

# ONCHAN DISTRICT COMMISSIONERS

*Hawthorn Villa,  
79 Main Road, Onchan.*

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## ORDINARY MEETING

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*22<sup>nd</sup> June 2022*

Sir/Madam

You are hereby summoned to attend an **ORDINARY Meeting of the Authority** to be held in the Boardroom at **HAWTHORN VILLA, 79 MAIN ROAD, ONCHAN** to transact the undernoted business on:

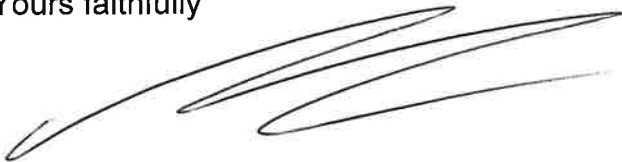
**Monday 27<sup>th</sup> June 2022**

**7:00 pm - Board Meeting**

which will be followed by a meeting of the Board sitting **IN COMMITTEE**. Items on this agenda marked **(P)** will be considered in private, and correspondence is circulated separately.

**Please note that the minutes referred to in the agenda have yet to be confirmed by the Authority as a true and correct record of proceedings at the various meetings, and will be published after ratification.**

Yours faithfully



**R. PHILLIPS  
ACTING CHIEF EXECUTIVE/CLERK**

## AGENDA

*The order of business at every meeting of the authority shall be in accordance with that laid down in Standing Order No. 24 unless varied by the Chairman at his discretion (with the exception of items 1, 2, 3 or 4 which cannot be varied) or by a resolution duly moved and seconded and passed on a motion which shall be moved and put without discussion.*

1. To choose a person to preside if the Chairman and Vice-Chairman be absent.
2. To deal with any business required by statute to be done before any other business.
3. To approve as a correct record and sign the Minutes of the:-

3.1 Minutes of the Ordinary Meeting held on the 13<sup>th</sup> June 2022 (Appendix 3.1)

4. To dispose of any relevant business arising from such minutes if not referred to in the Minutes of any Special Committee:-

None.

5. To dispose of any relevant business adjourned from a previous meeting:-

None.

6. To deal with any business expressly required by statute to be done:-

None.

7. To consider any planning decisions/communications from the Department of Infrastructure Planning Committee:-

### 7.1 Plans for Consideration

(Appendix 7.1)

	PA Reference	Applicant/Address	Return Date
(a)	PA 22/00611	Mrs L Clinton - 1 Central Drive	24 <sup>th</sup> June 2022
(b)	PA22/00615	Mrs I Cowin - 5 The Kirkway	17 <sup>th</sup> June 2022
(c)	PA 22/00640	Mr & Mrs J Kelly - 28 Belgravia Road	1 <sup>st</sup> July 2022
(d)	PA 22/00644	Mr M Playford 84 Birch Hill Crescent	24 <sup>th</sup> June 2022
(e)	PA 22/00649	Miss K Quayle - 161 Royal Avenue	24 <sup>th</sup> June 2022
(f)	PA 22/00651	Mr C Faragher/Miss A Reid - Ballaskelly Farm, Mountain Road	1 <sup>st</sup> July 2022
(h)	PA 22/00659	Mr Surrey/Ms Harrington - 21 King Edward Close	24 <sup>th</sup> June 2022
(i)	PA 22/00695	Mrs S Coates - 17 Greeba Drive	24 <sup>th</sup> June 2022

(j)	PA 22/00709	Mr P Gales - 10 Langdale Close	1 <sup>st</sup> July 2022
(k)	PA 22/00031	Sight Matters - Corrins Court, Heywood Avenue	7 <sup>th</sup> July 2022

**8. Finance & General Purpose Matters:-**

None.

