the hearing, the Council will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Council may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Council and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

7.3 You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Council will generally try to give at least four clear working days' notice in writing of any hearing.

7.4 The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

8. The right to be accompanied

8.1 Employees are entitled to be accompanied at any disciplinary hearing by a trade union official (if a member), or fellow employee of their choice. The Council will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing.

8.2 If your chosen companion cannot attend on the day scheduled for the hearing then the Council will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

8.3 The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing.

9. Evidence

9.1 The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Council will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form. You will be entitled to challenge any of the evidence presented but will not be entitled to cross-examine witnesses.

10. Disciplinary action

10.1 After considering all of the evidence, including any submissions made by you or on your behalf, the person conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

10.2 A warning will stay active for a period of one year, (or longer if warranted) after which it will not be taken into account in any future disciplinary action.

10.3 If a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

10.4 A final written warning will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

10.5 An employee who is found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

11. Dismissal

11.1 An employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However,

where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome even in cases of a first offence.

12. Gross Misconduct

12.1 Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Council property or a deliberate refusal to obey a reasonable instruction. Gross misconduct will usually result in dismissal without notice or payment in lieu even in cases of a first offence.

12.2 It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will normally fall into this category – some of which are then explained in more detail below:

- Theft
- Fraud, forgery, or other dishonesty including fabrication of expense claims and time sheets
- Unlawful discrimination, harassment, including sexual harassment, or victimisation
- Refusal to carry out reasonable instructions
- Violent or intimidating behaviour
- Wilful damage to property
- Causing loss, damage or injury through serious negligence
- Serious misuse of our property or name
- Serious insubordination
- Reckless behaviour posing a risk to health and safety
- Any act or omission constituting serious or gross negligence/or dereliction of duty
- Sleeping on duty
- Bringing the organisation into serious disrepute
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded
- Making untrue allegations in bad faith against a colleague
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith
- Any illegal act during working time or on Council premises
- Any act described as gross misconduct elsewhere in this handbook.

13. Dishonesty

13.1 It is important to stress that any form of dishonesty, however minor, will be regarded as gross misconduct. This includes theft of property, whether belonging to the Council, colleagues or any third party. However it also includes an employee seeking to gain any advantage through deception - such as making a false claim for expenses or overtime, falsely claiming to be sick or falsely claiming to have completed a particular task.

13.2 It does not matter if any amount of money at issue is small. The Council regards any dishonesty by employees as gross misconduct which will usually result in dismissal.

14. Refusal to carry out instructions

14.1 The Council expects employees to work in a spirit of cooperation with their colleagues and manager for the good of the organisation as a whole. Employees are required to carry out their manager's instructions and a deliberate and wilful refusal to do so will be gross misconduct.

14.2 If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure set out in Section 6. However doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

15. Breach of a requirement set out in the Employee Handbook

15.1 The Employee Handbook sets out a number of requirements aimed at ensuring the smooth running of the Council and the fair treatment of all employees. A number of these are so important that any breach of them will amount to gross misconduct and these are clearly identified throughout the handbook. Your attention is drawn in particular to the following:

- The rules on gifts and hospitality (Section 1.4)
- The policies on smoking (Section 2.7) and alcohol and drugs (Section 2.10)
- The rules on the use of computers, the internet, email and social media (Section 2.8)
- The policies on driving and the use of Council vehicles (Section 2.10)

16. Appeal

16.1 An employee may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds for appeal within 5 working days of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by

either the Town Clerk (if they have not been involved in the original decision) – or an Officer / Panel of at least two Councillors appointed to deal with the appeal. An external HR Specialist may be engaged to support the Officer or Panel.

16.2 The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

17. Employee absence

17.1 It is important that disciplinary issues are dealt with promptly. The Council may therefore need to proceed with a disciplinary hearing even if the employee is absent due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Council will attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

18. Criminal Allegations

18.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

18.2 The Council will not be obliged to wait for the outcome of any prosecution before deciding what action, if any to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

18.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if the Council consider that it is relevant to your employment.

18.4 Payment will not normally be made to employees that are absent on remand.

19. Record Retention

19.1 Records relating to disciplinary procedures will be retained for a period as is deemed necessary in compliance with current data protection laws.

Disciplinary - Procedural Guidance

Witnesses will generally not be required to attend a disciplinary hearing. However in exceptional circumstances a witness may attend at the discretion of the Hearing Officer.

20. Preparing for a Disciplinary Hearing

20.1 Disciplinary hearings are formal. An employee will be given at least four clear working days' notice in writing of a hearing.

20.2 The written notification of a disciplinary hearing must contain:

- The date, time and venue of the hearing
- A statement of who the hearing is with and who else will be present.
- Details of the nature of the allegation.
- A reminder that the employee is entitled to be accompanied by a Trade Union representative or an employee of the Council.
- A statement that the employee will be given an opportunity to bring statements in support of their case
- A statement requesting the employee to supply before the interview copies of any documentary evidence to be produced on their behalf
- Copies of the Investigation Report and any witness statements, and any other material to be produced at the hearing
- A copy of the Disciplinary Procedure.
- A statement that the employee should sign the copy of the letter and return it to acknowledge receipt and indicate, if possible, who shall accompany them at the interview.

21. Disciplinary Hearing

21.1 The disciplinary hearing will be conducted by the appropriate Manager or Town Clerk (or nominated Member) according to the seriousness of the allegations. The individual presenting the case, where it is required depending on the level of disciplinary action, will be referred to as the Investigating Officer. The notes detailing specific allegations and salient points should be circulated to all parties attending the interview so that their accuracy can be noted or if necessary any omissions or inaccuracies put right.

21.2 The Hearing Officer will ensure that:

- The seating and layout is formal.
- There will be no interruptions.
- All the information is available, i.e. rules, employee details, statements.
- A manager or other appropriate person should be invited to be present to act as a witness and to take confidential notes.
- If there are likely to be language difficulties, consider whether an employee can assist as an interpreter.

21.3 Any information provided by employees who wish to remain anonymous should be investigated thoroughly and the Hearing Officer should be satisfied that there are good reasons for such anonymity being preserved.

21.3 Where two or more employees are jointly subjected to disciplinary investigation or interview, it is important that, as far as practicable, each employee is dealt with in the same procedural way even though individual circumstances may justify different disciplinary outcomes.

21.4 If the employee fails to attend the hearing, the Hearing Officer will adjourn the proceedings. When a hearing date is first arranged, the employee has the right to request a postponement. The employee must notify the Hearing Officer of the reasons for their absence prior to the commencement of the hearing, if practicable. If an employee should fail to attend a second hearing, a third date should be set but the employee should be informed that if they fail to attend the third hearing it may be held in their absence. The employee may opt to provide written submissions where they are unable to attend the Hearing in person.

22. Conduct of the Hearing

22.1 The Hearing Officer will introduce those present and explain the procedure to be followed.

22.2 The Investigating Officer will state the case against the employee.

22.3 The employee and the employee's representative (who will be a Trade Union representative or an employee of the Council) may ask questions of the Investigating Officer.

22.4 The employee or the employee's representative will state their case.

22.5 The Investigating Officer will have the opportunity to ask questions of the employee and/or the employee's representative.

22.6 The employee will be given an opportunity to offer an explanation for the misconduct or if there are any mitigating circumstances to be taken into account.

22.7 The Hearing Officer may ask questions at any time during the hearing.

22.8 The representative, if present, may ask questions at any time during the hearing.

22.9 Both the employee and Investigating Officer will have the opportunity to sum up following which the Hearing Officer will sum up and will adjourn before issuing a decision. The employee and representative and the Investigating Officer shall withdraw at the adjournment. The HR Specialist if present will remain to advise the Hearing Officer.

22.10 At any time during the hearing either side may ask for an adjournment to discuss something new that may have been brought up in the hearing.

22.11 If practicable, the decision should be announced at the conclusion of the hearing. Either way a letter will then be sent to the employee informing them of the decision, within five working days.

22.12 If the Hearing Officer is not the Town Clerk (or a nominated Member) and it becomes apparent at the hearing that the case, due to its serious nature, should be heard by the Town Clerk (or a nominated Member) then the proceedings should be adjourned and reconvened so that the Town Clerk (or a nominated Member) can hear it.

22.13 Where it is decided that no case has been established or has been established but disciplinary action is thought inappropriate, the letter must confirm that no disciplinary action is to be taken.

23. Action Following the Disciplinary Hearing

23.1 Where the outcome, at any stage, is a Warning the employee must receive a written statement within five working days (confirming an oral warning) or a letter that contains, in clear and plain terms, the following:

- Details of the misconduct.
- A summary of the key issues on which the decision for disciplinary action was taken including any mitigating circumstances submitted by the employee.
- Confirmation of the nature of the warning i.e. Oral (Stage 1), Written (Stage 2), Final Written (Stage 3), Dismissal (Stage 4).
- Confirmation of the consequences of a recurrence or failure to improve (normally the next stage of the Disciplinary Procedure).
- Advice on the right and process of Appeal with time limits.

- If an employee is dismissed this must be confirmed in writing with reasons for the dismissal to the individual (with a copy for their representative) within five working days of the disciplinary hearing and be sent by recorded delivery letter or secure email.

24. Before Deciding Any Disciplinary Penalty

24.1 When deciding whether a Disciplinary Penalty is appropriate and what form it should take, consideration should be given to:

- The Penalty imposed in similar cases in the past if available.
- Any special circumstances which might make it appropriate to lessen the severity of the Penalty. These may include health or domestic problems or provocation.
- The employee's disciplinary record, work record, role within the Council, and length of service

25. Recognised Trade Union Employee Representative

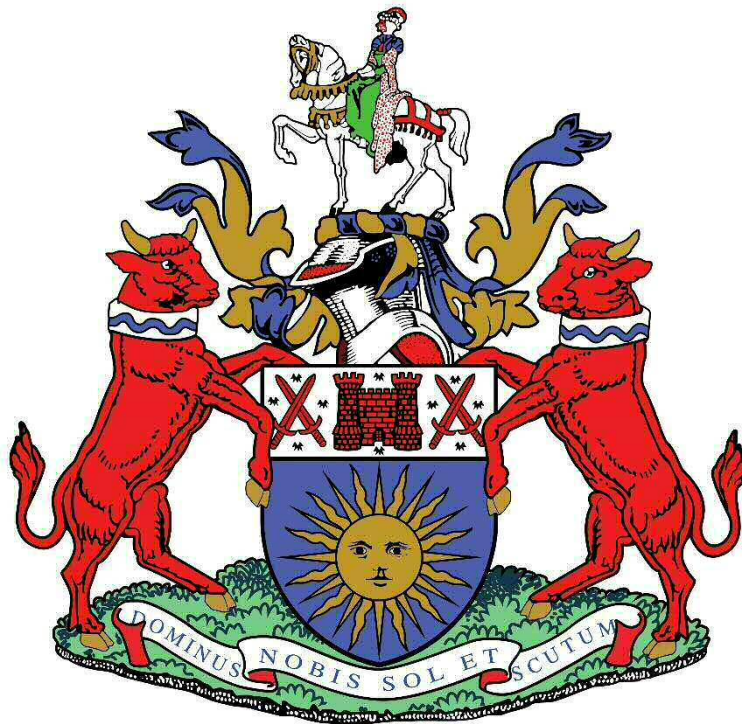
25.1 No action other than an oral warning, should be taken against a Trade Union Employee Representative of a Trade Union recognised by the Council, until the circumstances of the case have been discussed with the full time official. Suspension may be invoked when necessary, but the full time official should be informed of this at the earliest possible opportunity. Provided this procedure has been followed; Trade Union agreement is not required.

26. Appeal

26.1 There is an automatic right of appeal (See 16 Above).

DATED

202X



Banbury Town Council

-and-

[Name of employee]

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made the day of 202X

BETWEEN:

(1) Banbury Town Council (referred to in this contract as “we”, “us” or “the Council”) of Town Hall Bridge Street Banbury

and

(2) [] (referred to in this contract as “you” or “your”) of []

1. STATUS OF COUNCIL POLICIES AND THE EMPLOYEE HANDBOOK

- 1.1 The Council's policies referred to in this contract of employment and the Employee Handbook (“the Handbook”) contains certain information, policies and procedures and regulations which relate to your employment but do not have contractual effect, unless confirmed in this Agreement. You are supplied with a copy of the Handbook which may be amended from time to time.

2. DATE OF EMPLOYMENT

- 2.1 Your employment with the Council [will begin][began] on [date]. Your period of continuous employment with the Council [will begin][began] on [date] [and no employment with any previous employer counts as part of your continuous employment] [your employment with XXXXXXXXXXXX has been taken into account for calculating your start date and providing you with continuity of service]

- 2.2 For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

3. PROBATIONARY PERIOD

- 3.1 The first three6 months of your employment will be probationary. ~~This may be extended by the Council at its discretion if a longer period is required to evaluate your performance properly.~~

- 3.2 Your employment may be terminated by one week's notice in writing on either side expiring at any time during or at the end of the probationary period, which we can at our discretion pay in lieu.

~~If you are absent from work due to incapacity during your probationary period for a period which exceeds a total of five working days your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.~~

- 3.3 Clauses 3.1 and 3.2 above do not apply to employees that have transferred with continuity of service.

4. JOB TITLE AND DUTIES AND OBLIGATIONS

You will be employed as [] (BTC XX) and your job description and duties are attached to this Agreement. You may be required to perform such other duties as directed by the Council from time to time to meet the needs of the business.

5. PLACE OF WORK

- 5.1 You will be based at [Banbury Town Hall High Street, Banbury OX16 5QB] [People's Park Warwick Road, Banbury OX16 0AD] [Southam Road Cemetery Depot Southam Road, Banbury OX16 2FW] and such other place within the Banbury Town Council area as we may reasonably determine. We reserve the right to change this on a permanent basis upon reasonable notice to you.
- 5.2 Due to the nature of the Council's business, you may be required to work at any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.
- 5.3 You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the local authority area or within reasonable travelling distance of the local authority area.
- 5.4 We will not require you to work outside the United Kingdom.

6. PAY

- 6.1 Your salary will be LCxx [in the range SCP] per annum (£) depending on experience/qualifications and subject to review annually on 1 April following satisfactory completion of any relevant probationary period. The Council may withhold an increment if it is considered that performance fell below the level expected, or award an additional increment for exemplary performance if it chooses to do so.
- 6.2 You will commence on SCP [] £ [] and be paid monthly in arrears on the 23rd of each month by credit transfer directly into your bank or building society account.
- 6.3 [Where overtime is worked with the prior agreement of the Council, this will attract payment at x1.5 normal rates for Monday to Saturday. Overtime on Sundays and Bank Holidays will attract double time and can be paid or taken as time off with the agreement of the Council.]

[Where employees choose to volunteer to work additional hours at events, this time may be taken as flexitime or alternatively paid at the employees' basic rate of pay.]

[Employees that incur overtime at events will be paid at the employees' basic rate of pay unless it can be accommodated within the flexi time system that applies to annualised hours.]

7. PERFORMANCE REVIEW

- 7.1 The Council will keep performance under review.
- 7.2 Career Grade progression is dependant on satisfactory performance and continuous personal development.
- 7.3 The performance review process is at the complete discretion of the Council and the frequency and number of any reviews may vary.

8. PENSION & RETIREMENT

- 8.1 Upon joining the Council, and subject to your complying with other requirements in relevant legislation and/or rules of the scheme, you will have the automatic right to join the Local Government Pension Scheme however if you do not wish to join this scheme you may join another or remain with another suitable pension provider. Full details of the Scheme are available from Mark Hassall, Town Clerk & RFO.
- 8.2 There is no retirement age applicable to your employment. You should notify us no later than your contractual notice period set out in clause 11 if you intend to terminate your employment for any reason, including because you wish to retire.

