

# ANDOVER TOWN COUNCIL

Wednesday 13 April 2022



To the Members of Andover Town Council:

You are hereby summoned to attend a meeting of full **COUNCIL** to be held in **The Upper Guildhall, High Street, Andover on Wednesday 13 April 2022 at 6.30 pm** when it is proposed to transact the following business:-

A blue ink signature of Wendy R Coulter.

Wendy R Coulter  
**Town Clerk – 7 April 2022**

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Please find below the joining details for the Full Council Meeting on 13 April 2022 to enable members of the public to listen in to the meeting:

Watch the Council Meeting via Zoom:

Join Zoom Meeting

<https://us06web.zoom.us/j/88915559763?pwd=UDBGWkNQd1llaHVhVWV1ODVPSXh6UT09>

Meeting ID: 889 1555 9763

Passcode: 299454

# ANDOVER TOWN COUNCIL

Wednesday 13 April 2022



**MEMBERS OF THE PUBLIC ARE WELCOME TO ALL MEETINGS:** In line with Andover Town Council's "Recording at Meetings" Policy, Members and the public are requested to note that this meeting will be recorded by the Council and may also be subject to the recording by members of the public.

Item No	Contents	Page Number
1	Apologies for Absence	3
2	Declaration of Interests	3
3	Minutes of previous meetings	3
4	Town Mayors' Announcements	3
5	Public Participation	3
6	Reports from Borough and County Councillors from the Andover Wards	3
7	Questions from Andover Town Councillors to Borough and County Councillors	3
8	Grants Panel	3
9	Recommendations from Allotment Committee	3
10	Finance	3
11	Staffing Review – Consultant Contract	3
12	Office Move	4
13	Questions from Councillors	4
14	Date of Next Meeting	4
Appendix A	Minutes of previous meetings	5
Appendix B	Payments up to 31 March 2022	13
Appendix C	Payments up to 6 April 2022	14
Appendix D	Staffing Review – Consultant Contract	15

<b>1</b>	<b>APOLOGIES FOR ABSENCE</b>
	To <b>receive</b> and <b>accept</b> apologies for absence.
<b>2</b>	<b>DECLARATIONS OF INTEREST</b>
	To <b>receive</b> and <b>note</b> any declarations of interest relevant to the agenda.
<b>3</b>	<b>MINUTES</b>
	The Town Mayor to sign as a correct record the minutes of the Town Council meeting held on 23 March 2022, attached at <b>Appendix A</b> .
<b>4</b>	<b>TOWN MAYORS' ANNOUNCEMENTS</b>
	To <b>receive</b> the Town Mayors' Announcements
<b>5</b>	<b>PUBLIC PARTICIPATION</b>
	There is an opportunity for members of the public to make statements or ask questions on items on the agenda or on other items relevant to the Town to which an answer may be given in the meeting and recorded in the minutes or, if necessary, a written reply will follow, or the questioner will be informed of the appropriate contact details. Each person is limited to 3 minutes and the total amount of time set aside will be 15 minutes.
<b>6</b>	<b>REPORTS FROM BOROUGH AND COUNTY COUNCILLORS FROM THE ANDOVER WARDS</b>
	<p>To <b>receive</b> any reports from Borough and County Councillors from the Andover Wards. For clarification: Reports are;</p> <ul style="list-style-type: none"> <li>• Information and updates regarding Andover with which the Councillor has been involved</li> <li>• News from Test Valley Borough Council and Hampshire County Council committees which directly affect any of the Andover Wards.</li> </ul> <p>Reports are not;</p> <ul style="list-style-type: none"> <li>• Comments on the evening's meeting</li> <li>• Comments on Andover Town Council policies or procedures</li> <li>• Press releases.</li> </ul> <p>Items which are not reports can be forwarded to the Town Clerk for circulation.</p>
<b>7</b>	<b>QUESTIONS FROM THE ANDOVER TOWN COUNCILLORS TO THE BOROUGH AND COUNTY COUNCILLORS</b>
	To <b>receive</b> any questions from Town Councillors to Borough and County Councillors for the Wards of Andover.
<b>8</b>	<b>GRANTS PANEL</b>
	<p>To <b>note</b> that both approved grant applicants, Picket Piece Baby and Toddler Group and Andover Youth Football Club, have been notified and the grants paid.</p> <p>To <b>approve</b> request from AFest to release the funds in the Events (A-Fest) budget line allocated to it for 2022/2023.</p>
<b>9</b>	<b>RECOMMENDATIONS FROM ALLOTMENT COMMITTEE</b>
	If agreed by the Allotment Committee to <b>receive</b> and <b>approve</b> the new Chicken Keeping Policy, to be sent out under separate cover following the Allotment Committee Meeting on 7 April 2022.
<b>11</b>	<b>FINANCE</b>
	<p>To <b>receive</b> and <b>approve</b> payments up to 31 March 2022 – attached at <b>Appendix B</b>.</p> <p>To <b>receive</b> and <b>approve</b> payments up to 6 April 2022 – attached at <b>Appendix C</b>.</p>

<b>12</b>	<b>STAFFING REVIEW</b>
	<p>To <b>receive</b> and <b>agree</b> the terms and conditions of the contract with the independent HR Consultant – Attached at <b>Appendix D</b>.</p> <p>To <b>note</b> that once the contract is signed the elected HR Working Group will meet with the consultant to start the Staffing Review.</p>
<b>13</b>	<b>OFFICE MOVE</b>
	<p>To <b>note</b> that the tenancy with Incuhive has now started and Officers will be visiting the site to determine how much space and what is needed to be transferred to the new office.</p> <p>Once this has occurred, a decision on what needs to be kept and stored can be taken.</p>
<b>14</b>	<b>QUESTIONS FROM COUNCILLORS</b>
	To <b>receive</b> questions from Councillors, provided three clear working days' notice of the question has been given to the Town Clerk.
<b>15</b>	<b>DATE OF NEXT MEETING</b>
	To <b>note</b> the date of the next meeting is on the <b>11<sup>th</sup> May 2022 to</b> be held in the <b>Guildhall, High Street, Andover</b> .

The Town Mayor will close the meeting.