**9. Consideration of any report from the Clerk or other Officer:-**

- |            |   |   |
|------------|---|---|
| <b>9.1</b> | Maternity Leave Policy & Procedure (Updated)        | (Appendix 9.1)                              |
| <b>9.2</b> | Paternity Leave Policy & Procedure (Updated)        | (Appendix 9.2)                              |
| <b>9.3</b> | Menopause Policy                                    | (Appendix 9.3)                              |
| <b>9.4</b> | Recharge Policy                                     | (Appendix 9.4)                              |
| <b>9.5</b> | Corporate Governance Principles and Code of Conduct | (Appendix 9.5)                              |
| <b>9.6</b> | <b>(P)</b> IT Provider Contract                     | (Appendix 9.6)                              |
| <b>9.7</b> | <b>(P)</b> Storytime Nursery                        | (Acting Chief<br>Executive/Clerk to report) |

**10. Consideration of any relevant correspondence (already circulated unless indicated):-**

- |             |  |                 |
|-------------|--|-----------------|
| <b>10.1</b> | Friends of Chernobyl's Children Newsletter | (Appendix 10.1) |
| <b>10.2</b> | Isle of Man Municipal Association          | (Appendix 10.2) |
| <b>10.3</b> | His Excellency & Lady Lorimer – Invitation | (Appendix 10.3) |

**11. To answer questions asked under Standing Order 34:**

To be confirmed.

**12. To consider Motions in the order in which notice has been received:-**

(Note: See Standing Order No. 26)

None.

**13. Environmental & Technical Services Matters:-**

None.

**14. Housing Matters:-**

- |             |                            |                 |
|-------------|----------------------------|-----------------|
| <b>14.1</b> | Housing Allocations Update | (Appendix 14.1) |
|-------------|----------------------------|-----------------|

**15. Chairman's Announcements:-****Dates for Diary**

Date	Organisation	Event	Time
25 <sup>th</sup> June 2022	Onchan District Commissioners	Jubilee Party in the Park	12 noon to 11:00pm
27 <sup>th</sup> June 2022	Onchan District Commissioners	Board Meeting	7:00 pm
2 <sup>nd</sup> July 2022	Onchan District Commissioners	Commissioners Surgery – Harvey Briggs Onchan Library	10:00 am to 12 noon
2 <sup>nd</sup> & 3 <sup>rd</sup> July	Manx Mural Fest	The Hub	
11 <sup>th</sup> July 2022	Onchan District Commissioners	Board Meeting	7:00 pm

**16. Any other URGENT business as authorised by the Chairman for consideration:-**

**16.1 (P) Staffing Minutes of the Ordinary Meeting of 13<sup>th</sup> June 2022** *(Appendix 16.1)*



# Onchan District Commissioners

## Maternity Leave Policy and Procedure

Draft: June 2022  
Review: February 2025



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  - 17 Rights on or after Return to Work**
- Appendix 1: Notification of Pregnancy/Application for Maternity Leave**
- Appendix 2: Employer's Response to Notification/Confirmation of return to Work Date**

## Maternity Leave Policy

### Policy Review - History:

Please be aware that a hard copy of this document may not be the latest available version, which is available in the Authority's document management system, and which supersedes all previous versions.

Those to whom this Policy applies are responsible for familiarising themselves periodically with the latest version and for complying with policy requirements at all times.

Effective from:	Replaces:	Originator:	Page X of Y
November 2019	New	Chief Executive/Clerk	1 of 12
Management Team Approval:			
Board Ratification:			
History or Most Recent Policy Changes – MUST BE COMPLETED			
Version:	Date:	Change:	

# Maternity Leave Policy

## 1. Introduction

This Policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

Onchan District Commissioners ("the Authority") recognise that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the Authority's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. If an employee becomes pregnant, she should clarify the procedures with her Line Manager to ensure that they are followed correctly.

## 2. Abbreviations and Definitions

The following abbreviations/definitions are used in this policy:-

'Expected Week of Childbirth' ("EWC") means the week, starting on a Sunday, during which the Employee's Doctor or Midwife expects her to give birth.

'Qualifying week' means the 15<sup>th</sup> week before the expected week of childbirth.

## 3. Data Protection

When managing an employee's maternity leave and pay, the Authority processes personal data collected in accordance with its [data protection policy](#) / policy on processing special categories of personal data. Data collected from the point at which an employee informs the Authority that they are pregnant is held securely and accessed by, and disclosed to, individuals only for the purposes of managing their maternity leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Authority's Protection Policy immediately. It may also constitute misconduct, which will be dealt with under the Authority's Disciplinary Procedure.

## 4. Notification of Pregnancy/Application for Maternity Leave

On becoming pregnant, an employee should notify her Line Manager as soon as possible. This is important as there are health and safety considerations for the Authority.