9. HOURS OF WORK

- 9.1 You will be required to work [] hours on average per week, your standard hours of work will normally be [] Monday to Friday with a minimum rest break of 30 minutes. Rest breaks are not considered as working time and are unpaid. Your normal hours of work may be changed by the Council to accommodate the operational and seasonal needs of the business. You will also be required to work such additional or other hours as necessary to enable you to meet your obligations under this Agreement [and this will include occasional weekend and Bank Holiday working as required. You may also be required to be on standby/call out on a rota basis.]

10. HOLIDAYS

- 10.1 The Council's Holiday Year is 1st April to 31st March. In each complete Holiday Year full time staff are entitled to 23 days paid holiday per annum plus statutory days and Bank Holidays rising from 23 to 28 days plus statutory days and Bank Holidays after five years' continuous service. Holiday entitlement in any part Holiday Year will be pro-rated accordingly. Holiday for part time staff will be calculated on a pro-rata basis. A maximum of five days untaken holiday (pro rata for part time staff) may be carried over from one leave year to the next with the permission of the Council.
- 10.2 The Council requires you to take paid holiday from your entitlement under 10.1 on each bank and public holiday which falls on a day when you would normally be working and therefore your statutory holiday entitlement will be exhausted by up to 8 days a year, depending on the days on which you work. Employees who are contracted to work on a public and bank holiday will not be required to use holiday entitlement under 10.1.
- 10.3 Holidays may only be taken at times convenient to the Council and are subject to the rules set out in the Handbook. We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.
- 10.4 While on annual leave, you will be paid your normal pay or your pay will be calculated in accordance with the Working Time Regulations 1998, which means that the first 20 days of annual leave taken in the leave year will be your based on your normal remuneration, and any leave taken beyond that will be based on basic pay only.
- 10.5 On the termination of your employment, you will be paid for any outstanding holiday accrued and the amount of such payment shall be calculated at 1/260th of your full-

time equivalent salary for each untaken day. Alternatively, the Council can require you to take any outstanding holiday entitlement during your notice period.

- 10.6 In the event of termination, the Council reserves the right to deduct from your final salary an amount equivalent to any holiday taken in excess of your accrued entitlement calculated at 1/260th of your full-time equivalent salary for each excess day.
- 10.7 In order to ensure that you receive the correct amount of statutory annual leave and pay, the employer reserves the right at any time and with no notice to vary the basis on which your holiday entitlement and pay is calculated if they decide that you should no longer be categorised as a worker entitled to annual leave under Regulations 13 and 13A of the WTR or an irregular hours or part year worker under the WTR.

11. TERMINATION OF EMPLOYMENT

- 11.1 Subject to clause 3.2, either party may terminate this contract at any time by giving the other notice in writing as follows:

The Employee:

Following successful completion of probation [X Month(s)]

The Council:

<u>Continuous service</u>	<u>Length of notice</u>
Up to 2 years	1 week
2 years to 12 years	1 week for each year of continuous service
12 years and above	12 weeks

- 11.2 We may at our discretion terminate your employment without notice and make a payment of basic pay in lieu of notice.
- 11.3 We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.
- 11.4 Once notice of termination has been given by either party, the Council may, at any time and for any period(s), require you to stop performing your job and/or exclude you from attending its premises and/or assign you to special projects ("garden leave"). During any garden leave, the Council will provide your normal pay and benefits provided for in this Agreement and you must remain available to undertake duties for the Council during your normal hours of work. During any garden leave, you will be deemed to have taken any holiday accrued but untaken before the beginning of the garden leave and any holiday accruing during the garden leave. During any period of garden leave you shall remain an employee of the Council and bound by the terms of this Agreement.

- 11.5 Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

12. **SICKNESS AND INJURY**

- 12.1 If you are absent from work owing to sickness or injury you must follow the reporting procedures as set out in the Handbook.
- 12.2 The Council can require you undergo a medical examination at any time.
- 12.3 The Council reserves the right not to permit you to return to work after sickness absence until a doctor has given you a medical examination and accepted that you are fit to return to work. Your entitlement to remuneration during any such period will be as set out in clause 13.

13. **PAY DURING ABSENCE**

- 13.1 If you are absent from work due to sickness or injury, the Council does not have to pay you your contractual salary or provide benefits. However provided that you comply with the requirements set out in the Handbook, you will be entitled to the following:

During 1st year of service	1 month's full pay and 2 months' half-pay (after completing 4 months' service)
During 2nd year of service	2 months' full pay and 2 months' half pay
During 3rd year of service	4 months' full pay and 4 months' half pay
During 4th & 5th years of service	5 months' full pay and 5 months' half pay
After 5 years' service	6 months' full pay and 6 months' half pay

- 13.2 You will have no entitlement to additional payment during sickness absence in the notice period to terminate employment.

~~13.3 The "qualifying days" for the Statutory Sick Pay Scheme are Monday to Friday.~~

~~13.4~~13.3 Any sickness payments payable under Clause 13.1 are inclusive of any Statutory Sick Pay and social security benefits to which you may be entitled (whether or not recovered) in respect of such absence.

~~13.5~~13.4 In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.

~~13.6~~13.5 If your absence from work results from an accident in respect of which compensation for loss of earnings may be recovered from a third party, any payments made by the Council under this Clause 13 (including any Statutory Sick Pay) will constitute loans. You must repay them when and to the extent that you recover compensation from the third party.

~~13.7~~13.6 Payment during sickness absence is dependent on you being genuinely sick and on you complying with the rules set out in the Handbook.

~~13.8~~13.7 Further, no additional payment will be made for time off for surgery or treatment which you opt to have for non-medical reasons or in the course of undertaking any paid work outside your employment for the Council.

14. COUNCIL EQUIPMENT/UNIFORM & CLOTHING

- 14.1 Where appropriate the Council will provide you with equipment and facility keys.
- 14.2 Where appropriate the Council will provide you with an identification badge, which you must wear at all times whilst carrying out your working duties.
- 14.3 Where appropriate the Council will provide you with BTC uniform and personal protective equipment, which you must wear at all times whilst carrying out your working duties.
- 14.4 On termination of your employment all equipment, keys, uniform/personal protective equipment and identification badge must be returned to the Council. Failure to do so could result in a deduction from your final salary.

15. DATA PROTECTION

- 15.1 The Council will hold and process, both electronically and manually, personal data relating to you which is necessary for the performance of this Agreement and for other lawful processing reasons under data protection legislation. Such data includes, without limitation, your employment application, references, bank details, appraisals, holiday, and sickness records, pay details, data regarding employment benefits and other records which may include sensitive personal data relating to your health.
- 15.2 Full details of the Council's personal data processing activities are set out in the Council's Privacy Notice, a copy of which is enclosed.
- 15.3 You have an obligation to comply with the Council's Data Protection Policy and our processes for the proper management of employee and client/customer data as amended from time to time.
- 15.4 You hereby acknowledge that by signing this Agreement, you have read and understood and will comply with the Council's Data Protection Policy.

16. RIGHT OF SEARCH

- 16.1 The Council reserves the right to search any employee leaving the site or premises of the Council or its customer, any vehicle in or on which you may be travelling on or in and any parcels or property that you have. Should a search be requested, you have the right to request that it be conducted in the presence of a third party. Refusal to cooperate will be a disciplinary offence.

17. ALCOHOL AND DRUGS

- 17.1 Whilst on duty or preparing to start duty, you will provide on request by a manager at the Council, such samples as may be necessary for the purposes of screening for alcohol or prohibited drugs. Any failure to comply will be a disciplinary offence that will normally result in dismissal.
- 17.2 This Agreement constitutes your consent to the results of any test carried out at 17.1 above being passed to the Council by any authorised person.

17.3 Further information can be found in the Handbook.

18. **CONFIDENTIALITY**

18.1 For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or any of its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

18.2 You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

18.3 You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information.

18.4 Nothing in this Clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

18.4.1 reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;

18.4.2 doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;

18.4.3 whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);

18.4.4 complying with an order from a court or tribunal to disclose or give evidence;

18.4.5 disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;

18.4.6 disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or

18.4.7 making any other disclosure as required by law.

19. **MONITORING OF PERSONAL COMMUNICATION**

19.1 The Council may monitor, intercept, or record all communications received or made by the Council's communication systems including but not exclusively, the telephone, internet and email for personal use without permission. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

19.2 Further information can be found in the handbook.

20. OTHER EMPLOYMENT

- 20.1 The Council requires you to devote your time, attention, and abilities during your working day to your duties with the Council and you may not undertake any other work at this time.
- 20.2 You may not without permission of the Council (which will not be unreasonably withheld) engage in any business or employment that could be considered to impair your ability to act at all times in the best interests of the Council, outside your hours of work for the Council.
- 20.3 You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly. If you are unsure as to whether any business or activity has the potential to conflict with the interests of, or damage the goodwill of, the Council you should seek guidance from your line manager

21. DISCIPLINARY POLICY AND PROCEDURE

- 21.1 The Council's Disciplinary Policy and Procedure is applicable to your employment. It does not form part of the terms and conditions of your employment. [Details regarding this policy](#) ~~A copy of the Disciplinary and Dismissal Policy~~ can be found in the Handbook [and the full policy is on the system.](#)
- 21.2 If you wish to appeal against a disciplinary decision you may apply in writing to the person named in the disciplinary outcome letter, in accordance with our disciplinary procedure.
- 21.3 The Council has the right to suspend you on full pay, pending a disciplinary interview and/or meeting. The Council has the right to impose any of the following disciplinary penalties should it deem them appropriate: suspension with or without pay for up to one calendar month, transfer, demotion, loss of seniority, loss of increment, a reduction in pay, dismissal with or without notice or without pay in lieu of notice.

22. GRIEVANCE PROCEDURE

- 22.1 The Council's Grievance Policy is applicable to your employment. It does not form part of the terms and conditions of your employment. A full copy of the Grievance Policy is [contained within summarised in](#) the Handbook.
- 22.2 If you wish to raise a grievance you may apply in writing to your manager in accordance with our grievance procedure.

23. DEDUCTIONS FROM SALARY

- 23.1 At any time during your employment or upon its termination (howsoever arising), the Council will be entitled to deduct from your salary, or from any other payment due to you in respect of your employment, any monies due from you to the Council. This includes, without limitation,
- 23.1.1 the amount of any overpayment of salary, wages, bonus or other benefits;
 - 23.1.2 the amount of any overpayment of sick pay;
 - 23.1.3 the amount of any overpayment of holiday pay;
 - 23.1.4 outstanding loans and advances;

- 23.1.5 the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- 23.1.6 any loss or damage to Council property caused by your wilful act, carelessness or negligence;
- 23.1.7 any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- 23.1.8 any shortage or deficiency of stock or cash for which you were responsible;
- 23.1.9 any sums you owe to us in respect of training courses, fees, fines etc.

24. CONDITIONS OF OFFER OF EMPLOYMENT

24.1 Your engagement is subject to the following conditions:

- The necessary documentation proving your right to work in the UK.
- Satisfactory references as required by the Council.
- Passing a medical examination (if required) at commencement of this employment or in the future, as necessary.
- Attending appropriate training as necessary and passing such safety related qualifications reasonably required for your role.

25. PERSONAL RECORD

25.1 You are required to notify the Council immediately of any temporary or permanent change of address and other change that may alter your personal record.

26. OTHER PAID LEAVE

26.1 You may also be eligible to receive Council maternity/ adoption / pay (deemed inclusive of any statutory maternity / adoption pay) subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

26.2 You may be eligible to take paid Maternity Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

26.3 We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

27. OTHER BENEFITS

27.1 You are not automatically entitled to any benefits during your employment.

28. TRAINING

28.1 It is a specific contractual requirement that you attend [SPECIFY TRAINING] which the Council will pay for. Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

AND/OR

- 28.2 [You are required to complete [SPECIFY TRAINING] at your own expense [and outside your working hours.] [Further details of this training are set out in Schedule 1 to this Contract.]

AND/OR

- 28.3 [You are entitled to take part in various training courses which we may provide from time to time in-house and/or externally. Specific details of what courses might be available from time to time. You should speak to your manager in the first instance if you would like to take a course.]

29. **TRAINING RECOUPMENT**

- 29.1 The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- 29.1.1 While the course is on-going or up to 12 months after completion of the course – 100%
- 29.1.2 Between 12 months and 24 months after completion of the course - 50%
- 29.1.3 Between 24 months and 36 months after completion of the course - 25% or less at the discretion of the Council.

- 29.2 You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

30. **COUNCIL PROPERTY**

- 30.1 All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.
- 30.2 Any Council property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to [POSITION] at any time on request and in any event prior to the termination of your employment with the Council.

31. **COLLECTIVE AGREEMENT**

- 31.1 The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract.

32. **VARIATION OF CONTRACT**

- 32.1 This statement of your terms and conditions of employment are correct at the date of issue however the Council reserves the right to vary the terms and conditions of your employment in the future by collective agreement between the Council and the recognised Trades Union, by your personal agreement, or in exceptional circumstances unilaterally by the Council including following a relevant transfer under

the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

- 32.2 You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

Signed by Mark Hassall for and on
behalf of Banbury Town Council

.....
Town Clerk & RFO

Dated.....

I acknowledge receipt of these terms and conditions of employment and confirm my agreement that these constitute my contract of employment with the Council.

Signed
(Employee)

Dated



Banbury Town Council

Employee Handbook

June 2026

Welcome and Introduction

Welcome to Banbury Town Council. Our strength as an organisation is due to the skills and abilities of colleagues like you. You have joined a professional, competent and progressive, town council which I hope will not only offer you job security and fulfilment, but also the opportunity to develop and grow within your role.

We look forward to a long and successful working relationship with you and sincerely hope that your time with us is enjoyable and rewarding.

This handbook

This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all employees. Where there is any conflict between what is stated in this handbook and other procedures, rules and policies then what is stated in this handbook takes precedence.

The contents of this handbook do not form part of the terms of your contract of employment. We may need to alter or amend any policy or procedure contained in this handbook to ensure that it remains relevant and consistent with the needs of the business. Any such change will be notified to all employees.

We do expect you to comply with the requirements set out in this handbook and failure to do so may lead to disciplinary action; in appropriate cases, up to and including dismissal.

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SECTION 1 – KEY PRINCIPLES

This section sets out some of the key commitments made by the Council to its employees – and the key commitments expected from employees in return.

1.1 Health and safety

The primary duty owed to you by the Council is to ensure that you are safe while you are at work. Similarly, all employees are obliged to carry out their duties in a safe and responsible manner that does not risk harm to either themselves, their colleagues or any other person.

A detailed health and safety policy/handbook identifying the roles and responsibilities of key staff members for ensuring that the Council meets its commitment to health and safety is available from the Town Clerk.

Detailed risk assessments have been carried out on all aspects of the Council's activities and steps have been taken to ensure that all work can be done safely. Any employee who is concerned that any aspect of the Council's activities poses a risk to health and safety should report this to the nearest available manager immediately. Genuine concerns about health and safety will always be treated with the utmost seriousness and be thoroughly investigated.

Employees are required to comply with all instructions rules and procedures concerning matters of health and safety. Failure to do so may amount to gross misconduct. In particular, where employees are required to wear personal protective equipment such as hard hats, protective footwear or high visibility clothing then failure to do so will be treated as gross misconduct which will usually result in dismissal.

1.2 Ethical conduct

The Council aims for the highest possible standards of ethical conduct in all of its activities and expects the conduct of individual employees to reflect this. Dishonesty of any kind will be treated as a serious matter, which may amount to gross misconduct and therefore to dismissal without notice.

Gifts and hospitality

The acceptance of gifts and hospitality from members of the public, developers, suppliers and potential suppliers must not give the appearance that employees or the Council may be unduly influenced in the decisions that they make or in any other aspect of their work.

All gifts and hospitality given or received, of whatever value, must be entered in the Register kept by the Town Clerk.