## APPENDIX A – MINUTES OF PREVIOUS MEETING

# A

### Minutes Council

**Time and date**

6.30pm on Wednesday 23 March 2022

**Place**

Upper Guildhall, High Street, Andover

Cllr B Long - Town Mayor (P)		
Cllr R Hughes - Deputy Town Mayor (P)		
Cllr N Asamoah (A)	Cllr L Banville (A)	Cllr D Coole (P)
Cllr J Coole (A)	Cllr C Ecclestone (A)	Cllr L Gregori (P)
Cllr K Hughes (A)	Cllr N Long (P)	Cllr R Meyer (P)
Cllr M Mumford (P)	Cllr R Rowles (P)	Cllr J Sangster (P)
Cllr D Treadwell (P)	Cllr S Waue (P)	

**Officers Present:**

Wendy Coulter (Town Clerk)

Tor Warburton (Deputy Town Clerk) (Taking the minutes & managing online streaming)

**County/Borough Councillors:**

Councillor I Anderson

**Members of the Public:** Unknown

**Members of the Press:** Unknown

**Due to the Covid-19 Pandemic this meeting was held in the Guildhall following Coronavirus preventative measures. The Town Council made arrangements to stream the meeting virtually to allow as much public access as possible.**

<b>C167/03/22</b>	<b>APOLOGIES FOR ABSENCE</b>
	Apologies were received and accepted from Councillors N Asamoah, C Ecclestone and K Hughes.
<b>C168/03/22</b>	<b>DECLARATIONS OF INTEREST</b>
	There were no Declarations of Interest in relation to any item on the agenda.

<b>C169/03/22</b>	<b>MINUTES</b>
	<p>It was proposed by Councillor R Rowles and seconded by Councillor N Long that the Minutes of the Town Council meeting held on 22 February 2022 be signed by the Chairman as correct records.</p> <p>A vote was taken:  FOR – 9, AGAINST - 0, ABSTENTIONS - 1</p> <p><b>RESOLVED: That the Minutes of the Town Council meeting held on 22 February 2022 be signed by the Chairman as correct records.</b></p>
<b>C170/03/22</b>	<b>TOWN MAYOR'S ANNOUNCEMENTS</b>
	<p>The Town Mayor attended Beech Hurst for the planting of the Platinum Jubilee Tree and The Commonwealth Flag Raising in the Andover High Street.</p>
<b>C171/03/22</b>	<b>PUBLIC PARTICIPATION</b>
	<p>There were no comments received from Members of the Public present at the meeting.</p>
<b>C172/03/22</b>	<b>REPORTS FROM BOROUGH AND COUNTY COUNCILLORS FROM THE ANDOVER WARDS</b>
	<p><b>Councillor N Matthews:</b></p> <p>Contractors parking at Atrium, and the increased state of the roads are being actively addressed - No parking signs and the banning of contractors parking on the road and resident visitors' spaces has begun. We have also insisted that the temporary "parking matting" be laid on the grass, to keep all vehicles off the roads, as we successfully did at Poppy Park.</p> <p>L2 Development planning application is coming to committee on 31<sup>st</sup> March. Officers report has now been completed, and recommendation is for refusal! Which is good news, however we have decided to still have our say at the meeting, as there remains a number of longer term issues require addressing, including planning processes. We have a resident lined up to speak at the meeting, and of course Would welcome an ATC representative to also speak at the meeting. We require to know the name so we can register the speaker with the committee officer. The speaker will speak first and have just 3 minutes. Happy to chat with whoever this may be.</p> <p>Smannell pathway is underway, although work appears quite slow.</p> <p>Finkley down road junction frustratingly still ongoing! There appears to remain legal issues on land ownership, responsibility between network rail, HCC and land owner "unknown"! This is incredibly frustrating for residents as the ever-increasing occupation of residents in Saxon heights is resulting in the increased traffic flow/difficulties on estate access routes! We are constantly pushing for resolution.</p> <p><b>Councillor I Anderson:</b></p> <p>Street lighting at Shepherd's Row and Highlands Road has been reported as not working.</p> <p>After storm Eunice, there are several trees that have fallen down. Hampshire County Council, Test Valley Borough Council and Aster are working hard to clear them up as quickly as possible.</p>

	<p>The pot hole issues have been reported tremendously to Hampshire County Council with reference numbers.</p> <p>Rivers in and around the outskirts of the town have got large amounts of rubbish and trollies in them. This has been reported to Environmental Health.</p> <p>ACE building had graffiti all over it again. Marks and Spencers have arranged to have the building repainted over. They are coming to Andover to mend the roof and safety issues that need rectifying.</p> <p><b>Councillor R Rowles:</b></p> <p>The footpath replacement on Winchester Road took place. A small section still remains unfinished, so I have continued to put pressure on the authorities to sort that out.</p> <p>Due to the warmer weather, there have been more scrambling bikes going up to the plantations from Old Winton Road. I have contacted the landowner to investigate a permanent solution to resolve this issue.</p> <p>I have also completed a pot hole survey in Winton ward which will be sent on to the Hampshire County Council.</p> <p>The Andover Clothing Exchange had their windows vandalised, which I personally helped to fix.</p>
<b>C173/03/22</b>	<p><b>QUESTIONS FROM THE ANDOVER TOWN COUNCILLORS TO THE BOROUGH AND COUNTY COUNCILLORS</b></p>
	<p><b>Councillor N Long to Borough Councillors:</b></p> <p>Test Valley Borough Council had recently removed all the belongings of a person that was sleeping rough in the High Street. the belongings were put into black refuse bags and taken away in a refuse truck. Was Test Valley Borough Council aware that those items belonged to a homeless person? What happened to the person after their belongings had been taken?</p> <p><b>Councillor I Anderson response:</b></p> <p>I have been told by Councillor P North that they have tried working with the gentleman. The gentleman had said he would go to all the options that had been offered to him, however, he backs out and doesn't go. I will investigate further into what has happened to him. He is able to go to the Rockhouse where he will be supplied with sleeping bags etc.</p>
<b>C174/03/22</b>	<p><b>GRANTS PANEL RECOMMENDATIONS</b></p>
	<p>Members received and considered the Grants Panel recommendations for Picket Piece Baby and Toddler Group, Andover Youth Football Club and AFest (Chat Together).</p> <p>Councillor N Long raised a point of order and stated that as a member of the Grant Aid Panel, he did not receive the paperwork relating to these grants, due to an error with his Town Council email address. The Town Mayor confirmed that the Grant Aid Panel was quorate at the time of consideration of the grants and the recommendations were valid.</p> <p><b>Picket Piece Baby and Toddler Group</b></p> <p>It was proposed by Councillor L Gregori and seconded by Councillor R Rowles that the Grant Aid Panel's recommendation that the Picket Piece Baby and Toddler Group grant application for £255.00, be accepted and approved.</p>

A vote was taken:

FOR – 10, AGAINST - 0, ABSTENTIONS – 1

**RESOLVED: That the Grant Aid Panel's recommendation that the Picket Piece Baby and Toddler Group grant application for £255.00, be accepted and approved.**

#### **Andover Youth Football Club**

A recorded vote was requested by Councillor D Coole.