By the end of the Qualifying Week, or as soon as reasonably practical afterwards, the employee is required to inform the Authority in writing, by completing the form at **Appendix 1** of:-

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

The employee must also provide a certificate (MAT B1) from a Doctor or Midwife confirming the EWC. The form must have either the Doctor's name and address or the Midwife's name and registration number on it.

The employee is permitted to bring forward her maternity leave start date, provided that she advises her Line Manager in writing at least 28 days before the new start date or, if that is not



## Maternity Leave Policy

possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises the Authority in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Line Manager will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work (**Appendix 2**). If the employee qualifies for Additional Maternity Leave ("AML") this date will be calculated on the basis that the employee will take Ordinary Maternity Leave ("OML") and AML i.e. 52 weeks maternity leave and the return to work date will be the first working day after the end of AML. If the employee does not qualify for AML, the date will be calculated on the basis of OML i.e. 26 weeks maternity leave and will be the first working day after the end of OML.

### **5. Time Off for Antenatal Care**

Once an employee has advised her Line Manager that she is pregnant, she will be entitled to take reasonable paid time off work to attend antenatal appointments as advised by her Doctor, Registered Midwife or Registered Health Visitor.

In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her Doctor, Registered Midwife or Registered Health Visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's Doctor, Midwife or Health Visitor has advised her to attend, in addition to medical examinations.

The employee should endeavour to give her Line Manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

### **6. Health & Safety**

The Authority has a duty to take care of the health and safety of all employees and is also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding. The Authority will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the Authority will take such steps as are reasonably necessary to avoid those risks, such as altering employee's working conditions. In some cases, this may mean offering the Employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the Authority to alter the Employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the Authority may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of

## Maternity Leave Policy

her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

### **7. Sickness Absence**

If an employee is absent from work during pregnancy owing to sickness, the terms and conditions relating to sick pay as set out the contract will apply provided that she has not yet begun OML. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the 4<sup>th</sup> week before her EWC, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify her Line Manager in writing of this as soon as reasonably practicable.

### **8. Maternity Leave ("ML")**

All pregnant employees are entitled to take up to 26 weeks' OML regardless of their number of hours or length of service. Employees who have completed 26 weeks' continuous employment with the Authority by 14 weeks before the EWC are entitled to a further 26 weeks' AML, making a total of 52 weeks.

### **9. Ordinary Maternity Leave ("OML")**

OML can start at any time after the beginning of the 11<sup>th</sup> week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). ML will start on whichever date is the earlier of:-

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the EWC.

If the employee gives birth before her ML was due to start, she must notify her Line Manager in writing of the date of the birth as soon as reasonably practicable. ML starts automatically on the day following the date of birth.

The law obliges all employees to take a period of two weeks paid Compulsory Maternity Leave ("CML") immediately after the birth of the child. This forms part of the OML period.

During the period of OML, the employee's contract of employment continues in force and she is entitled to receive her contractual benefits, except for salary. Annual Leave entitlement will continue to accrue.

Salary will be replaced by Maternity Allowance if the employee is eligible to receive it.

### 10. Additional Maternity Leave ("AML")

AML begins on the day after OML ends.

During the period of AML, the employee's contract of employment continues in force but only some terms of the contract will continue to apply. Normal contractual benefits will be suspended and the only terms that apply during AML are the following:-

- The employee is entitled to benefit from the Authority's implied obligation of trust and confidence;
- The employee is entitled to receive her contractual notice period if her employment is terminated;
- The employee is entitled to receive a redundancy payment in the event of redundancy;
- The terms and conditions in the employee's contract of employment relating to Disciplinary and Grievance Procedures will continue to apply;
- The employee is bound by her implied obligation of good faith to the Authority;
- The employee must give the Authority the notice provided in her contract if she wishes to terminate her employment;
- The employee is bound by the terms in her contract relating to disclosure of confidential information, the acceptance of gifts or any other benefits and the restrictions on participation in any other business.

