

FAWLEY PARISH COUNCIL

To All Councillors: B Thorne (Vice-Chairman), A Carcas, B Coyston, A Glass, B Hall, T Matthews, D McElhenny, S Milgate, D Poole, J Poole, S Read, C Reece, A Sanders, K Smith.

The Chairman has called an Extraordinary meeting of Fawley Parish Council which will be held on Wednesday, 29 July 2020 at 7pm using the Zoom video conferencing solution at which your attendance is requested. Only items on the agenda can be discussed. Standing orders will be suspended to allow public participation of up to 15 minutes after item 20/32. This meeting will be held in accordance with s78 of the Coronavirus Act 2020, The Local Authorities and Police & Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020 ("the 2020 Regulations") which came into force on 04 April 2020.

The 2020 Regulations enable local councils to hold remote meetings (including by video and telephone conferencing) for a specific period until May 2021. The 2020 Regulations apply to local council meetings, committee and sub-committee meetings in England.

The press and public are welcome to join the meeting and should contact the Clerk to the Council for details on how to connect to the meeting.

All attendees should try to join the meeting at least 5 minutes prior to the start of the meeting to allow for any connection problems.

SUMMONS



.....
Cllr A Alvey, Chairman
23 July 2020

AGENDA

20/30 Apologies.

20/31 Declarations of Interest and dispensations:

- 31.1 To receive declarations of interest from councillors on items on the agenda
- 31.2 To receive written requests for dispensations for disclosable pecuniary interests (if any)
- 31.3 To grant any requests for dispensation as appropriate

20/32 Chairman's Announcements.

Suspension of standing orders

PUBLIC SESSION

Standing orders reinstated

20/33 To agree Unity Trust Bank Standard Indemnity Agreement for Direct Debits (see attached).

20/34 Date of next meeting: 09 September 2020.

STANDARD INDEMNITY – UNINCORPORATED ASSOCIATION

To each credit institution which, from time to time, holds an allocation of UK sorting code numbers and against whose customers' accounts we may make direct debit payment requests ("Direct Debits").

1 In consideration of your each accepting instructions from time to time from us, or from our agent or anyone purporting to be our agent, to debit yourselves or the account of your customers with the amounts specified in such instructions.

WE UNDERTAKE TO INDEMNIFY each of you, on your first demand, against any claim made against you as a result, directly or indirectly, of your acting or failing to act on any such instruction.

2 The claims referred to in paragraph 1 above include legal actions, and references to any ombudsman or similar scheme, as well as demands made directly to you. We agree that any of you may accept, reject or compromise any claim without consulting us and without thereby reducing our liability under this indemnity.

3 We acknowledge that the operation of the Direct Debit Scheme as a high volume system does not always allow the checking of every debit against instructions held, and agree that this Indemnity shall apply whether or not any such check has been made, and whether or not any instruction has been received from your customer and remains in force.

4 We similarly agree that you are under no obligation to enquire whether or not any condition or purpose of payment specified in any instruction has been complied with.

5 We agree at all times to comply with the rules of the Direct Debit Scheme as set out in the Service Users' Guide and Rules to the Direct Debit Scheme, as amended from time to time.

6 We shall make payment under this Indemnity on your first demand and without proof of loss within 14 working days of the date of a properly completed claim from you.

6.1 Having paid a claim under this Indemnity, we retain the right to make a repayment claim against you to the extent that any loss was caused by your or your agents' failure to comply with the requirements of the Direct Debit Scheme set out in the *Service User's Guide and Rules to the Direct Debit Scheme (the Guide)* as amended from time to time, and in accordance with the procedures set out in the Guide. [In the Guide, such a repayment claim is called a "Counter Claim".]

6.2 Any repayment claim shall be made following the procedures set out in the Guide within 14 working days of payment of the claim.

6.3 Following resolution of the repayment claim any sum due to us will be paid within 90 days.

7 This Indemnity is given in addition to any other indemnity already given either by us or by any other person in support of our participation in the Direct Debit Scheme. Should there be a direct conflict between any of the terms of this Indemnity and any earlier one, the term of this Indemnity shall prevail.

8 This Indemnity shall continue to apply notwithstanding any payment made by us, any account stated, or any compromise, waiver, or indulgence made by either you or us in respect of any claim or repayment claim.

9 This indemnity shall not be affected by any change in name of any of you, or of us, or of any change in the legal status of any of you including any change brought about by merger or amalgamation, in which case it shall apply for the benefit of the merged company, or any successor company.

10 We may terminate this Indemnity at any time by giving notice to our sponsoring bank and to each other financial institution who has accepted the cover it provides, but shall remain liable in respect of any debits that have been originated before such notice is received by each institution.

11 This Indemnity shall be governed by, and interpreted in accordance with, the laws of England.

12 Any legal proceedings against us arising out of this Indemnity may be commenced, at your choice, in either the courts of England (to which we irrevocably and unconditionally submit) or the courts of the country in which we are incorporated or the courts of any country in which we carry on business.

13 We shall promptly inform you of any change in our name, constitution or legal status. In giving this Indemnity the signatories each acknowledge that they shall continue to be bound by it notwithstanding any change in the constitution or membership of the body on whose behalf it is given.

14 Should we at any time become, or discover we are, legally incapable of giving effect to this Indemnity (either as a whole or partially) we shall notify you forthwith and shall cease to originate Direct Debits, and shall take such other reasonable steps as you may require in order to protect the interests of your customers and the integrity of the Direct Debit Scheme. If as a result of incapacity we are only partially disabled from giving effect to this Indemnity we shall continue to fulfil all our other obligations under it.

15 Any notice required to be given to us in connection with this Indemnity or any claim may (in addition to any other place at which they may properly be served) be delivered to us at the address given below, or to such other address as may be given by us to Bacs Payment Schemes Limited for this purpose.

Signed by us this _____ day of _____ 20____ for and on behalf of _____
(Service User) whose principal address is at _____

pursuant to a resolution of the* _____ Committee / a General Meeting of Members dated _____
a certified copy of which is annexed to this Indemnity.

Name	Signature	Witnessed by†
1		
2		
3		
4		
5		

*Add Executive or Managing or as appropriate

†Signature, name and address of witness

By signing this Indemnity you will be accepting unlimited personal liability for any claims that may be made arising out of your Direct Debit operations. Only sign it if you wish to be bound by it. It is in your own interest to take legal advice before signing.

Resolution to Provide Direct Debit Indemnity

At a Meeting of the*Committee of.....

held on the day of 20..... the following resolution was passed and has been duly recorded in the minutes:

Resolved that(Service User) participates as an Service User in the Direct Debit Scheme and that

Name: (Signature of person signing) Title (e.g Chairman):

and†

Name: (Signature of person signing) Title (e.g Treasurer):

be hereby authorised to execute a form of Indemnity in the standard form required by those members.

Certified a true copy of the resolution

Name: (Signature of person signing) Chairman

Name: (Signature of person signing) Secretary

Date:

*Add Executive or Managing or as appropriate

†Not fewer than two signatories are generally required.