It was proposed by Councillor R Rowles and seconded by Councillor L Gregori that the Grant Aid Panel's recommendation that Andover Youth Football Club grant application for £1,000.00 be accepted and approved.

A recorded vote was as follows:

<b>COUNCILLOR</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTENTION</b>
D Coole		<b>X</b>	
L Gregori	<b>X</b>		
R Hughes	<b>X</b>		
B Long	<b>X</b>		
N Long	<b>X</b>		
R Meyer			<b>X</b>
M Mumford	<b>X</b>		
R Rowles	<b>X</b>		
J Sangster	<b>X</b>		
D Treadwell	<b>X</b>		
S Waue	<b>X</b>		
<b>TOTAL</b>	<b>9</b>	<b>1</b>	<b>1</b>

**RESOLVED: That the Grant Aid Panel's recommendation that Andover Youth Football Club grant application for £1,000.00 be accepted and approved.**

#### **AFest (Chat Together)**

It was proposed by Councillor R Rowles that AFest (Chat Together) be given the amount of £1,000.00, which is made up of £735.00 from the AFest Budget and the difference of £265.00 from the Grant Budget.

There was no seconder to this motion.

A recorded vote was requested by Councillor D Coole.

It was proposed by Councillor L Gregori and seconded by Councillor M Mumford that the Grant Aid Panel's recommendation that AFest (Chat Together) grant application be accepted and approved for £1,000.00, which is the maximum Andover Town Council's Grant Policy allows.

A recorded vote was as follows:

<b>COUNCILLOR</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTENTION</b>
D Coole		<b>X</b>	
L Gregori	<b>X</b>		
R Hughes		<b>X</b>	
B Long		<b>X</b>	
N Long		<b>X</b>	
R Meyer		<b>X</b>	



	M Mumford	X		
	R Rowles	X		
	J Sangster	X		
	D Treadwell	X		
	S Waue		X	
	<b>TOTAL</b>	<b>5</b>	<b>6</b>	<b>0</b>
<p><b>Motion not carried.</b></p> <p>Officers were requested to advise AFest (Chat Together) of the outcome and of the option to apply for the allocated amount of £735.00, in the AFest Event 2022/2023 Budget.</p>				
<b>C175/03/22</b>	<b>EVENTS PANEL RECOMMENDATIONS</b>			
	<p>Members considered the recommendations from the Events Panel in relation to the Queens Platinum Jubilee 2022.</p> <p><b>28/29 May – 28/29 June 2022 – ERII Sign to be installed on the front of the Guildhall in celebration of the Queen’s Jubilee.</b></p> <p>It was proposed by Councillor N Long and seconded by Councillor R Rowles that the ERII Sign be installed in the front of the Guildhall in celebration of the Queen’s Jubilee.</p> <p>A vote was taken: FOR – 9, AGAINST – 2, ABSTENTIONS – 0</p> <p><b>RESOLVED: That the ERII Sign be installed in the front of the Guildhall in celebration of the Queen’s Jubilee.</b></p> <p><b>2 June 2022 – Celebration Church Service followed by Beacon Lighting.</b></p> <p>It was proposed by Councillor R Rowles and seconded by Councillor B Long that a church service be provided at St Mary’s church for Andover residents to celebrate the Queen’s Jubilee, followed by the lighting of a beacon in the Remembrance Garden.</p> <p>A vote was taken: FOR – 9, AGAINST – 0, ABSTENTIONS – 2</p> <p><b>RESOLVED: That a church service be provided at St Mary’s church for Andover residents to celebrate the Queen’s Jubilee, followed by the lighting of a beacon in the Remembrance Garden.</b></p> <p><b>5 June 2022 – Picnic in Vigo Recreation Park with music through 7 decades.</b></p> <p>It was proposed by Councillor J Sangster and seconded by Councillor R Rowles that Andover Town Council provide a Picnic in the Park event with music through 7 decades.</p> <p>A vote was taken: FOR – 9, AGAINST – 0, ABSTENTIONS – 2</p> <p><b>RESOLVED: That Andover Town Council provide a Picnic in the Park event with music through 7 decades.</b></p> <p>It was noted that Councillors D Treadwell, R Rowles, M Mumford, L Gregori, N long and N Asamoah volunteered to assist in person or to provide external assistance for the Picnic in the Park.</p>			

	<p><b>2 June 2022 – Window Dressing Competition.</b></p> <p>It was proposed by Councillor L Gregori and seconded by Councillor R Rowles that Andover Town Council would host a Window Dressing Competition with a Jubilee theme.</p> <p>A vote was taken: FOR – 9, AGAINST – 0, ABSTENTIONS – 2</p> <p><b>RESOLVED: That Andover Town Council would host a Window Dressing Competition with a Jubilee theme.</b></p> <p>It was noted that Councillor L Gregori volunteered to assist with the competition.</p>
<b>C176/03/22</b>	<b>CORPORATE AND FINANCIAL RISK ASSESSMENT</b>
	<p>Members received and considered the Corporate and Financial Risk Assessment 2022 – 2023.</p> <p>There was no discussion on this item and Members moved straight to a vote.</p> <p>It was proposed by Councillor R Rowles and seconded by Councillor N Long that the Financial and Corporate Management Risk Assessment be approved and Officers delegated to action the points covered within the assessment.</p> <p>A vote was taken: FOR – 9, AGAINST – 2, ABSTENTIONS – 0</p> <p><b>RESOLVED: That the Financial and Corporate Management Risk Assessment be approved and Officers delegated to action the points covered within the assessment.</b></p>
<b>C177/03/22</b>	<b>FINANCE</b>
	<p>Members received the Cashbook up to 28 February 2022.</p> <p>Members received the List of Payments up to 15 March 2022.</p> <p>It was proposed by Councillor R Rowles and seconded by Councillor M Mumford that the List of Payments up to 15 March 2022 be approved.</p> <p>A vote was taken: FOR – 7, AGAINST – 2, ABSTENTIONS – 2</p> <p><b>RESOLVED: That the List of Payments up to 15 March 2022 be approved.</b></p>
<b>C178/03/22</b>	<b>PLANNING COMMITTEE RECOMMENDATION</b>
	<p>Members received and considered the Planning Committee recommendations relating to the Speed Indicator Signs (SIDs).</p> <p>It was proposed by Councillor B Long and seconded by Councillor R Rowles that the installation and maintenance quote of £1,617.00 per SID per year be accepted and approved. That the Officer's alternative suggestion to purchase 2 Westcotec SIDs with 2 Bluetooth data collection packs, be accepted and approved.</p> <p>FOR – 8, AGAINST – 3, ABSTENTIONS – 0</p> <p><b>RESOLVED: That the installation and maintenance quote of £1,617.00 per SID per year be accepted and approved. That the Officer's alternative suggestion to purchase 2 Westcotec SIDs with 2 Bluetooth data collection packs, be accepted and approved.</b></p>