No personal gifts of a value in excess of £10 should be accepted from members of the public, developers, suppliers and potential suppliers without express permission from the Town Clerk. Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by the Town Clerk. Offers of hospitality to others must always be authorised by the Town Clerk.

You may also be instructed to return any gifts which the Town considers to be inappropriate, or to refuse to accept hospitality from a particular supplier or potential supplier. Failing to obey such an instruction will be treated as misconduct.

Allowing gifts or hospitality to influence any purchasing or other decisions that you may make on behalf of the Council or to otherwise influence the way in which you perform your duties is an act of gross misconduct which will usually result in dismissal.

It is also an act of gross misconduct to seek to influence any other person to behave in an improper way or to confer an advantage on you or the Council through the giving of any gift or hospitality.

1.3 Whistleblowing

The Council encourages employees to raise any concerns that they may have about any wrongdoing at any level within the organisation. Wrongdoing in this context means any breach of a legal obligation, risk to health and safety, a criminal offence being committed, a miscarriage of justice occurring or likely to occur, sexual harassment occurring or likely to occur, or damage to the environment or an attempt to conceal any of the above.

Any initial concern should be raised with the Town Clerk or your manager. However, if this is not appropriate then you should contact the Leader of the Council who will ensure that your concern is properly addressed.

Employees who raise a concern under this policy are entitled not to be subjected to any detriment as a result; however the employee must reasonably believe that the disclosure they are making is true.

Even if your concern proves to be unfounded you will be protected against any reprisals from your manager, colleagues or any other employee of the organisation. Making a deliberately false allegation, however, against the Council, a fellow employee or any other person will be treated as an act of gross misconduct which will usually result in dismissal.

If you are the subject of an allegation of wrongdoing then you will be informed of the allegation and given every opportunity to explain the situation and put your side of the story. Disciplinary action will only be taken following a full investigation in accordance with the disciplinary procedure.

1.4 Good faith and loyalty

The employment relationship is one built on trust and we all have a mutual interest in making the relationship a success. The Council has a duty to provide reasonable support to employees and employees have a duty of good faith towards the Council.

In practice this means not doing anything that undermines the Council's position by acting against its interests or undermining the Council's standing with the people of Banbury, other authorities and fellow employees.

1.5 Environmental Statement

In the undertaking of their daily duties, we accept that all staff associated with the Council will have an influence on the environment. We will commit to adopting working practices that will help to have a positive effect, assist towards continued environmental improvement, prevent pollution and reduce unavoidable negative influences caused by our working practices.

The Council therefore maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, materials, lights, heating, water etc.

SECTION 2 – HOW WE DO THINGS

This section deals with some important administrative requirements to do with your employment and sets out the standards the Council expects of employees in various situations.

2.1 Proof of identity

The Council is legally obliged to ensure that all employees are permitted to work in the UK. It is a condition of your employment that you comply with all reasonable requests to provide details of your identity, right to work in the UK and place of residence. This will include allowing the Council to take copies of your passport or other appropriate documents and to check their authenticity. Copies of any such documents will be kept in your personnel file for such a period as is deemed necessary in compliance with current data protection laws.

The Council may dismiss any employee who cannot demonstrate that they are legally entitled to work in the United Kingdom.

2.2 Data protection

We will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with our Data Protection Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.

We may monitor staff in accordance with our policies relating to email, internet and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.

You will comply with your obligations under our Data Protection Policy and other relevant policies as directed.

2.3 Dress code

All employees should dress in a manner appropriate to the work that they do. Key factors include whether or not the employee meets clients /customers/members of the public and whether the requirements of health and safety require particular clothing. This is largely a matter of common sense. However, if your manager feels that you are dressing in an inappropriate way they may ask you to dress differently the next time you come into work. A persistent refusal to comply with a reasonable standard set by a manager will amount to misconduct.

Where an employee dresses in a completely inappropriate way, for example by wearing clothing with offensive images or slogans, then they

may be sent home to change. Any time taken to go home and change will be unpaid.

2.4 Timekeeping

Good timekeeping is essential in any team. A late arrival at work can put unfair pressure on colleagues and affect the smooth running of the organisation. The Council therefore requires all employees to take responsibility for attending work promptly in accordance with their contract of employment or work roster. You should arrive in time to begin working at your appointed start time.

Where you depend on public transport to come to work you should allow adequate time, including likely delays, for your journey so that you can arrive on time. Similarly, employees who drive to work should make themselves familiar with the level of traffic to be expected and make adequate allowance for rush hour congestion.

Where it is clear that you are going to be late for work you must contact your manager (or the Town Clerk) as soon as possible to explain the situation and give an estimate of your arrival time. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If personal or domestic circumstances make it difficult for you to attend work on time then you should discuss this with your manager. In some cases, the Council may be able to accommodate a reasonable need for flexibility, but this will be subject to the needs of the organisation and the need to avoid placing an unfair burden on your colleagues (see Section 5).

The Council may ask you to record your arrival and departure times and may keep such records of your working time as it thinks appropriate. Deliberate failure to record time may be treated as gross misconduct.

Persistent lateness without proper excuse will be treated as misconduct under the disciplinary procedure.

2.5 Adverse weather and traffic disruption

Adverse Weather

Adverse weather conditions can cause road closures and public transport disruption.

The Council's primary duty is to provide a safe place of work. If severe weather means that this cannot be achieved and the workplace needs to close then all employees will be sent home or told not to come in. In these circumstances employees will be paid in full for any working time that they have lost.

Traffic Disruption

We understand that events such as industrial action, road traffic accidents and road works can cause difficulties for employees attempting to travel into the workplace. In these circumstances we are prepared to take a flexible approach to working arrangements while still keeping the business running as effectively as possible.

You must make a genuine effort to report for work at your normal start time. You may need to leave home earlier to give yourself extra time for the journey or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

If you are unable to get into work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently to allow you to travel in to work, you should report this to your manager and attend work unless told otherwise.

Delayed Return from holidays

You should make every effort to return to work as planned at the end of any period of authorised annual leave and should ensure that travel arrangements are made that would best ensure this is possible. However, we recognise that employees may be delayed when returning from holidays due to flight cancellations/ delays.

If you are unable to travel into work

If the workplace remains open, it is the responsibility of employees to attend work if they possibly can. While the Council understands that this is not always possible, additional paid leave will not be provided for employees who are unable, for whatever reason, to travel into work.

Where it is clear that you are not going to be able to get to work you must contact your manager as soon as possible to explain the situation. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If you are unable to attend work due to severe weather or other travel difficulties then you will be required to take time from your annual leave allowance to cover any absence, or to take unpaid time off by agreement with your manager. There may be circumstances in which employees are able to work at home, but this will be entirely at the discretion of the Council.

2.6 Rest breaks

A rest break should be taken away from your workstation wherever possible. If you leave the premises you should clock out using the time recording system.

Different areas of the organisation may have different arrangements for ad hoc breaks such as to make a cup of tea or coffee. These arrangements are in place to ensure the smooth running of the organisation and to prevent putting unfair pressure on colleagues. You are required to comply with any requirements relating to such breaks as may be in place from time to time.

2.7 Smoking

The Council operates a smoke-free workplace. Smoking (which includes the use of e-cigarettes and personal vaporisers) is not permitted in council premises or vehicles. Smoking in any of these places is an act of gross misconduct that will usually result in summary dismissal.

Smoking breaks may only be taken in accordance with the Council's flexi-time policy (see section 2.12) or at the managers or supervisors discretion.

2.8 Computer use- Including the use of email/Internet

It is very important that the Council is able to keep its data secure. To assist with this, all employees are required to comply with instructions that may be issued from time to time regarding the use of Council-owned computers or systems.

In particular, you must lock your terminal or log off whenever you leave it for more than a moment. You must not attach any device to Council IT equipment without authorisation from your manager and you must not open attachments or click on links unless you know you can trust the source.

Council portable IT devices must be kept secure and password protected at all times.

Your computer password is an important piece of confidential information and you should treat it that way. Do not share it with others and make sure that it is not written down anywhere where an unauthorised person can find it.

Unauthorised access to any of the Council's systems will amount to gross misconduct.

Email

All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

If you have a Council email account you should be mindful of the fact that any email that you send will be identifiable as coming from the Council. You should therefore take care not to send anything via email that may reflect badly on the Council. In particular, you must not send

content of a sexual, racist or discriminatory nature, junk mail, chain letters, cartoons or jokes from your Council email address.

Using a Council email address to send inappropriate material, including content of a sexual, racist, discriminatory or harassing nature, is strictly prohibited and may amount to gross misconduct resulting in summary dismissal. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system. You should also report such breaches in accordance with our Harassment and Bullying or Grievance policies.

You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked 'private' and not copied into those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.

While a reasonable amount of personal use of email is perfectly acceptable, your email remains the property of the Council and you should not use your Council email to send or receive any information that you regard as private. The Council may, in the course of its operation, read emails that you have sent or received - although in the absence of evidence of wrongdoing the Council will try to avoid reading personal emails if possible.

Internet use

Employees with access to the internet on Council-owned devices should use that access responsibly. Excessive personal use during working hours will be treated as misconduct. From time to time the Council may block access to sites which it considers inappropriate but whether or not a specific site has been blocked, employees must not use the internet to view or download offensive or sexually explicit material. Any attempt to do so may, depending on the circumstances, amount to gross misconduct leading to dismissal.

Employees must not download any software, plug-ins or extensions on to Council-owned devices unless this is first cleared by your manager. Nor must employees use Council-owned devices to download music, video or any other entertainment content.

Firewalls and anti-virus software may be used to protect the Council's systems. These must not be disabled or switched off without the express authorisation of your manager.

Social media

An employee's behaviour on any social networking or other internet site must be consistent with the behaviour required of employees generally.

Where it is possible for users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Council.

You must avoid making any social media communications that could damage our interests or reputation, even indirectly. You must not use social media to:

- defame or disparage or make any other inappropriate comments about us, our staff or any client or other third party;
- harass (including sexually harass), bully or unlawfully discriminate against staff, clients or other third parties;
- make false or misleading statements; or
- impersonate colleagues or third parties.

Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Council will take a particularly serious view of any misconduct that occurs through the use of social media.

You should make it clear in social media postings, or on your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

You must not operate a social media account or profile or express an opinion that purports to be operated/made on behalf of the Council without express permission to do so from your manager. You must not comment on social media about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

2.9 Telephones

Council telephones must be used for legitimate business purposes only.

Calls and texts on personal mobile phones should wherever possible be restricted to formal rest breaks. Use of mobile phones while working may be a disciplinary offence when they distract you from your work, impact on performance or bring the Council into disrepute.

2.10 Driving [See also BTC Driver Handbook]

Where driving is required as part of your job, it is your responsibility to ensure that you are legally qualified to drive. The Council may require you at any point to allow a copy of your full driving licence to be made

and kept in its records (or to provide your DVLA reference number, as applicable). If you receive any points on your licence you must inform the Council of this immediately. Drivers should also give approval to assess their licence particulars online through the Government website <https://www.gov.uk/view-driving-licence>

If you use your own vehicle to drive on Council business, it is your responsibility to arrange to be insured for that business use. The Council may require you at any time to allow a copy of your insurance and any MOT test certificate to be made and kept in its records.

You are responsible for any driving offences committed while driving as part of your duties, including any parking fines. Dangerous, careless, inconsiderate or aggressive driving as well as causing a risk to others can be damaging to the Council's reputation and can amount to gross misconduct. If you are banned from driving for any reason, the Council is not obliged to find alternative work for you and may choose to dismiss you if the ban renders you incapable of performing your duties as required.

Employees should never use their mobile phone while driving on Council business unless they do so on a properly installed hands-free system and traffic conditions mean that it is safe to do so. In most cases, it would be preferable to make any calls when the vehicle is stationary.

Any journey carried out on Council business must be scheduled in such a way as to allow adequate rest breaks – usually one break of 15 minutes for two hours of driving. Where possible, driving on Council business should be avoided either late at night or very early in the morning.

Safety is the Council's prime responsibility and you should not be required to compromise safety in any way when driving on Council business. If you are concerned about any driving requirements you may have, then you should discuss these with your manager and appropriate arrangements will be made to ensure that any work-related journey can be completed safely.

Council vehicles

If a Council vehicle is provided to you as part of your contract of employment or you are required to drive a Council vehicle as part of your job, it is your responsibility to take care of the vehicle, keeping it in a clean and roadworthy condition. You should report any damage or fault immediately. The Council will arrange for appropriate maintenance or servicing to be carried out. If you incur any reasonable expenses in connection with the vehicle then these will be reimbursed, but you must check with your manager and comply fully with our expenses policy. The Council will not be obliged to reimburse any expenses incurred without authorisation.

Council vehicles will normally be fitted with vehicle tracking and a dash cam.

Any personal use of a Council vehicle is at the sole discretion of the Council and must in any event be kept within reasonable limits. Your manager may at any time instruct you not to use – or to cease using - a Council vehicle for private purposes.

If you have possession of a Council vehicle overnight or at the weekend then you must ensure that it is securely parked in an appropriate location. In general, Council equipment should not be left in a vehicle overnight. Where this is unavoidable then you must ensure that the vehicle is parked in a locked garage. If this is not possible then you should discuss appropriate parking and security arrangements with your manager.

2.11 Alcohol and drugs

The Council's approach to the consumption of alcohol, drugs and other substances (including new psychoactive substances) that have intoxicating and/or behaviour-altering effects or impair judgement (referred to in this policy as "other substances") is based on the need to ensure a safe and productive working environment. Because of the serious nature of the risks posed by the abuse of alcohol, drugs and other substances in the workplace, any breach of the rules in this area will be treated as gross misconduct which will usually result in dismissal.

An employee will be regarded as 'under the influence' of alcohol, drugs or other substances if their behaviour, speech, ability to concentrate or otherwise perform their duties is in any way affected. An employee will also be regarded as under the influence if they fail a drug or alcohol test.

Dependency

Employees who have a dependency on alcohol, drugs or other substances may be offered support and encouraged to seek appropriate counselling or medical help. Absence arising from treatment or counselling related to drug and alcohol abuse will be treated as sickness absence under the Council's absence management policy. However, while the Council will always try to be supportive toward employees with a drug or alcohol problem, this will not prevent disciplinary action being taken when employees act in breach of the rules laid out in this policy.

Wherever an employee informs the Council that they have a drug, alcohol or other substances problem this will, as far as possible, be treated in the utmost confidence. However, the Council may need to disclose particular circumstances to managers, regulatory authorities or others should this be necessary to ensure safety or compliance with legal requirements.

Drugs

The consumption, storage, distribution or sale of illegal drugs or any other behaviour-altering substance, including new psychoactive substances, on Council premises or during working time is strictly prohibited. The Council will report any illegal activities to the police or other relevant authorities.

You must not present yourself for work under the influence of illegal drugs or any other substance taken for non-medical purposes.

Medicines and Prescription drugs

If you are taking prescription drugs or any other medicine that may affect your performance at work or your ability to carry out any of your duties, then you must inform the Town Clerk or your manager of this so that steps can be taken to ensure that the work can be done safely. It is your responsibility, when beginning any course of medication, to check whether it may adversely affect your ability to work.

Alcohol

Consumption of even a small amount of alcohol may be sufficient to adversely affect the work of an employee and could pose a risk to health and safety. Remember that alcohol remains in the bloodstream for up to 24 hours following consumption and that the consumption of a significant amount of alcohol in the evening may leave you unfit to work in the morning.

You must not present yourself for work under the influence of alcohol.

Employees who need to drive or operate any machinery during the working day must not consume any alcohol during working time, lunchtime or during any break.

Where alcohol is available at Council organised events or occasions when you are representing the Council – even outside working hours - it is important to behave responsibly and not drink to excess. Behaviour that reflects badly on the Council will be a disciplinary matter and in serious cases may amount to gross misconduct.

Drug and alcohol testing

The Council may require you to submit to drug or alcohol testing where there is reason to believe that you may have acted in breach of this policy.

