

SECOND DRAFT

**TERMS OF OFFICER INDEMNITY
LOCAL GOVERNMENT (CONTRACTS) ACT 1997**

1. This resolution applies to the Treasurer ("Treasurer") for the Authority (being the responsible officer for the Authority pursuant to section 73 of the Local Government Act 1985) whose duties include signing a Certificate within and for the purposes of the Local Government (Contracts) Act 1997 in respect of the Waste Management and Recycling Contract proposed to be entered into between the Authority and Veolia ES Merseyside & Halton Limited on 15 May 2009 ("the Contract").
2. The Authority shall, subject to the exceptions and other terms of this indemnity set out below, indemnify and keep indemnified in full the Treasurer against any claim, award or penalty made against him or liability incurred by him (including costs and expenses incurred by him and/or awarded against him) and will not itself make claims against him for any loss or damage relating to any action or failure to act of the Treasurer in the course of or in connection with signing a Certificate within paragraph (1) above.
3. The Authority is satisfied that it will directly facilitate the discharge of the functions under which the Contract is entered into to indemnify the Treasurer in the terms of this resolution.
4. The exceptions are:
 - 4.1. any amount, which results directly or indirectly from the commission of a criminal offence of which the Treasurer is convicted, save where the Authority, upon consideration of all the circumstances determines that the Treasurer shall nonetheless benefit from the indemnity; and/or
 - 4.2. any amount directly or indirectly resulting from the fraud or dishonesty of the Treasurer.
5. Notwithstanding any limitation on the powers of the Authority, the indemnity is effective to the extent that the Treasurer in issuing or authorising any document containing any statement as to the powers of the Authority, or any statement that certain steps have been taken or requirements fulfilled, believed that the contents were true, and it was reasonable for the Treasurer to hold that belief at the time when he acted.
6. The indemnity is also effective in relation to any action or failure to act which is subsequently found to be beyond the powers of the Authority or the Treasurer but only to the extent that he reasonably believed that the act in question was within its or his powers at the time at which he acted.
7. Should the Treasurer recover his legal costs on an award of costs or otherwise, he shall reimburse the Authority in respect of monies paid under this indemnity to the extent that the costs have been recovered by him.

8. The indemnity will only extend to cover actual direct or indirect loss and expense incurred and evidenced by the Treasurer to the satisfaction of the Authority's Monitoring Officer.
9. The resolution shall not apply to the extent that the Treasurer, without prior written approval of the Authority (which shall not be unreasonably withheld or delayed), admits liability or compromises any claim falling within the scope of this indemnity.
10. All references to statutory provisions in this resolution apply to such provision as it may be amended from time to time, or to any enactment, which replaces it.
11. The resolution shall be a term of the contract of employment of the Treasurer for the Authority.