<b>C179/03/22</b>	<b>OFFICE MOVE</b>
	<p>Members noted that the tenancy at 68B High Street had been terminated as of September 2022 and that new office premises had been taken with IncuHive with effect from 1 April 2022.</p> <p>It was also noted that a decision would need to be made regarding storage once a thorough inventory had been completed.</p>
<b>C180/03/22</b>	<b>QUESTIONS FROM COUNCILLORS</b>
	<p>A question was received regarding the Grant applications. The Town Mayor clarified that the purpose of the Grant panel is only to check all the paperwork received and to put its recommendation to the full Council for approval.</p> <p>A question was raised regarding the Cashbook and the unspent Budget. Confirmed responses would be provided after the end of the current Financial Year, in the April Council meeting.</p>
<b>C181/03/22</b>	<b>DATE OF NEXT MEETING</b>
	Members noted the date of the next meeting: <b>Wednesday 13 April 2022, at the Guildhall, High Street, Andover, starting at 6.30pm.</b>
<b>C182/03/22</b>	<b>EXCLUSION OF THE PRESS AND PUBLIC</b>
	<p>It was proposed by Councillor B Long and seconded by Councillor L Gregori that the Members of the Press and Public be excluded from the Meeting at Agenda Item 17, Back to Basics – Next Steps, due to consideration of confidential staffing matters.</p> <p>A vote was taken: FOR – 7, AGAINST – 1, ABSTENTIONS - 3</p> <p><b>RESOLVED: That the Members of the Press and Public be excluded from the Meeting at Agenda Item 17, Back to Basics – Next Steps, due to consideration of confidential staffing matters.</b></p>
	<b>CONFIDENTIAL ITEMS</b>
<b>C183/03/22</b>	<b>BACK TO BASICS – NEXT STEPS - STAFFING</b>
	<p>Members held a discussion with a representative from Ellis Whittam regarding the 'Back to Basics' process.</p> <p>It was proposed by Councillor B long and seconded by Councillor R Rowles that a group of maximum five Members with a quorate of three, form a Staffing Working Group, to meet on a regular basis to liaise with Ellis Whittam and to provide a progress report to each Full Council.</p> <p>A vote was taken: FOR – 9, AGAINST – 1, ABSTENTIONS – 1</p> <p><b>RESOLVED: That a group of maximum five Members with a quorate of three, form a Staffing Working Group, to meet on a regular basis to liaise with Ellis Whittam and to provide a progress report to each Full Council meeting.</b></p> <p>It was proposed that the members of the Staffing Working Group would consist of Councillors D Coole, B Long, R Meyer, M Mumford and S Waue and be delegated to liaise with Christian Vincent (Ellis Whittam) to progress the 'Back to Basics' process and report back to Full Council in a confidential session on a monthly basis.</p> <p>It was agreed unanimously by all present.</p>

	<p>(Councillor Long left the meeting at 8.27pm)</p> <p>It was proposed by Councillor R Rowles and seconded by Councillor D Coole that an initial meeting be set up between the Staffing Working Group and Christian Vincent, in order to ascertain the next actions.</p> <p>A vote was taken:</p> <p>FOR – 9, AGAINST – 1, ABSTENTIONS – 1</p> <p><b>RESOLVED: That an initial meeting be set up between the Staffing Working Group and Christian Vincent, in order to ascertain the next actions.</b></p>
<p>The Town Mayor closed the meeting at 8.30pm.</p>	
<p>Town Mayor</p> <p>Date</p>	

# APPENDIX B - PAYMENTS UP TO 31 MARCH 2022

# B

## Andover Town Council

### Expenditure transactions - approval list

Start of year 01/04/21

Tn no	Cheque	Gross	Heading	Invoice date	Details	Cheque Total
1761	BACS:	£676.20		31/03/22	A1 Loo Hire - Hire of toilets for 7 allotment sites - March 2022	£676.20
1		£96.60	4500/1/4/1		Inv: 711832 Mylen Road	
2		£96.60	4500/1/6/1		Inv: 711833 The Drove	
3		£96.60	4500/1/7/1		Inv: 711834 Vigo Road	
4		£96.60	4500/1/5/1		Inv: 711835 Old Winton Road	
5		£96.60	4500/1/3/1		Inv: 711836 Churchill Way	
6		£96.60	4500/1/2/1		Inv: 711837 Barlows Lane	
7		£96.60	4500/1/1/1		Inv: 711838 Admirals Way	
1762	BACS:	£144.00	4210/8	27/01/22	Alto Digital Networks Ltd - Photocopying charges B&W and Colour July 2021 - Jan 2022	£144.00
1763	DDCOBWE BMarch2022	£283.02	4000/5	26/03/22	Cobweb Solutions Ltd - Provision of office 365 April 2022	£283.02
1765	BACS:	£437.66	4210/12	30/03/22	James Hallam Council Guard - Insurance - Aviva - GPA/Sickness/Business/Travel Period 01.04.2022 - 31.03.2023	£5,457.15
1766	BACS:	£5,019.49	4210/12	30/03/22	James Hallam Council Guard - Commercial Combines Insurance Period 01.04.2022 - 31.03.2023 (Including Public Liability)	£5,457.15
1767	BACS:	£900.00	4210/3	30/03/22	The Incuhive Group - Monthly Office Rental Payment April 2022	£900.00
1768	BACS:	£400.00		31/03/22	M B Pest Services - Pest Control Services for 7 allotment sites	£400.00
1		£57.14	4500/1/1/8		Pest Control - March 2022 - AW	
2		£57.14	4500/1/2/8		Pest Control - March 2022 - BL	
3		£57.14	4500/1/3/8		Pest Control - March 2022 - CW	
4		£57.14	4500/1/4/8		Pest Control - March 2022 - MR	
5		£57.14	4500/1/5/8		Pest Control - March 2022 - OWR	
6		£57.14	4500/1/6/8		Pest Control - March 2022 - TD	
7		£57.16	4500/1/7/8		Pest Control - March 2022 - VR	
1769	BACS:	£282.47	4210/15	28/03/22	Moore's Cleaning Services Ltd - Office Cleaning Services March 2022	£282.47
1770	BACS:	£119.98	4000/3	23/02/22	Karen Ross - Locum Clerking Services - Town Council 23.02.2022	£119.98
1771	BACS:	£252.00	4100/4	25/03/22	Test Valley Borough Council - Hire of Conference Room and Board Room - The Lights - 3 & 15 Feb 22 & 14 Feb, 7 & 28 March 22	£252.00
1772	BACS	£153.40	4210/9	05/01/22	Viking Supplies - Paper, envelopes, ink cartridges	£153.40
		£60.00			Confidential	
<b>Total</b>		£8,728.22				