During AML there is no entitlement to contractual annual leave in excess of the statutory minimum. The employee will continue to accrue statutory annual leave whilst on AML provided that the total leave taken or accumulated in the leave year does not exceed the 4 weeks statutory minimum. The Annual Leave Regulations 2007 make no provision for the carry forward of leave from one year to the next. The provisions of the Authority's Annual Leave Policy and Procedures will apply with regard to the carrying forward of annual leave accrued during maternity leave.

Employees are encouraged to take any outstanding annual leave due to them before the commencement of OML. Employees are reminded that with the exception of the provision of the Authority's Annual Leave Policy and Procedures regarding the carrying forward of annual leave, before starting her ML.

### 11. Maternity Allowance ("MA")

MA is a Social Security Benefit that the employee may be able to claim if they stop work because they are pregnant or because they have just had a baby. It is payable for up to 39 weeks.

For more information go to [www.gov.im/maternity-allowance](http://www.gov.im/maternity-allowance).

E-Mail [incapacitybenefits@gov.im](mailto:incapacitybenefits@gov.im)

Telephone 685108/685109.

### **12. Contact during Maternity Leave**

Shortly before an employee's ML starts, the Line Manager will discuss the arrangements for her to keep in touch during her ML, should she wish to do so. The Authority reserves the right in any event to maintain reasonable contact with the employee from time to time during her ML. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease her return to work or simply to update her on developments at work during her ML.

### **13. Keep in Touch Days**

Except during the period of CML an employee can agree to work for the Authority (or to attend training) during either OML or AML (where applicable) for up to 10 days without that work bringing the period of maternity leave to an end and without loss of MA. These are known as Keep in Touch Days ("KIT Days"). Any work carried out on a day shall constitute a day's work for these purposes.

The Authority has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her ML. Any work undertaken, including the amount of salary paid for any work done on KIT Days, is entirely a matter for agreement between the Authority and the employee. Any KIT Days worked do not extend the period of ML. Once the KIT Days have been used up the employee will lose a day's MA for any day which she agrees to work for the Authority.

### **14. Returning to Work**

The employee will have been formally advised in writing by the Authority of the date on which she is expected to return to work.

The employee is expected to return on this date, unless she notifies her Line Manager otherwise. If she is unable to attend work at the end of her ML due to sickness or injury, the Authority's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While the employee is under no obligation to do so, it would assist the Authority if she confirms as soon as convenient during her ML that she will be returning to work as expected.

If the employee wishes to return to work earlier than the expected return date, she must give the Authority at least 28 days' notice of her date of early return, preferably in writing. If she fails to do so, the Authority may postpone her return to such a date as will give the Authority the statutory 28 days' notice, provided that this is not later than the expected return date.

If the employee decides not to return to work after ML, she must give notice of resignation as soon as possible and in accordance with the terms and conditions of employment. If the notice period would expire after ML had ended, the Authority may require the employee to return to work for the remainder of the notice period.

### **15. Rights on or after Return to Work**

On resuming work after OML, the employee is entitled to return to the same job as she occupied before commencing ML on the same terms and conditions of employment as if she had not been absent.

On resuming work after AML, she is entitled to return to the same job as she occupied before commencing ML on the same terms and conditions of employment as if she had not been absent. However, if it is not reasonably practicable for the Authority to allow the employee to return to the same job, the Authority may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have been applied if she had not been absent.

An employee who worked full time prior to her ML has no automatic right to return to work on a part time basis or to make other changes to her working patterns. However, all requests for part time work or other flexible working arrangements will be considered in line with the operational requirements of the Authority and the employee's statutory right to request flexible working subject to meeting the qualifying service criterion of 26 weeks. If an employee would like this option to be considered, she should write to her Line Manager setting out her proposals as soon as possible in advance of her return date, so that there is adequate time for full consideration of the request.



