

**Council Constitution, Part 4.9 - Rules of Procedure  
(Chief Officers & Deputy Chief Officers Disciplinary Procedure Rules:  
Schedule One)**

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STRICTLY PRIVATE & CONFIDENTIAL

Dear \*,

**Re: Local Authorities (Standing Order) Regulations 2006 (as amended)  
In the matter of an investigation into alleged misconduct by \***

On the \* of \* \*, the Appeal & Awards Committee of the City & County of Swansea sitting as the Investigation Committee for the purposes of the above Regulations decided that a complaint of misconduct against the Chief Executive/Monitoring Officer/Chief Financial Officer/Head of Service required to be investigated.

You have kindly agreed to undertake the role of designated independent person pursuant to Regulation 9 of the above Regulations, to carry out an investigation and to thereafter make a report to the authority.

The authority would request that you commence your investigation at the earliest possible opportunity and inform me of the date on which you intend to commence.

The Officer is represented by \* of \* and I would be grateful if you would make contact with their representative to attempt to agree a timescale and format for your investigation. The Authority has designated a liaison officer to assist you and this is \* whose direct dial is \*

This letter sets out the terms of business between the Authority and you

These particulars, the conditions contained in clauses 1 to 11 below and any alterations agreed in writing contain the entire agreement and understanding between you and the authority.

I look forward to receiving one signed copy by return at which point, this agreement will be deemed concluded

Yours sincerely

Chair of Appeal & Awards Committee

**Agreement**

<b>Role/title:</b>	Designated Independent Person for the purposes of the Local Authorities (Standing Orders) Wales Regulations 2006.
<b>Duties:</b>	To carry out a full and impartial investigation into the alleged misconduct of * in accordance with Regulation 9 of the Local Authorities (Standing Orders) Regulations 2006 ('the 2006 Regulations'.) as amended by the Amendment Regulations 2014, the Joint Negotiating

Committee for Chief Executives Conditions of Service and in terms of any procedure agreed between the parties in consultation with you.

To thereafter make a report to the authority in accordance with Regulation 9 of the 2006 Regulations. and to make any recommendations necessary

To advise the authority in relation to the question of suspension as soon as is practicable.

**Fees:**

**Notice of termination:** k by either party

**Commencement Date:**

**Term**

There is no set term, but it is an express term of this agreement that you will make yourself primarily available to the Authority and work on this matter until the completion and presentation of the report and then, upon reasonable notice to be available for a disciplinary and appeal hearing if applicable.

**Engagement**

Your engagement under this agreement starts on the Commencement Date and shall continue until the completion of the investigation, presentation of the report and, if applicable, any appeal hearing or the expiry of any Term or notice served under this agreement.

**1 Duties and responsibilities**

- 1.1 You are engaged to perform the duties outlined in these particulars and shall promptly give all advice and assistance within your power on any matter in the scope of your duties. Whilst carrying out the investigation, you are required to adhere to the statutory provisions and the JNC conditions.
- 1.2 When your work requires co-ordination with other persons working for us, you will make yourself available in our normal business hours.
- 1.3 This agreement is with you personally and you may not sub-contract or assign any of its rights or obligations without our prior written consent, but you may at your expense engage some other person acceptable to us to perform such of your duties as we agree and which you are unable to perform.

**2 Place of work**

There is no set place of work however; we anticipate that in an effort to avoid any disruption of the effective running of the Authority's functions that you will interview all staff members at or very near their place of work.

## 2.1 Fees

We shall pay your fees as shown in the particulars plus VAT (if applicable) within 30 days of receipt of your invoice, which you will render to us within one month of the end of each month.

## 2.2 Office Facilities

If appropriate we shall make available free of charge suitable office space and such other facilities as may be necessary to enable you to properly perform your duties.

## 2.3 Expenses

It is anticipated that the hourly rate agreed will be inclusive of all expenses, however, if there should be unusual expenses you will notify us of these in writing in advance of their being incurred for us to agree. If these expenses are agreed, we shall on the presentation of your invoice or other evidence of actual payment reimburse you for all expenses reasonably and properly incurred in the discharge of your duties and agreed in advance by us.

## 2.4 Confidential information

Except as authorised or required by your duties you shall keep secret and shall not use or disclose and shall use your best endeavours to prevent the use or disclosure of any of our confidential information. This shall include but is not limited to information relating to our business organisation, transactions, finances, technology, processes, specifications, methods, designs, formulae, technology or other of our business activities or affairs or those concerning our customers and suppliers.

## 2.5 Termination

2.5.1 Your engagement may be terminated by you or us by serving one week's written notice to the other.

2.5.2 We shall in addition have the right to terminate this agreement immediately and without liability for compensation or damages if you:

2.5.3 Fail to comply with any express or implied obligations under this agreement;

2.5.4 Fail or cease to perform your duties under this agreement to our reasonable satisfaction;

2.5.5 Become unable or are prevented from carrying out your duties under this agreement because of illness or injury or any other cause.

## 3 Tax and national insurance contributions

3.1 You warrant to us that you operate in business on your own account and are therefore 'self-employed' (i.e. an independent contractor) for all purposes under this agreement and that in consequence any remuneration which we pay to you forms part of your profit chargeable to income tax under Schedule D.

3.2 You will pay all taxation or national insurance contributions payable in connection with remuneration received from us and shall fully compensate and indemnify us on demand for any liability which we may suffer in connection with them.

4 **Variation**

No variation of this agreement or oral promise or commitment related to it shall be valid unless made in writing and signed by or on behalf of both of us.

5 **Interpretation**

This agreement shall be governed by English law and you consent to the exclusive jurisdiction of the English courts in all matters regarding it.

**Signed for and on behalf of the City & County of Swansea**

.....  
**Chief Executive/Monitoring Officer**

Date.....

Signed.....

\*

Date.....