Signature

Date

07/04/22 09:56 AM Vs: 8.72.01

Signature

Page 1

## APPENDIX C – PAYMENTS UP TO 6 APRIL 2022

C

ANDOVER TOWN COUNCIL PAYMENTS UP TO 6 APRIL 2022

Bacs/Cheque No	Invoice Date	Invoice No	Supplier	Budget Head	Goods/Supplies	Cost (£)
	01.04.2022	4563	Evolve Websites (Formerly Custom Studio)	4000/6/2	Website hosting April 2022	£35.94
	01.04.2022	1078	Forest Call Handling	4200/1	Call Handling March 2022	£152.40
<b>TOTAL</b>						<b>£188.34</b>



## GENERAL TERMS AND CONDITIONS RELATING TO OUR ENGAGEMENT (PAYG)

Please note that these Conditions contain provisions at clause 15 limiting our liability. These provisions are important and should be read carefully.

### 1. Introduction

1.1 This document sets out the terms of our engagement and limits of liability between

- (1) Andover Town Council ("you", "your", "Client") and
- (2) The HR Services Partnership Limited, trading as WorkNest HR, its subsidiaries, parent and Group companies and successors ("us", "we", "WorkNest HR" or the "Company").

1.2 Your agreement to these Conditions can be given by either, signing and returning a copy of this document; confirming your agreement in an email or letter; or just by continuing to instruct us.

1.3 These Conditions apply to our Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or in the course of dealing.

### 2. Instructing Us

2.1 Subject to the terms of our Agreement, WorkNest HR will provide the Services in accordance with your reasonable instructions. We will take instructions from the Chair, Chief Executive Officer, or director, and any other employees nominated by you.

2.2 For us to provide the Services, we rely on you to provide us with all relevant information, documents and instructions as soon as you can and to tell us promptly of any relevant changes during the course of our Agreement.

2.3 WorkNest HR shall use all reasonable endeavours to meet any performance dates in your instructions, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

2.4 WorkNest HR reserves the right to amend your instructions if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature and quality of the Services.

2.5 The Client shall:

- i. ensure that the instructions it provides are complete and accurate;
- ii. provide WorkNest HR with such information and materials as WorkNest HR may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- iii. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- iv. co-operate with WorkNest HR in all matters relating to the Services;
- v. comply with all applicable laws, including health and safety laws;
- vi. where relevant to the Services being performed, provide WorkNest HR, its employees, agents, and consultants, with access to the Client's premises, office accommodation and other facilities as reasonably required by WorkNest HR; and



- vii. where relevant to the Services being performed, keep all materials, equipment, documents and other property of WorkNest HR at the Client's premises in safe custody at its own risk and maintained in good condition until returned to WorkNest HR, and not dispose of or use materials, equipment, documents and other property of WorkNest HR other than in accordance with WorkNest HR's written instructions or authorisation.

2.6 If WorkNest HR's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation:

- i. without limiting or affecting any other right or remedy available to it, WorkNest HR shall have the right to suspend performance of the Services until the Client remedies such act, omission or failure, and WorkNest HR may rely on such act, omission or failure to relieve it from the performance of any relevant obligations;
- ii. WorkNest HR shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from WorkNest HR's failure or delay to perform any of its obligations as set out in this clause 2.6; and
- iii. the Client shall reimburse WorkNest HR on written demand for any costs or losses sustained or incurred by WorkNest HR arising directly or indirectly from such act, omission or failure of the Client.

### **3. Conflicts of interest**

3.1 WorkNest HR acts in the best interests of the Client and Services are provided to the Client rather than any one individual. We take conflicts or perceived conflicts of interest very seriously and we will notify you in the event that we believe there to be a possible or actual conflict of interest during the course of our Agreement.

3.2 If you ever feel there could be a conflict of interest, you agree that you will let us know immediately.

### **4. Advice and contact names**

4.1 Services are provided by employees of WorkNest HR and all clients have a named Consultant who will normally be your lead point of contact. Your Consultant will lead on the provision of Services and will draw on the experience of other team members as required.

4.2 From time to time we may use the services of an Associate to support with specific pieces of work. We will discuss this with you should this arise. In the event that we use the services of an Associate, the Services will continue to be provided under the terms of this Agreement unless otherwise notified. Any Associate will have a written agreement with the HR Services Partnership Ltd.

### **5. How we work**

5.1 We offer a wide range of Services from advising on day-to-day HR queries to updating policies and contracts, drafting letters, meeting plans, or undertaking projects such as developing appraisal schemes, salary benchmarking, training, re-organisations, HR strategy or, drafting the HR aspects of the business plan.

5.2 We endeavour to provide the Services flexibly, to suit your needs. We do not have a one size fits all approach but rather seek to provide advice and services that reflect your ethos, your appetite to risk, your priorities and your policies.



5.3 Clients either call us on an as-and-when basis or integrate us into their organisation as their HR department. The Services set out in annex 1 of this Agreement are generically available to all clients from time-to-time. If you rely on us exclusively to provide specific services, these are defined in annex 3.

## **6. Cost of services**

6.1 You have engaged us under a Pay-As-You-Go (PAYG) agreement which is designed for clients requiring ad-hoc and infrequent HR support delivered either face-to-face, over the telephone, or by email.

6.2 Whilst providing the Services under a PAYG agreement, we have agreed to invoice you on a monthly basis for any work carried out in the previous calendar month. We will usually delay invoicing for accumulated work totalling less than 15 minutes until 31<sup>st</sup> March each year.