## ONCHAN DISTRICT COMMISSIONERS

### Application for Maternity Leave

Please complete and forward to your Line Manager

<b>Name:</b>	
<b>Line Manager:</b>	
<b>Your leave dates</b>	
<p>The baby is due on: .....</p> <p>I enclose a copy of my Maternity Certificate (MATB1) <input type="checkbox"/></p> <p>I would like my Maternity Leave to start on: .....</p> <p>My last day at work will be: .....</p> <p>I wish to take ..... days Annual Leave immediately prior to commencing my Maternity Leave</p> <p>I wish to take:</p> <ul style="list-style-type: none"> <li>• 26 weeks <input type="checkbox"/></li> <li>• 52 weeks <input type="checkbox"/></li> </ul> <p>or</p> <p>I wish to return to work on ..... (You do not need to elect an earlier date now but you will need to give 28 days' notice if you either need to delay your return or decide to return earlier).</p> <p><b>Signature:</b> .....</p> <p><b>Date:</b> .....</p>	
<b>To be completed by Line Manager</b>	
<p>Employee start date: ..... Length of service: .....</p> <p>Eligible for Additional Maternity Leave      Yes/No</p>	

TO BE TYPED ON ONCHAN DISTRICT COMMISSIONERS LETTERHEAD

Dear

**Re: Maternity Leave**

Thank you for forwarding your Application for Maternity Leave and MAT B1 forms.

As your employer, I want to make sure that your health and safety as a pregnant mother are protected while you are working, and that you are not exposed to risk. I have already carried out an assessment to identify hazards in our workplace that could be a risk to any new, expectant, or breastfeeding mothers. Now you have informed me that you are pregnant, I will arrange for a specific risk assessment of your job to be undertaken, and we will discuss what actions to take if any problems are identified. If you have any further concerns following this assessment and specifically in relation to your pregnancy, please let me know immediately.

**Maternity Leave:**

I confirm that you are eligible to take 26 weeks Ordinary Maternity Leave **plus 26 weeks Additional Maternity Leave.**

Given your chosen start date of **(insert date)** your Maternity Leave will end on **(insert date).**

If you want to change the start of your Maternity Leave if at all possible, please advise me at least 28 days before your proposed new start date or 28 days before **(insert original start date)** whichever is sooner.

If you decide to return to work before **(insert date maternity leave due to end)** you must give me at least 28 days' notice of the date you wish to return.

**Accrued Leave:**

Your accrued Annual Leave allowance for **(current year)** together with accrued Bank Holidays has been calculated as being **(insert number of accrued days)** and I have agreed that the total of these accrued leave days will be taken prior to **(start date of maternity leave above).**

**Maternity Pay:**

There is no statutory maternity pay however you may be eligible to receive up to 39 weeks Maternity Allowance. If you are eligible, the first 6 weeks will be paid at 90% of your average weekly earnings in the test period up to a maximum of £179.85 a week (as at April 2019).

For more information go to [www.gov.im/maternity-allowance](http://www.gov.im/maternity-allowance)

E-Mail: [incapacitybenefits@gov.im](mailto:incapacitybenefits@gov.im)

Telephone 685108/685109

Should you decide not to return to work at the end of your Maternity Leave, or return and subsequently resign from your position, you must give proper notice in accordance with the terms and conditions of your employment.

## Maternity Leave Policy

During your Maternity Leave you may wish to keep in touch with the Authority to keep up to date with events and information and/or plan your return to work. I will keep you informed of any changes that are likely to affect you on your return to work.

If required and agreed, you can undertake up to 10 days' work during your Maternity Leave without this affecting your period of Maternity Leave or Maternity Allowance, these are known as Keep in Touch days "(KIT Days)". Any work carried out on a day shall constitute a day's work for payroll purposes.

We wish you well with the rest of your pregnancy, and should you have any queries regarding the above, please do not hesitate to contact me.

Yours sincerely

c.c. Payroll





# Onchan District Commissioners

## **Paternity Leave Policy and Procedure**

Draft: June 2022  
Review: February 2025

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## Paternity Leave Policy

### Contents

- 1. Introduction**
- 2. Scope**
- 3. Eligibility**
- 4. Paternity Leave**
- 5. Notification/Application for Paternity Leave**
- 6. Pay during Paternity Leave**
- 7. Time Off to attend Ante Natal Appointments**

**Appendix 1 Application for Paternity Leave**

**Appendix 2 Application for Paternity (Adoption) Leave**

## Paternity Leave Policy

### Policy Review - History:

Please be aware that a hard copy of this document may not be the latest available version, which is available in the Authority's document management system, and which supersedes all previous versions.