This may include a standard breathalyser test administered by the Town Clerk or your manager. Arrangements for blood or urine testing may vary from time to time, but such tests will always be carried out by suitably qualified, independent professionals.

An employee will be treated as having failed a drug or alcohol test if the test shows the presence of illegal drugs or a level of alcohol in excess of

the drink driving limit applicable in England & Wales (80 mg of alcohol per 100 ml of blood, 35 mcg per 100 ml of breath or 107 mg per 100 ml of urine).

An employee who refuses, without proper excuse, to undergo a test required under this policy will be treated as having failed the test. This failure will be treated as gross misconduct.

Whether a test needs to be conducted is a matter for the Council to decide. In cases where an employee is clearly under the influence of alcohol, drugs or other substances or there is other clear evidence of a breach of this policy then disciplinary action may still be taken even if no test is carried out.

2.12 Flexi-time policy

The following rules apply to the Flexible Working System operating by the Council:

Standard Day

For the purpose of the Flexible Working System the Standard Day for full-time employees is 7½ hours, Monday to Thursday and 7 hours on Friday (e.g. a 37-hour week).

Band Width

Earliest Starting Time: 8.00 am

Latest Finishing Time: 6.00 pm (but see below for Evening/Weekend Meetings and Events).

Core Time

The periods during which staff must attend except for authorised absences are:

9.30 am to 12.00 noon and 2.00 pm to 4.00 pm

Failure to book out at the end of the day will result in a finishing time of 4.00 pm being registered.

Lunch

To be taken between 12.00 noon and 2.00 pm, by prior arrangement with colleagues.

Minimum Lunch Break: Half hour

Maximum Lunch Break: 2 hours

Failure to book out and in at lunchtime will result in a lunch break of half an hour being deducted.

Settlement Period

The Settlement Period is of 8 weeks' duration. Staff must work their contracted hours in each period, subject to the following Carry-Over provision.

Carry-Over

Time in credit or debit at the end of each day may be carried forward to the next day. At the end of each 8-week Settlement Period, credits up to a maximum of 15 hours and debits up to a maximum of 4 hours will be carried over to the next period.

At the end of each Settlement Period, any credit over 15 hours will be lost. At the end of each Settlement Period, any debit over 4 hours will result in deduction of pay.

Flexi-Leave

Subject to prior agreement with the Town Clerk, staff may be able to take a maximum of 4 full days or 8 half days Flexi-Leave within each Settlement Period. (Full Day = 7½ hours, Half Day = 3¾ hours)

Annual Leave, Sickness and Overtime

Arrangements for Annual Leave, Sickness and Overtime are in accordance with departmental practices. Annual Leave may be taken in only full days (7½ hours) and half days (3¾ hours).

Business Absence

A Business absence facility is available at the discretion of the Town Clerk to those staff who are frequently required to work away from their usual base.

The standard day for Business Absence purposes is from 8.45 am to 5.15 pm with a lunch break of 1 hour.

Smoking Breaks

BTC offers a smoke free working environment. If you wish to take a break in order to smoke this should be agreed with your line manager/supervisor. If you participate in the flexi time scheme you should clock out when taking a smoking break. If you do not participate in the flexi time scheme you should make up the time.

Office Opening Hours

The Office opening hours of Banbury Town Council are: 8.45 am to 5.15 pm on Monday to Thursday, and from 8.45 am to 4.45 pm on Friday.

Evening/Weekend Meetings & Events

Staff required to attend Evening or Weekend Meetings or Events will add these hours into the time recording system on the day after attending a meeting or the Monday after an event.

Time Recording

The time recording system is used in Town Hall. Employees must clock in and out in Reception to record their working hours. Those Employees with access to a PC area able to monitor their time worked, request additional hours worked, sick leave/flexi leave and annual leave through the online time recording system.

Falsification of time recording will be considered gross misconduct and subject to summary dismissal.

The time recording system is also used for recording time for hourly paid staff based at the Town Hall. A weekly summary will be printed off and checked by each employee, before it is passed to the Accountant for processing.

Employees not based at the Town Hall will be asked to complete a weekly time sheet showing the hours worked, holiday, sickness, unrecorded attendance etc. The weekly time sheet must be signed and returned to your line manager.

NOTE:

A primary principle of the flexible working arrangement is that 'work comes first', and that the service to the public must not suffer as a result of the scheme. Consequently, it may be necessary to restrict the operation of the scheme in certain circumstances.

2.13 Training and development

The Council is committed to the principle of encouraging members of staff to enhance their career and qualifications by further training. All sponsored training must relate directly to the needs of the Council, be relevant to an individual's duties and is subject to availability of financial resources.

Training Objectives

- To provide suitably trained, qualified and motivated employees for the Council at the right time and level.
- To provide facilities for training and retraining to meet the changing needs of the Council.
- To provide employees with a greater understanding of the purpose and working of the Council and their part in it and to foster the development of job satisfaction and positive attitude towards personal development.\

Identification of Training Needs

Employees should have regard to the following when considering training needs:

- Workload implication of training.
- The capabilities of the applicant to benefit from the training.
- If the application is for continued academic sponsorship consideration should be given to the employees past attainments.
- The most economic and effective means of training.
- The provision and availability of training budget.
- Priority of each individual employee's need with regard to budget.

Training Schemes

Training courses are to be financed from the Council staff training budget.

It is expected that employees undertaking qualification training will attend the nearest college or other venue offering the required course at the appropriate level.

Financial Assistance Scheme

- Where training is approved the Council will pay and/or assist with expenses incurred which may cover such items as tuition and examination fees. The Council will sponsor employees for one examination re-sit only, i.e. two attempts at any one examination.
- Travelling costs to be paid at the discretion of the Council.
- In the case of officers attending courses during their normal working hours, the employee will, at the discretion of the Council, be required to make up working time lost.
- Where facilities are granted under the scheme to enable an officer to acquire a recognised qualification, it is a condition precedent to the granting of such facilities that the officer shall be required to undertake to remain in the service of the Town Council for a period of two years from the date on which the qualification is obtained. If an officer leaves within this two-year period all costs are reclaimed in line with the training fee agreement except in the most exceptional circumstances.

- Where an officer without good reason fails to sit for an examination within a reasonable period or fails to show satisfactory progress in their studies or discontinues the course, the Council will forthwith withdraw the facility granted under the Scheme and will require the refunding of the financial assistance granted in accordance with the undertaking signed by the employee.
- The continuance of facilities under the Scheme, whether for a second or succeeding stage of study or for a second attempt at an examination, shall be granted only if the Council is satisfied either that the officer has passed the appropriate examination, has otherwise made satisfactory progress in their studies, or merits assistance to enable him/her to sit the examination again.
- Officers attending assisted courses are required to inform the Town Clerk immediately of any absences giving reasons. Failure to do so may result in action being taken under the Disciplinary Procedure.
- Staff are required to complete and sign a declaration of undertaking before embarking on a post-entry qualification training course agreeing to the above conditions. This undertaking is authorised by the Town Clerk and Leader of the Council.

The individual employee is responsible for their registration for the appropriate course and examination, but not before approval has been obtained. The Council will not meet a financial commitment where prior approval has not been granted.

2.14 Expenses

You will be reimbursed for authorised and legitimate expenditure reasonably incurred in the course of the proper performance of your duties, i.e. travel, accommodation, agreed out-of-pocket expenditure.

In order to claim expenses, you must complete an expense claim form and support the claim by submitting valid receipts.

2.15 Council Property

You are not permitted to use Council property for any purpose other than its intended use. Council property must not be removed from the premises unless with prior approval.

Damage to Council Property

Any damage to or loss of Council property must be immediately reported to your manager.

If, following an investigation, it is found that as a result of your carelessness, negligence or failure to comply with Council

procedures, or by wilful act, the Council suffers loss or damage of cash, stock, fixtures and fittings or property (including vehicles), this will be construed as serious breach of the rules, which could result in your summary dismissal on grounds of gross misconduct.

You may also be liable to pay the full, or part, cost of making good the Council's loss in respect of cash, stock, fixtures and fittings, or property (including vehicles).

In the event that the Council makes a claim to its insurers, for repair or replacement, or other losses incurred, it reserves the right to require you to pay any insurance excess that may accrue.

It is an express term of your contract of employment that if Council property is damaged, lost or stolen through your negligence or fault, then the Council may deduct the cost of repair or replacement from your salary.

Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

Return of Council Property

Upon termination of employment for whatever reason, you must return to the Council all property belonging to the Council including Council vehicles, uniform, computer, equipment, keys, records and documents within your possession or control belonging or relating to the affairs and business of the Council and its customers.

The Council may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you.

Employees' Property

The Council does not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises, and in particular, not to leave any items overnight.

Any loss or theft of items must be reported to your manager.

Lost Property

If you find any items of lost property they should be handed to your immediate Manager, who will retain the items for three weeks. The property will either be handed over to the police or disposed of accordingly.

2.16 General

Statements to the Media

Any statements to reporters from newspapers, radio, television etc. in relation to our business will be given only by the Town Clerk or as authorised by the Town Clerk.

Parking

Where parking is provided by the Council, all cars parked in such parking areas are parked at the owner's risk and must be parked so as not to obstruct access. It is your responsibility to ensure that your vehicle is parked in a safe area.

CCTV/Security Cameras

The Council reserves the right to use closed circuit television (CCTV) systems throughout its premises as deemed necessary and employees should expect all areas (other than those where use would contravene common decency) to be visible on a television monitoring system. Information obtained from systems will only be used in appropriate circumstances and with strict adherence to Data Protection Laws. This may include using recorded images as evidence in disciplinary proceedings.

SECTION 3 – CODE OF CONDUCT

The behaviour of employees is central to the Council's fulfilment of its mission. This section sets out what is expected of all employees in terms of their personal conduct when at work and their behaviour towards colleagues.

3.1 Misconduct

Behaviour which is dishonest, disruptive, disrespectful to colleagues, councillors or members of the public or which falls short of the requirements set out in this handbook will be treated as misconduct under the disciplinary procedure. While employees will not usually be dismissed for a first offence unless in their first six months of employment, a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

3.2 Gross misconduct

Gross misconduct is behaviour which is fundamentally at odds with an employee's duty to the Council and their colleagues. In accordance with the disciplinary procedure, gross misconduct will usually result in dismissal without notice or payment in lieu even in cases of a first offence.

It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will normally fall into this category – some of which are then explained in more detail below:

- Theft;
- Fraud, forgery, or other dishonesty including fabrication of expense claims and time sheets;
- Unlawful discrimination, harassment, including sexual harassment, or victimisation;
- Refusal to carry out reasonable instructions;
- Violent or intimidating behaviour;
- Wilful damage to property;
- Causing loss, damage or injury through serious negligence;
- Serious misuse of our property or name;
- Serious insubordination;
- Reckless behaviour posing a risk to health and safety;
- Any act or omission constituting serious or gross negligence/or dereliction of duty;
- Sleeping on duty;
- Bringing the organisation into serious disrepute;

- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded;
- Making untrue allegations in bad faith against a colleague;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Any illegal act during working time or on Council premises;
- Any act described as gross misconduct elsewhere in this handbook.

Dishonesty

It is important to stress that any form of dishonesty, however minor, will be regarded as gross misconduct. This includes theft of property, whether belonging to the Council, colleagues or any third party. However it also includes an employee seeking to gain any advantage through deception - such as making a false claim for expenses or overtime, falsely claiming to be sick or falsely claiming to have completed a particular task.

It does not matter if any amount of money at issue is small. The Council regards any dishonesty by employees as gross misconduct which will usually result in dismissal.

Refusal to carry out instructions

The Council expects employees to work in a spirit of cooperation with their colleagues and manager for the good of the organisation as a whole. Employees are required to carry out their manager's instructions and a deliberate and wilful refusal to do so will be gross misconduct.

If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure set out in Section 6. However doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

Breach of a requirement set out in this handbook

This handbook sets out a number of requirements aimed at ensuring the smooth running of the Council and the fair treatment of all employees. A number of these are so important that any breach of them will amount to gross misconduct and these are clearly identified throughout the handbook. Your attention is drawn in particular to the following:

- The rules on gifts and hospitality (Section 1.4)

- The policies on smoking (Section 2.7) and alcohol and drugs (Section 2.10)
- The rules on the use of computers, the internet, email and social media (Section 2.8)
- The policies on driving and the use of Council vehicles (Section 2.10)

3.3 Allegations of misconduct and gross misconduct

The Council is committed to treating all employees fairly and allegations of misconduct and gross misconduct will be dealt with in accordance with the disciplinary procedure set out in Section 6.4.

3.4 Conduct outside working hours

Normally the Council has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Council. Staff who have been issued with logo/liveried clothing should not wear this outside of working hours.

Adverse publicity, bringing the Council into disrepute, or actions that result in loss of faith in the Council, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the Council will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Council's reputation or image, a decision may be taken to terminate the employment.

The Council's procedures covering disciplinary hearings and appeals still apply.

SECTION 4 – Absence

This section sets out the approach the Council takes when you are unable to attend work, are taking annual leave or need time off.

4.1 Unauthorised absence

The obligation on an employee to attend work at the times agreed is a fundamental part of the contract of employment. Employees who deliberately fail to attend work without proper excuse or in breach of management instructions will be committing gross misconduct which could result in dismissal without notice or payment in lieu.

4.2 Medical appointments

In general, appointments to see a GP, dentist or optician should be made for outside working hours. Paid leave will not normally be granted for non-emergency visits.

The Council appreciates that it is not always possible to avoid appointments during the working day and will judge each case individually in deciding whether any paid time off should be granted. In most cases, employees will be required either to use part of their annual holiday entitlement or to use their flexi-time.

Employees who have a medical condition which will require regular appointments during the working day should discuss their situation with their manager so that appropriate arrangements can be made.

You may be required to provide evidence of any appointment for which time off is needed.

Necessary paid time off will be granted for cancer screening.

4.3 Ante-natal care/Adoption appointments

Pregnancy related appointments

Employees who are pregnant are entitled to paid-time off to attend ante-natal appointments provided that attendance is based on medical advice. For second and subsequent appointments you may be required to produce an appointment card or similar evidence of the date and time of the appointment.

While there is no limit on the number of appointments that an employee can attend, the Council does have the right to refuse time off where it is reasonable to do so. Employees are therefore expected to take reasonable steps to arrange antenatal appointments at a time that will require the minimum amount of time off. Part-time workers should

attempt to arrange appointments for days when they are not required to work and all employees should try to avoid appointments in the middle of the working day in order to minimise disruption.

If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right you should notify your manager of the date and time of the appointment. You may be asked to provide written evidence that an appropriate appointment has in fact been made.

Adoption Appointments

Employees who are adopting on their own or have elected to be the primary adopter may take paid time off to attend up to five adoption appointments in certain circumstances.

If you are the partner of the primary adopter, you may take unpaid time off on up to two occasions to attend an adoption appointment.

4.4 Sickness absence

Regular and reliable attendance at work is an important commitment that the Council asks all employees to make. Unjustified or excessive absence can put unfair pressure on colleagues and seriously damage the Council's operations, to everybody's detriment.

Nevertheless, the Council will always try to be supportive when an employee is genuinely too ill to attend work. This policy sets out the Council's approach and the steps that you need to take if you are off sick.

Reporting sickness absence

If you are too ill to come into work you should personally inform your manager of this fact as soon as possible at the start of your working day. When you phone in sick you must make every effort to speak to your manager directly. Do not simply leave a message with a colleague or send an email or text. If you need to leave a message for your manager then they may contact you during the day to discuss your absence with you.

It is important that you keep in touch with your manager about the likely length of your absence so that appropriate arrangements can be made for cover and you should phone in sick on every day of your absence unless either you have previously informed your manager that you will be off sick for a particular period of time or your absence is certified by a Fit Note (Form Med 3).