6.3 We will document all the support provided during the month and issue you a balance sheet with your invoice, which will include any expenses. Please check your invoice and balance sheet carefully and let us know within 7 days of receipt if you believe there has been an error. After 7 days of receipt you will be deemed to have accepted the invoice and balance sheet if you have not notified us of an error.

6.4 Whilst providing the Services under a PAYG agreement, we will invoice you £90 per hour. If you are a member of the NCVO then we will discount this to £85 per hour as soon as you let us know you are a member. If you cease your NCVO membership you are required to notify us immediately. We will adjust your account accordingly from your date of leaving.

## **7. Travel and expenses (Travel subject to restrictions during the Covid 19 pandemic)**

7.1 We frequently meet clients in their offices either on a regular or occasional basis. Meetings at client's premises are usually to support managers in meetings with staff, to deliver training or a briefing, trustee meetings or for planning meetings. Most day-to-day Services are provided over the telephone and by email.

7.2 From time-to-time we may incur expenses, often referred to as disbursements, when working on your matters which you are responsible for paying. These include our own expenses such as travelling, subsistence or expenses we incur with third parties.

7.3 Any travelling costs by car would be charged to you at 45 pence per mile and any rail and reasonable subsistence costs will be invoiced monthly. Travel time is charged at the hourly rate. VAT will be charged on our travel costs.

7.4 Where we instruct a third party on your behalf we will usually agree this with you in advance. Third party costs would typically be (but are not limited to):

- advertising costs for recruitment,
- the cost of Personality profiles for team development or individual coaching
- solicitor's costs where a legal view is required,
- software costs where we provide access to HR software,
- health and safety advice from a specialist associate,
- occupational health where we commission a medical assessment on your behalf.

- 7.5 If we do instruct a third party on your behalf under clause 7.4, we will invoice you for the expenses we incur. Alternatively, you may contract directly with the third-party. We are not acting as an agent or representative of the third-party and you should satisfy yourself that they meet your requirements. WorkNest HR can work with your providers of such services by agreement.
- 7.6 By agreeing to these Conditions, where we instruct a third party you are consenting to us outsourcing Services to third parties and to forward documents and other information to them relating to the work we do for you. Any third-party will have confirmed their compliance with GDPR and have signed a confidentiality agreement with us.

## 8. Invoicing and payment

- 8.1 Invoices and balance sheets will normally be sent to the Chief Executive by email to maintain confidentiality. Payment of invoices is due within 15 days, and should be made into the following account:-

Bank name	HSBC	Bank account number	11376098
Sort code	40-11-60	Reference	Invoice number or client name

- 8.2 All costs are subject to VAT.
- 8.3 All amounts due under our Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.4 Late Payment. We try to keep our charges down as much as possible and prompt payment helps us to do this. If payment is not received by the due date, we reserve the right to charge an administration fee of £30 in addition to interest on the unpaid amount, currently 4% above the Bank of England's base rate from the date the invoice was due. We also may stop working on your matter until outstanding invoices are settled.
- 8.5 Fraud Prevention. Please be aware of cyber-crime. We will NOT notify changes to our bank account details by email. If you receive any communications suggesting that the Company's bank account details have changed, you should contact the Company via the number on our website or our headed notepaper immediately to confirm the details before making payment. Please be aware that a phishing email may contain contact details for the HR Services Partnership or WorkNest HR. We are unable to accept liability if you transfer money to the wrong account.

## 9. Marketing

- 9.1 From time to time we may wish to contact you by email to share important information. Such information could include updates on employment matters; general HR information as well as notifications with regards to changes in our accessibility (i.e. phone or email outage, closedown arrangements etc). Please confirm that you agree to receive such information by ticking the box at the end of these Conditions. You can opt out of such emails at any time.
- 9.2 If you are an NCVO member, you agree that WorkNest HR shares your contact details with the NCVO.



## 10. Quality assurance

10.1 We look beyond the narrow HR focus to understand your ambitions, attitude to risk, your values and culture. We then work towards ensuring that HR support is consistent with these. Our own values are focused on delivering excellent customer service and we do this in a number of ways

- clients are supported by a dedicated, named Consultant usually with a secondary contact point
- clients receive continuity of support rather than via a call centre
- Consultants are fully qualified members of the Chartered Institute of Personnel and Development
- our Consultants are all employed, not associates
- support is provided in a flexible and cost-effective way
- we will endeavour to respond promptly to requests for advice and assistance and will agree response times with you
- we will not undertake work of a substantial nature without your approval
- we operate a system of 'peer review' which ensures that any contracts, policies or significant letters (e.g. related to dismissals) are 'peer reviewed' before they are issued
- we will regularly seek and welcome feedback from you to ensure we continue to meet your needs.

## 11. Length of contract

11.1 Subject to clause 12, there is no minimum contract period required.

## 12. Termination

12.1 We hope that we will continue to work with each other for many years but if you decide the Services are not for you we would ask that you confirm your decision to terminate our Agreement in writing. Unless and until we have received written notice and the period of notice has expired, you will remain a client of WorkNest HR.

12.2 We ask that you provide as much notice of termination as possible but in any event you shall not give less than 30 days' prior written notice. Any outstanding invoice or deficit hours and expenses would be immediately due and payable in accordance with these Conditions if you decide to terminate our Agreement.

12.3 There are circumstances where we may decide to end our Agreement. We will usually do this only if we have a good reason. Such reasons will be determined by us at our absolute discretion and could include being conflicted, inappropriate behaviour towards WorkNest HR staff, or non-payment of our bills. If we decide to terminate our Agreement, we would give you at least 30 days' prior written notice unless clause 12.5 applies.

12.4 In the event notice is served by either party, it is your responsibility to request WorkNest HR to forward any data held by WorkNest HR about your organisation within three months of termination. Any such data will be supplied in electronic format.

12.5 Without affecting any other right or remedy available to it, WorkNest HR may terminate the Agreement with immediate effect by giving written notice to the Client if:

- i. the Client fails to pay any amount due under the Agreement on the due date for payment;
- ii. the Client commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to fully remedy that breach within 7 days of being notified to do so;
- iii. the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- iv. the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- v. the Client's financial position deteriorates to such an extent that in WorkNest HR's opinion the Client's capacity to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

12.6 Without affecting any other right or remedy available to it, WorkNest HR may suspend the supply of Services if the Client fails to pay any amount due under the Agreement on the due date for payment, the Client becomes subject to any of the events listed in clause 12.5(iii) to clause 12.5(v), or WorkNest HR reasonably believes that the Client is about to become subject to any of them.