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<b>Effective from:</b>	<b>Replaces:</b>	<b>Originator:</b>	<b>Page X of Y</b>
November 2019	New	Chief Executive/Clerk	1 of 7
<b>Management Team Approval:</b>			
<b>Board Ratification:</b>			
<b>History or Most Recent Policy Changes – MUST BE COMPLETED</b>			
Version:	Date:	Change:	

# Paternity Leave Policy

## 1. Introduction

Onchan District Commissioner's ("the Authority") are committed to providing paternity benefits which comply with both the letter and the spirit of the law. This Policy sets out the rights and responsibilities of an employee when their child is born, or their partner has a baby or is adopting a child and gives details of the leave they are entitled to at this time.

## 2. Scope

This Policy applies to all employees of the Authority including full time, part time and fixed term/temporary employees.

## 3. Eligibility

An employee whose wife, civil partner or partner gives birth to a child is entitled to two week's Paternity Leave to either support the mother or care for the new baby. To qualify for Paternity Leave the employee must have been employed continuously by the Authority for 26 weeks ending with the 15th week before the baby is due.

Paternity Leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take Paternity Leave where the other adoptive parent has elected to take Adoption Leave. To qualify the employee must have been employed continuously by the Authority for 26 weeks ending with the week (beginning on a Sunday) in which the adopter is notified of having been matched with the child ("the Matching Week").

## 4. Paternity Leave

Paternity Leave is granted in addition to an employee's normal annual holiday entitlement. Paternity Leave must be taken in a single block of one or two weeks. It cannot be taken as odd days or as 2 separate weeks. Paternity Leave cannot start until the birth of the baby and must be completed within 56 days of the actual date of birth of the child; or if the child is born earlier than expected, between the birth and 56 days from the first day of the expected week of birth.

Otherwise, an employee can choose when to start their Paternity Leave:-

- On the date of the baby's birth (whether this is earlier or later than expected);
- On a date falling such number of days after the date on which the child is born; or
- On a fixed date, chosen by the employee and notified to the Authority, which falls after the first day of the expected week of childbirth.

## 5. Notification

To qualify for Paternity Leave, the employee must notify their Line Manager that they intend to take Paternity Leave by the end of the 15<sup>th</sup> week before the week the baby is due or, if this is not possible, as soon as is reasonably practicable by completing an Application for Paternity Leave form (**Appendix 1**).

## Paternity Leave Policy

In the case of an adopted child, the employee must give written notice of their intention to take Paternity Leave no later than 7 days after the date on which notification of the match with the child was given by the adoption agency by completing an Application for Paternity (Adoption) Leave Form (**Appendix 2**). The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start Paternity Leave, the length of the intended Paternity Leave period and the date on which the adopter was notified of the Matching Week.

An employee cannot take Paternity Leave before the birth of the baby. If the baby is not born by the date that has been specified, then the employee must change the date or choose to take Paternity Leave from the actual date of birth or a specified number of days after the birth.

### **6. Pay during Paternity Leave**

There is no statutory paternity pay. However, employees may be eligible for [paternity allowance](#) at a rate of £179.85 per week (with effect from 11<sup>th</sup> April 2022).

For more information go to [www.gov.im/paternity-allowance](http://www.gov.im/paternity-allowance)

E-Mail: [incapacitybenefits@gov.im](mailto:incapacitybenefits@gov.im)

Telephone 685108/685109

If an employee subsequently wishes to change the timing of the Paternity Leave, they must give 28 days' written notice of the new dates.

During Paternity Leave the contract of employment continues. The employee is bound by the terms and conditions of employment and entitled to benefit from all the normal terms and conditions of employment, except relating to wages or salary.

### **7. Time off to attend Ante Natal Appointments**

There is no statutory right to time off to attend ante natal appointments. Employees may apply for Annual Leave or TOIL in accordance with the Authority's relevant policies and procedures.