Falsely claiming to be sick is an act of gross misconduct that will normally result in dismissal. It is also misconduct to put yourself in a position where it is likely that you will be unfit to attend work. Hangovers are not regarded as legitimate reasons to take sickness absence and you may

be required to take a day's unpaid leave to cover any such absence. Repeated absence by reason of hangovers will be regarded as a disciplinary offence which may result in dismissal without notice or payment in lieu. You should also be aware of the rules governing the consumption of alcohol set out in the Alcohol and Drugs Policy.

The Council requires any absence of up to and including seven or more calendar days to be certified by a self-certification and return to work form. Any absence of more than seven calendar days must be certified by a Fit Note (Forms Med 3 or Med 10). Uncertified absence may be treated as misconduct and will not be paid.

Where any period of sickness absence occurs immediately before or immediately after a period of annual leave then the Council may require such absence to be certified by a Fit note at your own expense.

Where you are absent for an extended period of time (three weeks or more) the Council may refer you to an occupational health professional or seek a medical report from your GP. The purpose of this will be to ascertain when you are likely to be able to return to work and to identify any measures that can be taken to help you return as soon as possible.

Employees who are off sick should not undertake any activities likely to be detrimental to their recovery and should cooperate with the appropriate medical professionals in taking steps to ensure that their recovery is as swift as possible.

The Council will maintain regular contact with employees who are off sick for an extended period.

Annual leave and sickness absence

Employees may request annual leave during any period of sickness absence in the normal way. If you intend to spend any time away from home during your sickness absence you should inform your manager of this fact in advance and provide contact details. The Council does not expect employees to take holidays while off sick. In exceptional cases only, where this may assist in an employee's recovery, the Council may agree to holidays being taken during sick leave. It is essential however that any such holidays are agreed in advance with the Council following the normal holiday request procedure.

Phased return to work

As an employee recovers from illness or injury it may be possible for them to undertake a limited range of duties as a preparation for returning to normal work. The Council will try whenever appropriate in light of medical advice to allow for a phased return to work from any long-term illness. This may involve reducing the employee's hours, or the scope of their duties or both. The purpose of a phased return, however, is to provide a bridge between sickness absence and normal working and so

any such arrangements will be time-limited and will not normally extend over more than three months.

Alternative work

The Council may consider agreeing changes to an employee's duties or other working arrangements when it becomes clear that due to sickness or injury they will not be able to return to normal working. Any such changes will be subject to the needs of the organisation and there is no guarantee that permanent arrangements of this sort will be possible.

Where duties or working hours are varied in this way then the job being done by the employee will need to be reassessed to determine the appropriate level of remuneration. This will then need to be agreed with the employee. If an agreement is not reached then the Council may proceed to dismiss the employee in accordance with the procedure for long-term sickness absence.

Disability and reasonable adjustments

The Council is committed to making reasonable adjustments to an employee's duties or working arrangements where they would otherwise suffer a disadvantage arising from any disability.

In order to make appropriate adjustments the Council needs to know about any disability the employee may have. Employees who feel that they may require an adjustment should discuss their situation with their manager. Any such discussions will be in the strictest confidence although when an adjustment is made it may be necessary to inform other employees of the reason for this. The extent to which details of any disability will be discussed with other employees will be agreed as part of the process of making the adjustment itself.

The purpose of any adjustment will be to ensure that the employee can work effectively in an appropriate role and on appropriate terms and conditions. The Council is not obliged to maintain an employee's level of pay if hours are reduced or the employee is moved to a less senior role as a result of any adjustment. Nor will the Council agree to an adjustment which will not result in a practicable working arrangement.

Council sick pay

In addition to Statutory Sick Pay (SSP) the Council also offers its own sick pay scheme. An employee's entitlement under this scheme is as follows:

During 1 st year of service	1 month's full pay and (after completing 4 months' service) 2 months' half-pay
During 2 nd year of service pay	2 months' full pay and 2 months' half pay
During 3 rd year of service pay	4 months' full pay and 4 months' half pay
During 4 th & 5 th years of service	5 months' full pay and 5 months' half pay
After 5 years' service	6 months' full pay and 6 months' half pay

NB: 'Full Pay' period = Sick Pay shall include SSP and any Incapacity Benefit

'Half Pay' period = Half pay plus SSP and Incapacity Benefit, so long as this total does not exceed an employee's normal pay.

The Council may extend the period of sick pay in exceptional cases.

If you abuse the sick pay scheme, sick pay may be suspended. The Town Clerk will advise you of the grounds for suspension and you will have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified then you will forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

Any such sick pay will be deemed inclusive of Statutory Sick Pay.

The payment of Council sick pay is dependent on you keeping the Council informed in relation to your absence and complying with the requirements of this policy. You will not be entitled to Council sick pay if you refuse to co-operate with referrals to occupational health or other measures aimed at helping you to return to work. The fact that an employee has not exhausted Council sick pay will not prevent the Council from proceeding to dismissal under the procedure for dealing with long-term absence described in Section 6.2.

If your sickness absence is the result of reckless behaviour on your own part – such as participation in a high-risk sport or arising from disorderly

conduct - then any payment of Council sick pay will be entirely at the Council's discretion.

Where your sickness or injury is caused by any unlawful act (such as negligence) on the part of a third party, then any Council sick pay paid to you will be by way of a loan refundable to the Council and must be recovered from that third party in any claim made by you against them.

Any such loan will only be repayable in the event of damages being successfully recovered and will be limited to the amount of damages recovered.

4.5 Time off

There are a number of circumstances in which employees have a right to time off from work either with or without pay. These include jury service and certain public duties such as serving as a local councillor, magistrate or school governor. Where a need for such time off arises you should discuss the matter with your manager] who will consider what arrangements should be put in place.

While the Council will do its best to accommodate time off in these circumstances, the requirements of an employee's role may mean that the amount of time off granted may be limited. Where serving on a jury would lead to a level of absence that would be detrimental to the organisation, the Council may require you to seek a deferment.

4.6 Bereavement leave

If you suffer bereavement of a close relative (defined as mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, child, stepchild, partner, grandparent or someone living with you as part of the family), you should talk to your manager who will discuss what arrangements can be made to grant you bereavement leave. These arrangements will always be at the discretion of the Council and will depend on the circumstances of the case and the impact that any absence on your part may have on the organisation. However, the Council will be sympathetic to your need for time off (which will consist of 3 days paid leave to start with), with any further time off – paid or unpaid - to be agreed entirely at our discretion.

Once you have discussed the matter with your manager, the arrangements will be confirmed to you in writing. If paid time off has been granted, then the amount of time that will be paid will be clearly set out. While on bereavement leave you should wherever possible inform your manager of any developments that will affect your needs.

An employee will not be eligible to receive paid bereavement or compassionate time-off benefits while off, or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

4.7 Parental Bereavement Leave

Employees are entitled to statutory parental bereavement leave (SPBL) if a child for whom they have or were due to have parental responsibility has died or been stillborn after 24 weeks of pregnancy.

Leave can be taken as one week, two consecutive weeks, or two separate weeks, at any time within the first 56 weeks after the child's death.

Notification

During the first eight weeks after a child has died, you, or someone on your behalf as necessary, need only give notice to the Council to take SPBL before you are due to start work on the first day of leave. If you have already started work, then officially your SPBL period will start on the following day. If you want to cancel it at any time during the first seven weeks you can do so as long as it has not started.

After eight weeks, you need to give at least a week's notice to the Council to take SPBL. You can cancel it with a week's notice, or re-book it by giving a week's notice.

When giving notice to take SPBL, you must tell the Council: the date of the child's death; when you want your leave to begin; and whether you want to take 1 or 2 weeks leave). You can give notice by telephone or by email or by letter.

Parental Bereavement Pay

To qualify for statutory parental bereavement pay (SPBP) during such leave you must have at least six months' continuous employment and normal weekly earnings of at least the lower earnings limit. It is paid at the same rate as other statutory family leave pay, which is subject to change every year. You can check the most up-to-date figure with the Town Clerk.

To claim SPBP, you must confirm the following information in writing within 28 days of starting any period of SPBL: your name; your entitlement to SPBP; the dates of SPBL you want to claim the pay for; the date of the child's death; and your relationship to the child. You can provide this information at the same time as giving notice to take SPBL, as set out above, so long as it is in writing.

Other leave entitlements

In addition to parental bereavement leave, if you qualified for:

- maternity or paternity leave and pay and your child has died or been stillborn, you are still entitled to such leave and pay.

- adoption leave and pay, then the adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner).

If your planned period of SPBL coincides with another statutory family leave right, your SPBL will end at the start of that other leave. If you wish to take SPBL at the end of the other statutory family leave period, then a fresh notice to take the leave will be required, as per the above notice requirements.

Compassionate or Dependants leave may be available under our Compassionate or Dependants Leave Policy at our discretion. Please speak to your manager if you require time off in addition to parental bereavement leave.

4.8 Annual leave

Your individual holiday entitlement, including the calculation of any holiday pay, is set out in your contract of employment. This section of the handbook outlines the general approach taken by the Council to requests for annual leave.

All annual leave must be agreed in advance with your manager. You should not make firm travel plans or commitments until a request for leave has been granted and the Council will not take such plans into account when dealing with conflicting holiday requests.

All requests for Annual leave (not Flexi Leave) should be made at least 7 days in advance. The means of requesting leave may change from time to time and you should comply with whatever procedure is in place at the time of the request. Flexi leave can be requested through the time recording system at short notice but must be approved in advance of being taken.

The Council may refuse any request for leave if it would result in the workplace being understaffed or otherwise prejudice the organisation. Leave is likely to be refused if it is requested for a particularly busy period or a time when other employees have already had leave approved.

Certain times of year are particularly popular times for requesting holiday. Generally, subject to the needs of the organisation, leave will be granted on a first come first served basis, but exceptions may be made in the interests of ensuring that holiday is spread through the year on a fair and equitable basis.

All employees should to take their full holiday entitlement during the holiday year which runs from 01 April to 31 March. However it is your responsibility to schedule your holiday so that it can be taken at an appropriate time.

You cannot normally carry forward more than days 5 days (or a pro rata equivalent for part time staff) of untaken holiday from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental, parental bereavement, carer's, neonatal care, bereaved partner's paternity leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

If you do not take your annual leave within the leave year in which it accrued, you will lose the right to take it, unless one of the carry forward provisions referred to above applies.

Employees who leave their employment during the course of a holiday year will be entitled to a pro-rata payment reflecting leave accrued but not taken. Where an employee has, at the time their employment ends, taken a larger proportion of their leave entitlement than the proportion of the holiday year that has expired, then a deduction will be made from the final payment of salary to reflect the holiday which has been taken but not accrued.

The Council may insist on annual leave being taken at particular times depending on the needs of the organisation and the Council will give reasonable notice of any such requirement (the length of the notice given will be at least twice the duration of the leave the Council requires the employee to take). The Council may require annual leave to be taken during the notice period of any employee who has resigned or been dismissed.

4.9 Reserve forces

The Council supports employees who are also member of the reserve forces. Such employees have specific entitlements relating to time off including arrangements for them returning to work after a period of deployment. Employees who are members of the reserve forces or who are considering joining should discuss the implications with your manager.

4.10 Carer's Leave

All employees are entitled to one week's unpaid leave in any 12-month period to provide or arrange care for a dependant with a long-term care need. A "week" for these purposes will be equal in duration to the period you are normally expected to work in a week at the time of making the request. How that is calculated will depend on whether you have non-variable or variable hours of work.

A dependant is:

- your spouse, civil partner, child or parent;
- someone who lives in the same household as you, otherwise than by reason of being your boarder, employee, lodger or tenant, or;
- anybody else who reasonably relies on you to provide or arrange their care.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
- they have a disability for the purposes of the Equality Act 2010, or
- they require care for a reason connected with their old age.

The minimum period of carer's leave that can be taken at one time is half a working day, with the maximum period being one continuous week. Leave need not be taken on continuous days.

You must give notice of your request to take a period of carer's leave. This can relate to all or part of the leave to which you are entitled. The notice must:

- Specify that you are entitled to take carer's leave;
- Specify the days on which you would like to take carer's leave and if you will take a full or a half day; and
- Be given with the following minimum notice periods depending on how many days of leave you want to take:
 - Half a day to 1 day - 3 days' notice;
 - 1.5 to 2 days - 4 days' notice;
 - 2.5 to 3 days - 6 days' notice;
 - 3.5 to 4 days - 8 days' notice;
 - 4.5 to 5 days - 10 days' notice; or
 - 6 days (if you work 6 days a week) - 12 days' notice.

The notice does not need to be in writing, but it would be helpful if it was in order to maintain an accurate record of what is being requested.

The Council may, in our absolute discretion, waive the notice length requirement above, and as long as the other requirements are met, the request will be treated as one for carer's leave.

If the Council reasonably considers that the operation of the business would be unduly disrupted if your request was granted, we may postpone the start of the carer's leave after consulting with you to agree an alternative date(s) which is/are no later than one month after the earliest day or half day of the request. In these circumstances, the Council will give written notice to you of the postponement, setting out the reason for the postponement and the agreed dates you can take the

leave. This notice will be given no later than the earlier of: (a) seven days after your notice was given to the Council, or (b) before the earliest day or half day requested in your notice.

Section 5 – Flexible Working and Family-Related leave

The Council understands the particular issues faced by employees trying to balance their work and family life. This section sets out the Council's policies in this area and the specific rights given to new parents.

From 6 April 2024, employees who have notified the Council of their pregnancy, or are on, or have recently returned from, maternity/adoption/shared parental leave or bereaved partner's parental leave have a priority right to be offered any suitable alternative vacancy in a redundancy situation. The priority right lasts for 18 months after the birth of the child/date of adoption placement. Before 6 April 2024, the priority right only applies to employees on maternity/adoption/shared parental leave.

5.1 Flexible working

The Council will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

Requests for a change in working arrangements can be made by any employee. Two requests per employee may be made in any 12-month period (which includes requests that have been withdrawn). However, you may have only one live request for flexible working with the Council at any one time. The request must:

- be made in writing and state this is a flexible working request;
- be dated;
- set out the change requested, including when you would like the change to come into effect; and
- set out if and when you have made a previous request for flexible working to the Council.

When a request is received, you will be invited to a meeting to discuss the potential change.

The meeting will normally be conducted by the Town Clerk.

You are entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet customer demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work;
- a planned structural change; and
- any other ground allowed by regulations.

Before refusing a request, the Council will consult with you to discuss the application further, which may include exploring any alternatives that may be available. If no agreement is reached and the request is rejected, this will be confirmed in writing and your terms and conditions will remain unchanged, subject to your right to appeal the decision. The process (including any appeal) will be concluded within 2 months of the request being made, unless a longer period is agreed.

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Council may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

As there will inevitably be a limit to the amount of flexibility the Council can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Council to grant it to another.

5.2 Maternity leave

All employees who give birth are entitled to take maternity leave which lasts for a maximum of 52 weeks. Employees with at least 26 weeks continuous service will also be entitled to be paid Statutory Maternity pay (SMP) for up to 39 weeks of their absence. Because this is a statutory payment there are a number of procedural requirements that must be met in order to make sure that an employee qualifies. The most important requirements are set out below, but if you have any doubts about the rules that apply you should speak to your manager who will make sure that you have all the appropriate information.

Notification

To qualify for maternity leave you must notify the Council that you are pregnant, giving the date of the week your baby is due (your expected week of childbirth or EWC) and indicating when you intend your maternity leave to start (this date can be changed later – see below).

You should give the Council this information no later than the end of the 15th week before your EWC (when you are approximately 6 months pregnant). If this is not possible then you should give the information as soon as is practicable.

You must also give the Council the Maternity Certificate (MATB1) that will be issued to you by your doctor or midwife some time after the 20th week before your EWC.