12.7 On termination of the Agreement:

- i. the Client shall immediately pay to WorkNest HR all of its outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, WorkNest HR shall submit an invoice, which shall be payable by the Client immediately on receipt;
- ii. the Client shall return all of the property belonging to WorkNest HR. If the Client fails to do so, then WorkNest HR may enter the Client's premises and take possession of its property. Until its property has been returned, the Client shall be solely responsible for its safe keeping and will not use it for any purpose not connected with the Agreement.

12.8 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

12.9 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

### 13. Confidentiality and Data Protection

13.1 For us to provide the Services to you, it is necessary for us to process personal data on your behalf. Both parties agree to comply with all applicable requirements of relevant Data Protection Legislation and nothing in this Agreement relieves, removes or replaces a party's obligations under Data Protection Legislation.

13.2 For the purposes of Data Protection Legislation, you are the Data Controller and we are the Data Processor. Annex 2 to these Conditions sets out the scope, nature and purpose of processing by us, the duration of such processing and the types of personal data and applicable categories of Data Subjects.



### 13.3 Our obligations

WorkNest HR shall:

- i. Only process Personal Data as directed by you (and in accordance with your instructions) and always solely for the purposes of providing the applicable Services to you;
- ii. maintain records of any processing of Personal Data we carry out on your behalf;
- iii. ensure that we have in place appropriate technical and organisational measures in accordance with the Data Protection Legislation to protect against unauthorised or unlawful processing of Personal Data and against accidental loss, destruction or alteration of, or damage to, Personal Data and, where requested, provide you with evidence of such measures;
- iv. take reasonable steps, including the provision of appropriate training, to ensure the reliability, competence and integrity of all personnel who have access to and/or process Personal Data;
- v. not transfer any Personal Data outside of the European Economic Area without your prior written consent and in accordance with any terms you may impose on such transfer;
- vi. not subcontract any processing of Personal Data without your prior written consent and in accordance with any terms you may impose on such transfer;
- vii. assist you, at your cost, in responding to any request from a Data Subject within such reasonable timescale as you may specify and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security breach;
- viii. respond to, at your cost, notifications, impact assessments and consultations with supervisory authorities or regulators within such reasonable timescales as you may specify;
- ix. notify you without undue delay of becoming aware of a Personal Data Breach;
- x. at your written direction, permanently and securely destroy or return all Personal Data and copies thereof to you on termination of our Agreement (unless we are required by applicable law to store the Personal Data);
- xi. allow you (or your designated auditor) reasonable access during business hours, during the term of the Agreement to our records and personnel, for the purpose of performing audits designed to confirm compliance. Such audit rights may be exercised only once in any calendar year; and
- xii. ensure that all employees have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### 13.4 Your Obligations

You warrant that:

- i. you are not aware of any circumstances likely to give rise to breach of the Data Protection Legislation (including any Personal Data Breach);
- ii. you are entitled to process the Personal Data for the purposes of our provision of Services and such use will comply with all Data Protection Legislation;
- iii. you have a lawful basis under the Data Protection Legislation to transfer the Personal Data to us for processing;
- iv. you will promptly notify us of any action we must take to assist you with ensuring compliance with your obligations under Data Protection Legislation, including with request to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- v. the Personal Data is necessary, adequate, relevant, accurate and up-to-date and you will notify us promptly of any changes to the Personal Data; and
- vi. you shall notify us in writing when an employee about whom we have provided Services, leaves your organisation to allow us to erase data.

13.5 You shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with any breach by you of this clause 13.

#### **14. Copyright**

- 14.1 You agree that the copyright and all other Intellectual Property Rights arising out of or in connection with the Services including (without limitation) in all advice, reports, letters, information, images and other documents that we create for you belongs to us.
- 14.2 A fully paid-up, non-exclusive, royalty-free licence is granted by WorkNest HR to the Client to reproduce policies, procedures, forms or any other documentation that we provide exclusively for your own internal use only.
- 14.3 Sub-licensing, assigning, transferring, copying, hiring or lending any rights granted in clause 14.2 to any other organisation or individual, whether for financial gain or not is strictly prohibited.
- 14.4 The Client grants WorkNest HR a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to WorkNest HR for the term of the Agreement for the purpose of providing the Services to the Client.

#### **15. Our Liability in Connection with the Services**

- 15.1 Save as expressly mentioned in these Conditions, it is not intended by the parties to this Agreement that any term which may be construed as conferring a benefit on any person who is not a party to this Agreement should be enforceable by such party, whether under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise. Unless we agree otherwise expressly and in writing, signed by a Director, no other party may rely on our advice.
- 15.2 If, arising out of our Agreement, a third party makes a claim against the Company or we are joined in any proceedings you agree to indemnify the Company against any loss or damage (including all reasonable costs and expenses) which we may suffer in connection with any such claim or proceedings unless the losses arise from our professional negligence, breach of contract or breach of statutory duty.
- 15.3 Subject to clause 15.5, WorkNest HR's total liability in aggregate for any claims in contract, tort (including negligence or breach of statutory duty), or otherwise arising out of or in connection with the Agreement, and/or the Services, shall be limited to a sum equal to the Fees paid by the Client for Services during the 12 months immediately preceding the date on which the claims arose.
- 15.4 Subject to clause 15.5, WorkNest HR shall have no liability however arising out of or in connection with the Agreement and/or the Services for any direct, indirect or consequential loss of or damage to:



- |               |                   |                          |
|---------------|-------------------|--------------------------|
| i. income;    | ii. costs;        | iii. business;           |
| iv. contract; | v. opportunities; | vi. anticipated savings; |
| vii. data;    | viii. goodwill;   | ix. reputation;          |
| x. use;       |                   |                          |

15.5 Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- i. death or personal injury caused by negligence;
- ii. fraud or fraudulent misrepresentation; and
- iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

15.6 This clause 15 shall survive termination of the Agreement.

#### **16. Non-solicitation**

16.1 It is our intention that we work closely with you in supporting you with your HR needs. This will inevitably lead to a situation where you form a close working relationship with our staff. As a term of our Agreement, you agree that you will not approach any employee of the HR Services Partnership to offer them a position within your organisation during the term of our Agreement or within two years after its termination. In the event that you employ one of our employees, on a permanent, self-employed or fixed term basis, we reserve the right to charge you a fee equivalent to 25% of the annual salary paid by the HR Services Partnership or by you, whichever is the greater.