In some circumstances the Council may be able to accept other medical evidence of when your baby is due, so if there is any difficulty in providing the MATB1 certificate you should discuss this with your manager.

If you intend to take advantage of the right to shared parental leave, you should inform the Council of this fact at the same time as you notify the intended start date of your leave.

Start of maternity leave

Generally, it is up to you to decide when to start your maternity leave. However, your leave cannot begin any earlier than the beginning of the 11th week before your EWC.

Where it is safe to do so, you may choose to continue working right up to your child's birth. However, your maternity leave will begin automatically if you are off sick for a pregnancy-related reason at any stage in the four weeks immediately before your EWC.

If your baby is born before the date that you have notified as the start date for your maternity leave, then your maternity leave will begin on the day following the birth.

You may change the date on which you intend to start your maternity leave, but you must notify the Council of your new start date at least 28 days before the original date given (or the new date if that is sooner). If there is a reason why you cannot give this notice then you should explain the situation to your manager and the Council will attempt to accommodate your changed circumstances. However, the Council may need to insist on delaying the start of your leave until at least 28 days have passed since your notification of a changed date.

When your baby is born you should inform the Council of this fact as soon as is reasonably practicable.

Duration of maternity leave

The standard length of maternity leave is 52 weeks. Once you indicate the intended start date of your leave, the Council will send you a written notification of your expected date of return.

Unless you give due notice to the Council of an earlier date of return, it will be assumed that you intend to take your full 52-week entitlement and you will not be expected back at work before your leave ends. You do not then have to give any notice of your return although it would be sensible to contact your manager some time in advance to discuss any arrangements that may need to be made.

At the end of your maternity leave you are generally entitled to return to the same job as you had before your leave began. If you are away for more than 26 weeks, however, there may be circumstances in which that is not reasonably practicable. In that case, the Council will provide you with a suitable and appropriate role at the same level of seniority and on no-less favourable terms and conditions.

Dismissal or resignation

While on maternity leave you remain employed by the Council and bound by your contract of employment. If you decide that you want to leave your employment you will need to submit your resignation in the normal way.

The Council will not dismiss you for any reason related to your pregnancy or your exercise of any right which arises from it. However, if separate circumstances require your dismissal (for instance, because of redundancy) then that will bring your maternity leave to an end.

If your position becomes redundant during your maternity leave then you will be offered any suitable alternative work that is available.

Maternity pay

Statutory Maternity Pay (SMP) is paid to employees who have at least 26 weeks' service immediately before the 15th week before the expected week of childbirth and whose pay is above the Lower Earnings Limit for paying National Insurance Contributions (this changes each year). Employees who earn below that amount may be entitled to a state benefit called Maternity Allowance (MA).

The Council will provide you with an appropriate form to help you claim this, where appropriate. However, if you have more than one year's continuous local government service immediately before the 11th week before your expected week of childbirth, additional rights apply, see below.

To pay SMP, the Council needs to be given at least 28 days' notice that you intend to claim it. This will normally be given when you inform the Council of your intended start date for maternity leave. If it is not possible

to give 28 days' notice, you should give as much notice as is reasonably practicable.

SMP is paid for a maximum total of 39 weeks. The first 6 weeks are paid at 90 per cent of your normal weekly earnings¹ and the remaining 33 weeks are paid at a flat rate specified in legislation. This changes from year to year.

Where you have more than one year's continuous local government service as referred to above, you will be eligible to be paid by the Council 90 per cent of your normal weekly pay¹ for the first six weeks (offset against any MA payable) even if you are not eligible to be paid SMP.

Where you have more than one year's continuous local government service as referred to above, and you declare in writing to the Council an intention to return to work after your maternity leave for at least three months, then, after the first six weeks of maternity leave, you will be paid for the next 12 weeks half a week's pay per week in addition to SMP or MA, subject to a maximum payment per week of your normal weekly earnings.

In the event that you do not return to work for three months following your leave period, you will be required to repay the Council any payments made to you in the 12-week period in excess of SMP or MA, or such part thereof as the Council may decide.

Your entitlement to SMP will be affected if you undertake any paid work (other than Keeping in Touch days, described below) or are taken into legal custody at any time during your period of SMP entitlement. You should inform the Council immediately of any such change in your circumstances.

Returning to work early

Not every employee will want to take the full 52 weeks of maternity leave. Some may simply want to return to work early and others may wish (with their partner) to take advantage of the right to shared parental leave (see below).

In order to make arrangements to accommodate an early return the Council is entitled to ask for 8 weeks' notice of the new date, and if that is not given may delay your return until 8 weeks have passed since your notification.

In any event the law requires that you must not be permitted to return to work during the two weeks immediately following the birth.

¹ This is based on an average of your total earnings in the eight weeks immediately preceding the 14th week before your expected week of childbirth

Returning to work late

Following your maternity leave, you are required to return to work on the date notified to you as your expected date of return. If you are unwell on that date then you should follow the sickness absence procedure set out in Section 4.4 of this handbook.

If you are entitled to begin some other period of leave (such as annual leave or parental leave) then you should ensure that you have followed the appropriate procedure for taking such leave as set out in this handbook.

Maternity suspension (health and safety reasons)

Depending on the nature of your job, there may be circumstances in which it is unsafe for you to continue working while you are pregnant. In some circumstances the law requires a pregnant employee to be suspended on full pay or transferred to alternative duties. Jobs which may come under this category are identified in the risk assessments that the Council has carried out under its health and safety policy. If you are affected by any health and safety issues connected with your pregnancy then the Council will discuss any detailed arrangements that need to be made until it is safe for you to return to your original duties.

5.3 Adoption leave

Employees who are matched with a child for adoption may be entitled to take up to 52 weeks' adoption leave.

Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.

Where two parents are adopting a child, only one of them may take adoption leave, and the other (whether a man or woman) is entitled to take paternity leave. If both adoptive parents qualify, they may each take shared parental leave.

The arrangements for taking adoption leave are similar to the arrangements for taking maternity leave, but there are several important differences. The key ones are set out below, but if you believe you are entitled to adoption leave you should discuss the situation with your manager who will ensure that you have all the necessary information.

Notification: If you intend to take adoption leave you should notify the Council of this within seven days of being notified that you have been matched with a child for adoption (or as soon as is reasonably practicable).

Your notification should set out the date when the child is expected to be placed with you and the date when you want to start your adoption leave. You can change your mind about the start date provided the

Council is given at least 28 days – or as much notice as is reasonably practicable.

The Council is entitled to require proof of the adoption which usually takes the form of a matching certificate provided by the agency placing the child.

Adoption leave will last for 52 weeks unless you choose to return early or take advantage of shared parental leave. You may choose to start the leave from the date when the child is placed with you or at any time in the preceding two weeks.

If, for any reason, the placement is brought to an end – for example because the match turns out to be unsuitable – then adoption leave will continue for 8 weeks beyond the end of the placement. After that period you will be expected to return to work as normal.

The arrangements for statutory adoption pay the same as those for SMP. If you have more than one year's continuous local government service by the week in which you are notified that you have been matched with a child, additional rights apply in line with the maternity pay provisions above.

Your return to work at the end of your adoption leave is on the same basis as for the end of maternity leave (set out above).

5.4 Paternity leave

Employees are entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent.

For births or adoption placements before 6 April 2026, you will only qualify for paternity leave if you have 26 weeks' continuous service, either ending with the 15th week before the expected week of childbirth or ending the week in which the agency notified you have been matched with a child. This qualifying period does not apply to births where the baby is due on or after 5 April 2026 but is born prematurely, or in any case where the mother or primary adopter has died.

There are a number of administrative requirements that must be met in relation to taking paternity leave and employees should discuss their plans with their line manager at as early a stage as possible. The following paragraphs set out the basic requirements, but there are additional requirements that must be met when adopting a child from overseas and employees in this position should talk to their manager who will make sure that full information is provided.

Employees entitled to take paternity leave are entitled to two weeks of leave, which can be taken as two consecutive weeks, or two non-consecutive blocks of one week.

Paternity leave cannot start before a child is born and must be taken at some stage within the first eight weeks following birth (except when the child is born prematurely in which case the leave must be taken within the eight weeks following the expected week of childbirth).

Most new parents choose to begin paternity leave on the date their child is born, but you may if you wish begin the leave at any time you choose provided that the whole of the leave is taken by the end of that year.

In order to qualify for paternity leave with regards to birth, you must notify the Council at least 15 weeks before the expected week of your child's birth and give at least 28 days' notice before the date you would like to take each period of leave. As an exception to this, if your expected week of childbirth falls between 5 April and 25 July 2026 and you had less than 26 weeks' continuous employment at the end of the 15th week for the expected week of childbirth, 28 days' notice can be given before the date you would like to start paternity leave in order to qualify for paternity leave. For adoption cases, you must notify the Council within 7 days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change, you will need to give the Council 28 days' notice of any revision.

Statutory paternity pay (SPP) is payable during paternity leave, provided you have at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth or the week in which the adoption agency notified you of a match, and your average earnings are not less than the lower earnings limit set by the government each tax year. Paternity leave is payable at the statutory rate, which is subject to change every year, or 90% of your average weekly earnings (whichever is lower). You can check the most up-to-date figure with your manager.

Maternity Support Leave

Where an expectant mother nominates a Council employee to assist in the care of their child and to provide support to the mother at or around the time of birth, the Council may grant the employee paid Maternity Support Leave. The employee may take up to 5 days paid time off at or around the time of childbirth, as agreed with their manager. There is no requirement to have a specific period of service to be eligible for this leave.

5.5 Bereaved Partner's Paternity leave

This policy is intended to reflect the statutory provisions and provides guidelines only. If there is any conflict between this policy and the statutory provisions, the latter will prevail.

Employees are entitled to take statutory bereaved partner's paternity leave (BPPL) if a child's mother/primary adopter has died within 52 weeks of the child's birth/adoption placement and the employee is the child's father or partner of the mother/primary adopter and they have the main responsibility for the child's upbringing and be taking the leave to care for the child.

Leave can start at any time after your bereavement and be taken as a single period that can last up to 52 weeks after the date of birth/adoption placement. If the bereavement takes place at any point in the last two weeks of that 52-week period, you can take the leave for up to two weeks after the bereavement.

Notification

To start BPPL in the first eight weeks after the bereavement

You, or someone on your behalf as necessary, need only give notice to us to do so before you are due to start work on the first day of leave. Notice can be given verbally or in writing. You must tell us: the bereavement date; the child's date of birth/adoption placement; and the leave start date. If you have already started work, then officially your leave period will start on the following day.

In addition, and no more than eight weeks after the bereavement and at least one week before the return date, you must tell us in writing how long you intend to be absent and the date you intend to return to work. If you intend to return to work more than eight weeks after the bereavement, you must also include, in this written notification, the child's date of birth/adoption placement and a declaration that you meet the necessary relationship condition to the child or to the mother/primary adopter and that you are taking the leave to care for the child.

If you want to cancel starting such leave or change the start date to another date also falling within the first eight weeks after the bereavement, you can do so by giving notice no later than the day before it was due to start or the day before the new date (if earlier). If you want to change the start date to a date falling more than eight weeks after the bereavement, the notice must be in writing and given before it was due to start and at least a week before the new date.

To start BPPL more than eight weeks after the bereavement

To do so, you need to give us at least a week's written notice which contains all the information above, namely: the bereavement date; the child's date of birth/adoption placement; the leave start date; how long

you intend to be absent; the date you intend to return to work; and a declaration that you meet the necessary relationship condition to the child or to the mother/primary adopter (including having the main responsibility for the child's upbringing) and that you are taking the leave to care for the child.

You can cancel starting such leave, or change the start date, with at least a week's written notice before it was due to start or before the new date (if earlier).

Changing the return to work date

You can change your return to work date by giving us one week's, or eight weeks' where it was more than eight weeks after the bereavement, written notice before that date or before the new date (if earlier). Your return date cannot be later than 52 weeks after the date of birth/adoption placement.

Pay and other leave

BPPL is unpaid, save for, if you are entitled to statutory paternity pay and have not yet claimed it, you may do so during your BPPL. Please see our Paternity Leave policy.

If you are eligible for statutory shared parental leave and pay, this is likely to be more beneficial than BPPL. Please see our Shared Parental Leave policy.

Compassionate, Bereavement or Dependants leave may be available, at our discretion, under our separate policies.

5.6 Parental leave

Parental leave is a flexible form of unpaid leave designed to help employees spend time caring for their children. It is usually taken in instalments over the first 18 years of a child's life and is available to employees who have formal parental responsibility for a child (including adopted children).

The basic entitlement is to 18 weeks of unpaid leave in respect of each child. It must be taken before each child's 18th birthday.

Parental leave must usually be taken in blocks of one week or more and no more than four weeks' leave will be granted in a single year. However, more flexibility is available in respect of disabled children and you should discuss your requirements with your manager if this applies to you.

A request to take parental leave should be submitted 21 days in advance. While the Council will always try to accommodate requests for

parental leave, it has the right to postpone any leave for up to six months in order to accommodate the needs of the organisation.

No postponement will be required if you choose to take your first instalment of leave immediately after the birth or adoption of your child. In such circumstances you need only inform the Council of your intention 21 days before the expected date of birth or placement. The leave will then begin automatically when your child is born or placed with you.

Parental leave is an entitlement that can be transferred from one employment to another. You may therefore join the Council with some outstanding parental leave attaching to a particular child.

5.7 Shared parental leave

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Council 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Council. While every effort will be made to accommodate the needs of individual employees, the Council may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Council's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with your manager who will check that you qualify and help guide you through the procedure.

5.8 Keeping in touch days/Shared Parental Leave Days

Employees during a period of maternity and adoption and bereaved partner's paternity leave are entitled to 10 keeping in touch days (KIT days). These allow the employee to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing their right to subsequent pay entitlements. Employees on shared parental leave are also entitled to 20 shared parental leave in touch days (SPLIT days).

KIT days and SPLIT days are entirely voluntary and employees will not be required to take part, nor is the Council under any obligation to arrange for KIT or SPLIT days.

Payment, or equivalent paid time off in lieu for working on such days, will be as agreed between the Council and the employee at the time the KIT or SPLIT day is arranged, but will be deemed inclusive of any statutory pay entitlement and will not be less than the national minimum wage.

5.9 During maternity/Adoption/Bereaved Partner's Paternity or Shared Parental Leave

The Council is keen to keep in touch with employees who are on extended periods of leave, to inform them of any news and consult them over any changes which may take place in the organisation. However, we appreciate that many employees would prefer to be left alone at this very important time in their lives. In order to get the balance right, your manager may, before your leave begins, discuss with you how best we can keep in touch while you are away.

Please be aware, however, that if an important issue arises on which you need to be consulted, the Council may have a legal obligation to discuss the issue with you and keep you informed.

5.10 Time off to care for dependants

It is the Council's policy that all staff will be entitled to take a reasonable period of time off work to deal with emergencies and to make any necessary longer-term arrangements, in the emergency circumstances outlined below:

For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:

- is ill and needs your help
- is involved in an accident or assaulted
- needs you to arrange their longer-term care
- needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
- goes into labour

For this purpose a dependant is defined as: the partner, child or parent of the member of staff, or someone who lives with you as part of your family. For example, this could be an elderly aunt or grandparent who lives in the household. It does not include tenants or borders living in the family home, or someone who lives in the household as you, e.g. a live-in housekeeper.

In these situations you are entitled to take a reasonable amount of time-off – which is unpaid. In most cases the amount of leave will be one or two days at the most, but this will depend on individual circumstances. For example, if a child falls ill, the leave should be enough to you cope with the initial crisis: to deal with the immediate care of the child, visiting the doctor if necessary, and to make longer term care arrangements. It does not mean that you may take two weeks unpaid leave to look after a sick child.

Staff will be entitled to take a reasonable period of paid time off work to deal with emergencies and to make any necessary longer-term arrangements, in the event of serious illness or serious accident of a close relative that would constitute a medical emergency, or arranging/attending the funeral of a close relative and/or executor duties.

For this purpose a close relative is defined as: mother, father, stepmother, stepfather, mother-in-law, father-in-law, sister, brother, child, stepchild, partner, grandparent or someone living with the employee as part of the family.

Initially, you are entitled to up to 3 days paid leave in either of these circumstances, but exceptionally additional paid time off may be granted,

e.g. in the case of very serious medical problems, or in circumstances where the funeral of a relative is a long distance away or you are the sole executor of the estate.

Where extra time off is required, you may be required to take some of the additional time off as unpaid leave, depending on the individual circumstances and length of time taken. This may be necessary if you have to travel abroad.

You should apply to your Line Manager for leave in the first instance and at the earliest possible opportunity (by phone if necessary). Your Line Manager will need to consult the Town Clerk if you think you require more than 3 days leave.

You are reminded that the special leave for medical reasons is available only where the illness or injury is of a serious and sudden nature such as to be immediately recognisable as an emergency.

You should apply to your manager for leave, giving the reason for absence and how long you expect to be away from work. This should be done as soon as possible, preferably before leaving work and exceptionally immediately upon return to work.

These provisions are intended to cover unforeseen matters. If you know in advance that you are going to need time off, you may be able to arrange to take this time as annual leave or flexi-leave, or if the reason you need leave relates to your child you may be entitled to take parental leave.

5.10 Neonatal Care Leave

This policy is intended to reflect the statutory provisions and provides guidelines only. If there is any conflict between this policy and the statutory provisions, the latter will prevail.

Employees are entitled to statutory neonatal care leave (SNCL) if a child, for whom they have parental responsibility, is receiving, or has received, “neonatal care” which started within 28 days of birth and has lasted for seven full consecutive days, not counting the day on which the care starts (and in adoption cases, not counting any time spent in neonatal care before being placed/entering GB) (the “qualifying period”). “Neonatal care” means medical care in hospital or any continuing hospital outpatient care (including monitoring and home visits from healthcare professionals directed by a consultant and arranged by the hospital), or palliative/end-of-life care. The SNCL must be taken for the purpose of caring for the child (save for a subsequent bereavement).

SNCL can be taken in weekly blocks for every uninterrupted week their child received neonatal care, starting no earlier than the day after the

qualifying period (as above), up to a maximum of 12 weeks, and must be taken within 68 weeks of the birth. So, for the first week of SNCL taken, the earliest it can start is on day 9 of being in neonatal care.

Up until the 7th day after the child stops receiving neonatal care (including if it stops but starts again within 28 days of birth and providing the qualifying period is met), the weekly blocks can be taken either continuously or non-continuously. After that, the weekly blocks must be taken continuously.

Notification

Up until the 7th day after the child stops receiving neonatal care you only need to give notice to us to take SNCL before you are due to start work on the first day of each week of leave or, where this is not possible, as soon as reasonably practicable. If you have already started work, then officially your SNCL period will start on the following day.

When giving notice you must specify: the child's date of birth; in adoption cases, the date of placement or the date the child entered GB; the date(s) the child started to receive neonatal care; if it stopped, the date(s) it ended; the date(s) you wish SNCL to begin and how many weeks for; confirmation you are taking the leave to care for the child; and if it is the first notice for that child, confirmation you meet the eligibility requirements as to family relationship with the child.

Where the neonatal care is ongoing, you must notify us of the date the care ends, as soon as is reasonably practicable. If the child starts to receive neonatal care again, you must notify us of the start date and the end date, as soon as reasonably practicable in each case.

You can give the above notice by telephone or by email or by letter. However, if telephoning, it would be helpful if it was subsequently put in writing at least within 28 days of the first day of your SNCL in order to maintain an accurate record of what is being requested, and in any event must be done so if claiming statutory neonatal care pay (see below).

After 7 days after the child stops receiving neonatal care, you need to give us at least 15 days' notice if you want to take a single week of SNCL, or at least 28 days' notice if you want to take two or more consecutive weeks' of SNCL. The notice must be in writing and specify the same information as set out above. You can cancel it and/or rebook it with the same amount of notice.

Neonatal Care Pay

To qualify for statutory neonatal care pay (SNCP) during SNCL, you must have average weekly earnings of at least the lower earnings limit and at least 26 weeks' continuous employment by the end of the relevant week, which is: the 15th week before the expected week of childbirth (in

birth and surrogacy cases); the week in which the adoption agency or local authority notified you of a match (in UK adoption cases); or the week before the neonatal care starts (in any other case). You will already meet these criteria if you have qualified for statutory maternity/paternity/adoption/shared parental pay. It is paid at the same rate as statutory paternity pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

Up until the 7th day after the child stops receiving neonatal care, to claim SNCP you must give notice in writing stating the week(s) in respect of which the payments are to be made and with the same information specified as when claiming SNCL, within 28 days of starting any period of SNCL you are claiming SNCP for. You can provide this information at the same time as giving notice to take SNCL, so long as it is in writing. After 7 days after the child stops receiving neonatal care, to claim SNCP you must give us the same amount of notice and same information, in writing, as you must give if you want to take SNCL and state the week(s) in respect of which payments are to be made.

Interaction with other family leave

SNCL is in addition to other forms of statutory leave, so long as it is taken within 68 weeks of the child's birth. So, for example, if you are taking maternity / adoption / paternity leave, you may add a period of SNCL onto the end of that leave. It acts as a "top up" to give back an amount of statutory family leave that an employee has effectively lost while their child is receiving neonatal care.

If your SNCL is interrupted by the start of another pre-booked period of statutory family leave (such as paternity leave, parental leave or shared parental leave) then the interrupted SNCL period will resume straight away after the end the other leave, provided the neonatal care is still ongoing or has ended within the last week. If the neonatal care ended more than a week ago, the remainder of the interrupted NCL must be taken consecutively with any further period of NCL that you are intending to take. Also, if the neonatal care ended more than a week ago and you want to book NCL, you should ensure that it will not be interrupted by the start of another period of family leave you have booked.

SECTION 6 – HOW WE RESOLVE ISSUES

When problems arise in the employment relationship it is important that they are dealt with fairly and promptly. This section sets out the procedures that the Council will follow in such cases.

Recording of meetings: Due to the confidential nature of disciplinary and grievance proceedings you must not make electronic or audio recordings of any meetings or hearings conducted under the procedures set out in section 6. You should ensure that any companion you may bring with you to such meetings is also aware of this rule.

6.1 Performance improvement procedure

It is in everybody's interests for employees to perform well at their jobs and the Council aims to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee's performance improving to an acceptable level.

Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Council then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Council as will the decision whether to follow these procedures where the employee has short service (under six months service).

There will be no access to the grievance or bullying and harassment procedures on matters specifically relating to performance, where your performance is being managed under this performance improvement procedure. Where issues arise, they should be dealt with under the appeals process as described later in this procedure.

The right to be accompanied

Employees are entitled to be accompanied at any formal meeting held under this procedure by a fellow employee or trade union official of their choice. The Council will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.

If your chosen companion cannot attend on the day scheduled for the meeting then the Council will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting.

Application of policy during first six months of employment

This policy may not be applicable in full where you have less than six months' service.

In the above circumstances you will be subject to regular reviews of your progress on a formal and informal basis, and failure to meet the required standards of performance may lead to your contract being terminated and the relevant notice paid.

You will have the right to respond to the issues raised at any performance hearing together with the right to be accompanied. There will be no obligation on the Council to issue repeated cautionary statements and performance plans. One appeal against any performance sanction will be permitted.

Stage one

The line manager will inform the employee of the nature of the problem and confirm this in writing. The employee will be invited to a formal performance management hearing to discuss the issues raised. The invitation will set out the respects in which the employee's manager believes that the employee's performance still falls short of an acceptable standard. The hearing will be conducted by the line manager and will consider any representations the employee may make about their performance, whether it needs to be improved, and if so what steps can be taken to help the employee reach the appropriate level.

Following discussion of the problem, the line manager may choose to take no further action; to refer the matter for investigation under the disciplinary procedure (if it appears the issues are linked to conduct rather than performance) or to issue a first written warning and Performance Improvement Plan which will remain current for a period of 12 months.

Performance Improvement Plan

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Council reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the particular situation, but will contain the following elements:

Timescale: the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

Targets: The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria the employee's performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.

Measures: The PIP will specify what measures will be taken by the Council to support the employee in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.

Feedback: As part of the PIP the employee will be given regular feedback from their line manager indicating the extent to which the employee is on track to deliver the improvements set out in the plan

If at any stage the Council feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting the employer may amend or extend any part of the plan.

Review

At the end of the PIP the employee's performance will be reviewed. If satisfactory progress has been made the employee will be notified of this fact in writing. If the line manager feels that progress has been insufficient then they may decide to extend and /or amend the PIP to such extent as seems appropriate. Alternatively the line manager may refer the matter to a meeting under Stage two of this procedure.

Following the successful completion of a PIP the employee's performance will continue to be monitored. If at any stage during the lifetime of the first written warning, the employee's performance again starts to fall short of an acceptable standard, line manager may decide to institute stage two of this procedure.

Stage two

If a PIP has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard.

The hearing will be conducted an appropriate manager.

At the hearing, the employee will be given an opportunity to respond to any criticism of their performance and to make representations about any aspect of the way in which the process has been managed.

If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked then a final written warning may be issued. The warning will explain the nature of the improvement which is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then the employee may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

The warning will remain current for a period of 12 months, after which time it will cease to have effect.

Stage three

If an employee has been issued with a warning under stage two which remains current, and the line manager believes that the employee's performance is still not acceptable then the matter may be referred to a further performance management hearing.

The employee will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which their performance continues to fall below an acceptable standard.

The hearing will be conducted by the Town Clerk, or an Officer / Panel appointed on their behalf.

At the hearing the employee will be able to respond to any criticisms made of their performance and make representations about how the situation should be treated.

The person conducting the hearing may take such action as is judged appropriate up to and including a decision to dismiss the employee.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

Appeals

An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing stating your full grounds for appeal within one week of the action complained of. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

Redeployment

There may be circumstances in which it becomes clear that an employee would be better suited to a different role within the Council. However, any offer to redeploy the employee will be entirely at the Council's discretion and will only be made when the Council is confident that the employee will be able to perform well in the redeployed role and where there is a suitable available vacancy.

Redeployment may be offered as an alternative to dismissal where the Council is satisfied that the employee should no longer be allowed to continue to work in their current role. While the employee is free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

6.2 Sickness absence procedure

The Council may need to dismiss an employee whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the employee's part and do not mean that the Council does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the employee is no longer able to perform their role or attend work on a sufficiently regular basis to make their continued employment a viable option.

Short-term absence

Every absence will be discussed informally on return to work, but persistent / excessive short-term absence may lead to formal action. This policy sets out the trigger points that may lead to formal action, but the Council retains discretion to apply the procedure sooner – particularly if there is a suspicious pattern of absence, or a doubt that the sickness absence was genuine.

If you have more than 10 days of sickness absence in a 12-month period, or 5 short-term absences over 5 months, you will be invited to a formal meeting to discuss your attendance. The meeting will usually be conducted by your line manager and you will have a right to be accompanied by a fellow employee or a trade union official.

At the meeting you will be asked to explain the level of your absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. The Council may also seek medical evidence from either your doctor or an occupational

health specialist in which case the meeting will be adjourned for a report to be obtained.

Subject to any medical evidence, the manager may decide to issue a first written warning to the employee setting out the Council's expectations regarding attendance and indicating the level of improvement needed. Your absence levels will then continue to be monitored.

Generally, the next stage of the process will be triggered if there is a further 5 days of absence in the next rolling 12-month period (i.e. starting from the date of the last absence which caused the initial trigger). This could result in a final written warning. Following this, if there is a further 5 days of absence in the next rolling 12-month period (i.e. from the date of the last absence which caused the second trigger), this may result in dismissal. At each stage, a formal meeting will be held before any sanction is given.

Any dismissal arising out of this process will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised in writing stating your full grounds for appeal within five working days of the decision being communicated.

Long-term sickness absence

Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Council will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Council can continue to accommodate an employee's absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the organisation.

The Council may seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Council can take to facilitate this.

An employee is not obliged to consent to any medical reports or records being shared with the Council as part of this process. However, in the absence of medical evidence the Council will have to work on the basis of what information is available in reaching its decision.

One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Council to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.

Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process, however, the Council may proceed to dismissal in the absence of a meeting taking into account any representations made on the employees behalf.

Where it appears that the employee will be unable to return to work within a reasonable time frame then the Council may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised in writing stating your full grounds for appeal within five working days of the decision being communicated.

6.3 Disciplinary procedure

The Council always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens, the Council will do its best to deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

Application of policy during first six months of employment

This policy may not be applicable in full where you have less than six months' service. (See also the Council's Disciplinary Policy & Procedure that provides additional mainly procedural information)

Failure to meet the required standards of conduct, during this period, may lead to your contract being terminated. Notice will normally be paid except in cases of gross misconduct where no notice will be given.

You will have the right to be accompanied and to respond to allegations raised at any disciplinary hearing. There will be no obligation on the Council to issue repeated warnings prior to the termination of the employment contract. One appeal against any disciplinary sanction will be permitted.

There will be no access to the grievance or bullying and harassment procedures on matters specifically on issues relating to the application of the disciplinary procedure. Where issues arise they should be dealt with under the appeals process as described later in this procedure.

Informal action

Most minor acts of misconduct can be dealt with informally through discussions between an employee and their line manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process

and no formal procedure needs to be followed in respect of them. However, managers should record any such informal action for inclusion on the employee's personal file. Any such documentation should be clearly marked up – 'Informal Action.'

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

Investigation

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. In some circumstances it may be necessary to engage the services of an outside HR Specialist to conduct the investigation. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. There is no legal right to be accompanied (see below) at an investigatory interview however it is permissible under the Council's Disciplinary Policy. (See 'the right to be accompanied' paragraphs later in this document)

Suspension

If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Council will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an investigation to take place, or to protect the interests of the Council and its employees. During any period of suspension you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will be made with you, and not to enter Council premises without express authorisation in advance from the Town Clerk or Deputy Town Clerk.

Hearing

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

To ensure that you have adequate time to prepare for the hearing, the Council will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Council may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Council and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Council will generally try to give at least four clear working days' notice in writing of any hearing.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

The right to be accompanied

Employees are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of their choice. The Council will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing.

If your chosen companion cannot attend on the day scheduled for the hearing then the Council will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing.

Evidence

The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Council will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form. You will be entitled to challenge any of the evidence presented but will not be entitled to cross-examine witnesses.

Disciplinary action

After considering all of the evidence, including any submissions made by you or on your behalf, the person conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

A warning will stay active for a period of one year, (or longer if warranted) after which it will not be taken into account in any future disciplinary action.

If a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

A final written warning will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

An employee who is found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

Dismissal

An employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Council property or a deliberate refusal to obey a reasonable instruction. Further details of what constitutes gross misconduct are found in the Code of Conduct (Section 3).

Appeal

An employee may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds for appeal within five working days of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by either the Town Clerk (if they have not been involved in the original decision) – or an Officer / Panel of at least two Councillors appointed to deal with the appeal. An external HR Specialist may be engaged to support the Officer or Panel.

The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

Employee absence

It is important that disciplinary issues are dealt with promptly. The Council may therefore need to proceed with a disciplinary hearing even if the employee is absent due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Council will

attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

Criminal Allegations

Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

The Council will not be obliged to wait for the outcome of any prosecution before deciding what action, if any to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if the Council consider that it is relevant to your employment.

Record Retention

Records relating to disciplinary procedures will be retained for a period as is deemed necessary in compliance with current data protection laws.