#### **17. Force Majeure**

17.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **18. Assignment and other dealings**

18.1 WorkNest HR may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

18.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of WorkNest HR.

#### **19. Entire Agreement**

19.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

19.3 Nothing in this clause 19 shall limit or exclude any liability for fraud.

#### **20. Variation**

20.1 Except as set out in these Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **21. Waiver**

21.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### **22. Severance**

22.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 22 shall not affect the validity and enforceability of the rest of the Agreement.

#### **23. Notices**

23.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

23.2 Any notice shall be deemed to have been received:

- i. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- ii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

23.3 This clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

#### **24. Feedback**

24.1 We welcome feedback on how we are performing. We may invite you to participate in a survey, so that you can let us know how we have performed.

24.2 You agree that any testimonial you give may be used in our marketing materials.

#### **25. Review and amendment to terms and conditions of business**

25.1 We review our Fees and these Conditions in April each year to ensure they remain realistic and competitive. Any changes to these Conditions will be notified to you in advance and any changes will be effective 30 days after notification.



**26. Interpretation**

26.1 This Agreement is governed by and construed in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with it.

**27. Acceptance**

27.1 The undersigned confirms they are authorised by the Client to enter into this Agreement, accepts these Conditions and authorises WorkNest HR to commence work and provide the Services in accordance with it.

Please indicate if you agree to receive information by email as provided under clause 9 by ticking the boxes below. You can change your mind at any time by letting us know that you wish to opt out.

Emails to let you know about matters affecting our services to you ☐ ☐  
(i.e. telephone / email or power outages, Christmas closedown arrangements).

I agree to receive employment law and HR updates by email ☐ ☐

I agree to receive information about training events run by HR Services Partnership ☐ ☐

Signed .....

Name ..... Date .....

Organisation .....

**Annex 1 Definitions**

The following terms as used in this Agreement have the following meanings:

Agreement	Means the contract between WorkNest HR and the Client for the supply of Services in accordance with these Conditions.
Associate	Means a professionally qualified specialist, engaged by WorkNest HR on a freelance contract.
Client	Means the entity engaging WorkNest HR to perform the Service(s)
Conditions	Means these terms and conditions of business which may be amended by WorkNest HR from time to time in its sole discretion.
Consultant	Means a CIPD qualified professional employed by WorkNest HR as an HR Consultant or HR Adviser
Data Controller	Has the meaning given to it in Data Protection Legislation.
Data Processor	Has the meaning given to it in Data Protection Legislation.
Data Protection Legislation	The GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable European Commission decisions, binding EU/national guidance and codes of practice issued by a supervisory authority and all national implementing legislation together with any amendments, successor or replacement legislation to the GDPR.
Data Subjects	Has the meaning given to it in Data Protection Legislation.
Fees	Means any and all fees charges or other payments due from the Client to WorkNest HR under this Agreement.
GDPR	EU General Data Protection Regulation (EU) 2016/679.
WorkNest HR	Means The HR Services Partnership Limited Company number 04629955
Intellectual Property Rights	means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;
NCVO	The National Council of Voluntary Organisations
Normal Working Hours	Monday to Friday, 09:00 to 17:30 with the exception of Bank holidays and the working days falling between Christmas and New year in addition to occasional days where we close for staff training.
Personal Data	Has the meaning given to it in Data Protection Legislation and relates only to personal data, or any part of such personal data, processed by us as a result of, or in connection with, the provision of the Services.
Personal Data Breach	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
Pay-As-You-Go (PAYG)	Means the provision of the Services by WorkNest HR for which an invoice will be issued at the end of each calendar month for work undertaken in the previous month.
Pre-Pay	Means the provision of the Services by WorkNest HR having paid in advance

25/03/2022

Commercially confidential information

12

Retainer	Means the provision of the Services by WorkNest HR under an ongoing monthly retainer
Service(s)	<p>Means the provision of HR advice and guidance to the Client usually within Normal Working Hours, including the following and any other services agreed between you and us:-</p> <ul style="list-style-type: none"> <li>• Developing a people strategy</li> <li>• Developing and facilitating Executive and board away-days</li> <li>• Team building activities</li> <li>• Developing core or job specific competences</li> <li>• Drafting documentation such as employment contracts and people policies</li> <li>• Guidance on the management of employee / employer disputes</li> <li>• Settlement agreements</li> <li>• Absence and performance management</li> <li>• Training and development</li> <li>• Restructures and redundancy processes</li> <li>• Advice, information and guidance on Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)</li> <li>• Advice, information and guidance on HR database systems</li> <li>• Recruitment and selection, including running campaigns</li> <li>• Devising and running Staff surveys</li> <li>• Appraisal schemes and policies</li> <li>• Pay and benefits information, advice and guidance including salary benchmarking</li> <li>• Investigations</li> <li>• Advice, information and guidance on equality and diversity</li> <li>• Setting up and / or leading your internal HR department</li> <li>• Coaching managers</li> </ul>

## **Annex 2      Scope, nature and purpose of data processing**

### **1. Subject-matter and duration of processing**

We will process data on your behalf for the performance of the Services under this Agreement for the duration of the Agreement, until otherwise notified to you.

We will delete all personal data from job applicants applying for employment with the Client six months from completion of the selection process (either on appointment of a candidate or from the notification that all applicants have been unsuccessful).

We will archive other personal data following the termination of this Agreement for a period of 6 years to enable us to respond to any claim that advice given has led to a breach of employment contract. Because we will retain your data, we will continue to be a processor despite it being archived.

25/03/2022

Commercially confidential information

13



## **2. Nature and purpose of processing**

WorkNest HR will process the data you provide us in order to perform the Services under this Agreement. The data will be stored on encrypted servers within the EU.

If we need to print a hard copy of the Data (to take to a meeting for example) we will securely destroy the copy within 6 months of the specific project being concluded.

Access to electronic data is protected by secure user passwords which are changed from time-to-time on the advice of IT specialists.

## **3. Categories of personal data**

Client's data which may include personal and personal sensitive data regarding the Client's volunteers, applicants, employees, and former employees.

## **4. Categories of data subjects**

Volunteers, applicants, employees, and former employees

## **Annex 3 Defined Services**

The client will notify WorkNest HR of Services required on a day-to-day basis and have not requested any specific services that it will rely on WorkNest HR to provide.