6.4 Grievance Procedure

The Council aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your manager. If that is not possible then you should speak to the Town Clerk who will try to assist you in resolving any issue you may have. The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

Any written complaint or grievance raised which alleges that a member or co-opted member of the authority has failed to comply with the authority's Code of Conduct will be dealt with under the Code of Conduct Procedure.

Examples of issues that could be dealt with under the grievance procedure include:

- (a) terms and conditions of employment;
- (b) health and safety;
- (c) work relations;
- (d) bullying and harassment;
- (e) new working practices;
- (f) working environment;
- (g) organisational change; and
- (h) discrimination.

The Grievance Procedure should not be used to complain about issues which do not directly relate to, or impact on, you and your work/ working environment.

The Grievance Procedure should not be used to complain about disciplinary action, reasonable action taken under the Performance Improvement Procedure or Sickness Absence Procedure. Any such complaints should be dealt with under the relevant appeal procedure.

Raising a grievance

If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

We would expect you to raise any grievance as soon as possible and, in any event, unless in exceptional circumstances, no later than 6 months after the occurrence of the issue complained of.

A grievance will normally be dealt with by your manager and should be addressed to them directly. Where the grievance is directly concerned with your line manager's behaviour, however, you should submit your grievance to the Town Clerk who will arrange for somebody who is not directly involved in the issue to deal with it.

Grievance hearing

A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. You will have the right to be accompanied by a fellow employee or trade union official. The person conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

Once the investigations are concluded the meeting will then be reconvened and you will have the opportunity to consider and respond to the findings of the investigation. Only then will a decision on the outcome of your grievance be made.

Allegations of misconduct

Where an employee is making allegations of misconduct on the part of other employees then the Council may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens the grievance will be held over until the disciplinary process has been concluded.

Relationship with other procedures

Where your grievance relates to the conduct of other procedures such as the disciplinary or performance management procedures then the Council may choose to either delay the consideration of the grievance until that procedure has been completed or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

Appeals

If you are dissatisfied with the outcome of a grievance then you may appeal. You should submit your appeal in writing stating your full grounds for appeal within one week of being informed of the outcome of your grievance. Your appeal should be directed to the person named in the grievance outcome letter.

An appeal hearing will then be convened and conducted by the Town Clerk (if they were not involved in the original decision), or an Officer / Panel appointed for the purpose of hearing the appeal independently. You will have the right to be accompanied at the appeal by a fellow employee or trade union official.

The outcome of any appeal will be final.

The grievance policy and procedure cannot be used to appeal against any decisions taken under any Council policy that gives the right to appeal.

Former Employees

In exceptional circumstances a former employee can raise a grievance within twelve weeks of their employment ending. The grievance procedure can be followed unless both parties agree a modified procedure would be more appropriate. However, if the complaint relates to a dismissal decision then this procedure should not be used.

SECTION 7 - EQUAL OPPORTUNITIES, DIVERSITY & INCLUSION

7.1 Equal Opportunities Statement

We are committed to encouraging equality, diversity and inclusion among our workforce, The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

We are fully committed to:

- Treating all of our employees and job applicants equally in all aspects of employment including: recruitment and selection, promotion, transfer, opportunities for training, pay and benefits, other terms of employment, discipline, selection for redundancy and dismissal.
- Creating a working environment that is free of bullying, harassment, victimisation, and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued.
- Managers will ensure that all employees are kept abreast of the Council's obligations in relation to equal opportunities, diversity and inclusion and will ensure all employees are kept up to date on these policies. All employees will be given a copy of their policy when they first start their employment with the Council and will be made aware of where to find such policy. Managers will be made aware of their responsibilities in relation to this policy and to employees.
- Employing, training and promoting employees on the basis of their experience, abilities and qualifications, without regard to race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this policy these are known as the "Protected Characteristics".
- Making opportunities for training, development and progress available to all employees, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the Council.
- Complying with our obligations under the Equality Act 2010 in respect of our Public Sector Equality Duties to:
 - Have 'due regard' to the need to eliminate discrimination, harassment and victimisation
 - Have 'due regard' to the need to advance equality of opportunity

- Have 'due regard' to the need to foster good relations
- Publish equality information
- Publish equality objectives.

We will not condone any form of bullying, harassment, or unlawful discrimination whether engaged in by employees or by outside third parties who do business with us, such as clients, customers, contractors and suppliers.

Employees have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under our Disciplinary Procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this policy will be treated as potential gross misconduct and could render the employee liable to summary dismissal.

All employees should understand they, as well as the Council, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public.

You should draw to the attention of the Town Clerk any suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct. Employees should support colleagues who suffer such treatment and are making a complaint.

Discrimination

You must not unlawfully discriminate against or harass other people, including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

- Direct discrimination – when someone is treated less favourably than another person because of a Protected Characteristic.
- Indirect discrimination - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult

to meet, although on the face of it the provision, criterion or practice is 'neutral'.

- Associative discrimination or discrimination by association – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- Discrimination by perception – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- Harassment – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- Victimisation – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.
- Disability discrimination: this includes direct and indirect discrimination, any unjustified unfavourable treatment because of something arising in consequence of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

Our Commitment

Recruitment

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of relevant abilities and qualifications. We are committed to applying our equal opportunities policy statement at all stages of recruitment and selection. Recruitment publicity will aim to positively encourage applications from all suitably qualified people when advertising job vacancies, in order to attract applications from all sections of the community.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a particular Protected Characteristics. However, where having regard to the nature and context of the work, having a particular Protected Characteristics is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, we will apply that requirement to the job role and this may therefore be specified in the advertisement.

The selection process will be carried out consistently for all jobs at all levels. We will ensure that this equal opportunities policy is available to all staff, and in particular is given to all staff with responsibility for recruitment, selection and promotion.

The selection of new staff will be based on job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specification and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements of the job.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria and practices or to physical features of work premises or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

All applications will be processed consistently. The staff responsible for short listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. All questions that are put to the applicants will relate to the requirements of the job.

Transfer and promotion

We will take such measures as may be necessary to ensure the proper supervision and instruction for all line managers in order to familiarise them with our policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible. Manager will be expected to deal effectively with complaints of bullying and harassment.

We will also provide all employees with information on equal opportunities, diversity and inclusion to help them understand their rights and responsibilities under the equal opportunities and anti-harassment policies and what they can do to create a work environment that is free of bullying and harassment.

All persons responsible for selecting new employees, employees for training or employees for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the Protected Characteristics.

When a group of workers who predominantly have a particular Protected Characteristic appear to be excluded from access to promotion, transfer and training and to other benefits, our systems and procedures will be reviewed to ensure there is no unlawful discrimination.

Terms of employment, benefits, facilities and services

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of one or more of the Protected Characteristics.

Equal pay and equality of terms

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

Disabilities

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

If you experience difficulties at work because of your disability, you may wish to contact your line manager/the Town Clerk to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager/the Town Clerk may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

7.2 Menopause Policy

We are committed to supporting staff affected by the menopause. We recognise that many members of staff will experience the menopause and that, for some, menopause will have an adverse impact on their working lives.

All women will experience menopause at some point during their life. Menopause can also impact trans and non-binary people who may not identify as female. Most of those who experience menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.

The majority of those going through menopause will experience some symptoms, although everyone is different and symptoms can fluctuate. Symptoms can include, but are not limited to, sleeplessness, hot flushes,

memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.

Menopause is preceded by perimenopause, during which the body prepares itself for menopause. Perimenopause can also last several years and can involve similar symptoms to menopause itself. For the purpose of this policy, any reference to menopause includes perimenopause.

Open Conversations

Menopause is not just an issue for women. All staff should be aware of menopause so that they can support those experiencing it or otherwise affected by it.

We encourage an environment in which colleagues can have open conversations about menopause. We expect all staff to be supportive of colleagues who may be affected by menopause in the workplace.

Anyone affected by menopause should feel confident to talk to their line manager or the Town Clerk about their symptoms and the support they may need to reduce the difficulties menopause can cause them at work. Line managers and the Town Clerk should be ready to have open conversations with staff about menopause and what support is available. These conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

Risk Assessments

We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those experiencing menopause.

Support and Adjustments

While many who experience menopause are able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work. If you believe that you would benefit from adjustments or other support, you should speak to your line manager or the Town Clerk.

Physical adjustments could include temperature control, provision of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, we may also consider more frequent rest breaks or changes to work allocation. These are examples only and not an exhaustive list.

We may refer you to a doctor nominated by us or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work.

7.3 Harassment and Bullying

We are committed to providing a working environment free from harassment, victimisation and bullying, which includes sexual harassment, and ensuring all staff are treated, and treat others, with dignity and respect. This includes harassment or bullying which occurs at work and out of the workplace, such as at work-related events or social functions or on social media.

It covers harassment and bullying by staff (which may include consultants, volunteers, contractors and agency workers) and also by third parties such as clients, customers, suppliers or visitors to our premises.

We will review the risk of sexual harassment (including third party sexual harassment) and other different forms of harassment occurring in our workforce, including in different roles, the steps we could take to reduce those risks and which of those possible steps are reasonable. As a result of this review we will produce an action plan detailing steps that will be taken to support our staff and minimise the risks of any form of bullying and harassment.

What is harassment?

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim, which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

Unlawful harassment may involve conduct:

- related to a protected characteristic of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;
- of a sexual nature (sexual harassment); or
- of treating someone less favourably because they have submitted, or refused to submit to, sexual harassment or harassment related to sex or gender reassignment e.g. where a manager gives a junior employee a poor performance review because they rejected the manager's sexual advances.
- Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include (this is a non-exhaustive list), for example:

- racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group, religion or belief, or gender;
- disclosing or threatening to disclose someone's sexual orientation or gender identity against their wishes;
- offensive e-mails, text messages or social media content; or
- mocking, mimicking or belittling a person's disability.

Sexual harassment does not need to be sexually motivated; it only needs to be sexual in nature and may include (this is a non-exhaustive list), for example:

- unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome;
- sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet);
- unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- intrusive questions about a person's private or sex life or a person discussing their own sex life; or
- sending sexually explicit e-mails or text messages or sexual posts/contact on social media.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment; or sexually harassed by pornographic images displayed on a colleague's computer in the workplace.

What is victimisation?

Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:

- Bringing proceedings under the Equality Act 2010.
- Giving evidence or information in connection with proceedings under the Equality Act 2010.
- Doing any other thing for the purposes of or in connection with the Equality Act 2010.
- Alleging that a person has contravened the Equality Act 2010.

Victimisation may include (this is a non-exhaustive list), for example:

- Denying someone an opportunity because it is suspected that they intend to make a complaint about harassment/sexual harassment.
- Excluding someone because they have raised a grievance about harassment/sexual harassment.
- Failing to promote someone because they accompanied another staff member to a grievance meeting.
- Dismissing someone because they gave evidence on behalf of another staff member at an employment tribunal hearing.

Harassment/sexual harassment and victimisation are unlawful and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment of workers in the course of their employment. All staff are encouraged to report any harassment/sexual harassment or victimisation they are a victim of, or witness, in accordance with this policy. Workers are also entitled to raise concerns about sexual harassment through the whistleblowing procedure instead if they reasonably believe the matter is in the public interest. Harassment/sexual harassment or victimisation may lead to disciplinary action up to and including dismissal without notice if they are committed:

- In a work situation.
- During any situation related to work, such as at a social event with colleagues.
- Against a colleague or other person connected to us outside of a work situation, including on social media.
- Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.

If any harassment/sexual harassment or victimisation of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include updating relevant policies, providing further staff training and taking disciplinary action against the perpetrator.

What is third-party harassment?

Third-party harassment occurs where a person is harassed/sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, derogatory comments about a person's age, disability, pregnancy, colour, religion or belief, sex or sexual orientation, or unwelcome sexual advances, from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client,

customer or supplier's premises or other location in the course of their employment.

While an individual cannot bring a claim for third-party harassment alone, it can still result in legal liability when raised in other types of claim and will not be tolerated. The law requires employers to take reasonable steps to prevent sexual harassment by third parties. All staff are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy. Any harassment by a member of staff against a third-party may lead to disciplinary action up to and including dismissal.

We will take active steps to try to prevent third-party harassment of staff by providing training for managers and supervisors to raise awareness of rights related to sexual harassment and other forms of bullying and harassment included in this policy; we will also provide support for managers to help them to deal effectively with complaints. We will take steps to minimise occasions where staff work alone; where possible ensure that lone workers have additional support take action to minimise risks when planning events attended by the public, customers and suppliers. If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. Action may include warning the harasser about their behaviour, banning them from our premises and reporting any criminal acts to the police.

What is bullying?

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include (this is a non-exhaustive list), for example:

- a. physical or psychological threats;
- b. overbearing and intimidating levels of supervision;
- c. inappropriate derogatory remarks about someone's performance.

However, legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

If you are being harassed/sexually harassed/victimised/bullied

If you are being harassed/sexually harassed/victimised/bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager (or another manager where it concerns them) who can provide confidential advice

and assistance in resolving the issue informally or formally. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our **Grievance Procedure or if more appropriate under our Disciplinary Policy**. It will then be dealt with under the appropriate procedure, taking into account the below. Third party harassment complaints involving people not covered by these policies will be dealt with accordingly with a view to remedying the complaint and preventing any further issues.

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship and/or to provide protection between you and between other staff and the person accused during the investigation

If the harasser or bully is a third party such as a customer or other visitor, we will consider what action may be appropriate to protect you and other staff pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

Once the investigation is complete, we will inform you of our decision. If we consider that there is a case to answer and the harasser or bully is an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. The outcome of our investigation may be put on hold while disciplinary action is taken. Where the disciplinary outcome is that harassment/sexual harassment/victimisation/bullying occurred, prompt action will be taken to address it. We will also consider what additional measures need to be taken to prevent future sexual harassment of staff.

Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

Protection and support for those involved

Staff who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

Any disclosure that sexual harassment has occurred, is occurring, or is likely to occur may amount to a protected disclosure under the rules on whistleblowing if you reasonably believe the matter is in the public interest. Workers may raise concerns about sexual harassment under this policy or under our Whistleblowing Policy.

We will review this policy regularly and monitor its effectiveness. This will include monitoring the treatment and outcomes of any complaints of harassment, sexual harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved and workforce training is targeted where needed.

The Council offers access to a confidential employee support/counselling scheme that is available on request for any employees affected by, or accused of, harassment/sexual harassment or bullying. The details will be made available to all staff and posters will be placed at strategic locations.

Support and guidance can also be obtained from the following external services:

- a. The Equality Advisory and Support Service (www.equalityadvisoryservice.com).
- b. Protect (www.protect-advice.org.uk).
- c. Victim support (www.victimsupport.org.uk).
- d. Rights of women (England and Wales) (www.rightsofwomen.org.uk)

Record-keeping

Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

7.4 Monitoring equal opportunities and dignity at work

We will periodically monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of working practices. If changes are required, we will implement them as appropriate. We will also make reasonable adjustments to standard working practices where possible to overcome barriers caused by disability.

Breaches of this Policy

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of discrimination may amount to gross misconduct resulting in dismissal.

If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Bullying & Harassment Procedure. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately will be treated as misconduct and dealt with under our Disciplinary Procedure.

Related Policies

This policy is supported by the following other policies and procedures (in the Employee Handbook):

- a) Grievance Procedure.
- b) Disciplinary Procedure.
- c) Flexible Working Procedure.
- d) Maternity, Paternity, Adoption and Shared Parental Leave Policies.
- e) Parental Leave Policy.
- f) Time Off for Dependants Policy.
- g) Data Protection Policy.

EMPLOYEE HANDBOOK

This Handbook has been drawn up by the Council to provide you with information on employment policies and procedures.

The policies and procedures contained within this handbook do not form part of your contract of employment; therefore, the Council reserves the right to make amendments as necessary, for example reflecting changes to the law. Any change will be communicated to all staff. However, you are expected to read and comply with the policies and procedures contained within this handbook. Failure to do so could result in disciplinary action.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with a member of management.