## ONCHAN DISTRICT COMMISSIONERS

### Application for Paternity Leave

Please complete and forward to your Line Manager

<b>Name:</b>	
<b>Line Manager:</b>	
<b>Your Paternity Leave Dates:-</b>	
<p>The baby is due on: .....</p> <p>And, if the baby has been born, please enter the actual date of birth: .....</p> <p>I would like my paternity leave to start on: .....</p> <p>I want to take one/two* weeks (*delete as appropriate)</p> <p>I intend to return to work on: .....</p>	
<b>Your Declaration:-</b>	
<p>You must be able to tick all 3 boxes below to be eligible for paternity leave.</p> <p>I declare that</p> <p>I am</p> <p>the baby's biological father, or married to the mother, or living with the mother in an enduring family relationship, but not an immediate relative .</p> <p>I have responsibility for the child's upbringing .</p> <p>I am taking time off work to support the mother or care for the child .</p> <p>I have 26 weeks service with the Authority on/by the 15<sup>th</sup> week before the baby is due.</p> <p><b>Signature:</b> ..... <b>Date:</b> .....</p>	



## ONCHAN DISTRICT COMMISSIONERS

### Application for Paternity (Adoption) Leave

Please complete and forward to your Line Manager

<b>Name:</b>	
<b>Line Manager:</b>	
<b>Your Paternity (Adoption) Leave Dates:-</b>	
<p>I was notified of being matched with the child on: .....</p> <p>The child is due to be placed on: .....</p> <p>And if the child has been placed please enter the date he or she was placed.....</p> <p>I would like my Paternity (Adoption) Leave to start on: .....</p> <p>I want to take one/two* weeks (*delete as appropriate)</p> <p>I intend to return to work on: .....</p>	
<b>Your Declaration:-</b>	
<p><b>You must tick this box if you are adopting a child with your partner</b></p> <p>I declare that I am adopting the child with my partner and I want to receive paternity leave and not adoption leave.</p> <p><b>You must be able to tick all three boxes below to get paternity leave</b></p> <p>I declare that:-</p> <ul style="list-style-type: none"> <li>• I am either:- <ul style="list-style-type: none"> <li>- married to the person adopting the child, or</li> <li>- living with the person adopting the child in an enduring family relationship, but not an immediate relative</li> </ul> </li> <li>• I shall have responsibility for the child's upbringing</li> <li>• I shall take time off work to support the person adopting the child or care for the child</li> </ul> <p>I have 26 weeks service with the Authority on/by the 15<sup>th</sup> week before the baby is due</p> <p><b>Signature:</b> ..... <b>Date:</b> .....</p>	

# MEMORANDUM

<b>TO</b>	<b>ONCHAN DISTRICT COMMISSIONERS</b>
<b>FROM</b>	<b>ACTING CHIEF EXECUTIVE/CLERK</b>
<b>SUBJECT</b>	<b>MENOPAUSE POLICY</b>
<b>DATE:</b>	<b>16<sup>th</sup> June 2022</b>

Dear Commissioners

The Authority is committed to ensuring the health, safety and well-being of its employees and ensuring everyone is treated with dignity and respect.

To this end, please find attached a draft menopause policy and guidance for your consideration.

The policy has been drafted from an approved policy shared by Braddan Parish Commissioners and to which Ramsey Town Commissioners are in the process of adopting.

Minor amendments were undertaken with regards to references to our own Authority, the Health and Safety at Work Act (1974) and the Equality Act (2017).

There are many sites that also may be used in conjunction with the Policy, in particular:

- Unison <https://www.unison.org.uk/content/uploads/2019/10/25831.pdf>.
- CIPD guidance, which is here: [https://www.cipd.co.uk/Images/line-manager-guide-to-menopause\\_tcm18-95174.pdf](https://www.cipd.co.uk/Images/line-manager-guide-to-menopause_tcm18-95174.pdf) their website provides very helpful information for managers and employers  
<https://www.cipd.co.uk/knowledge/culture/well-being/menopause>

## **RECOMMENDATION**

It is recommended that the Menopause Policy be approved.



R. Phillips  
Acting Chief Executive/Clerk

Attach. Appendix A – Menopause Policy 2022





# **ONCHAN DISTRICT COMMISSIONERS**

Aim: Onchan District  
Commissioners are  
committed to providing an  
inclusive and supportive  
working environment for  
everyone.

## **MENOPAUSE POLICY**

RP approved March 2022

Forwarded to HR for  
review HR 25/03/22

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Policy Date: June 2022  
Review Date: June 2022

**Onchan District Commissioners**  
**Menopause Policy and Guidance**



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## Policy Review - History:

Please be aware that a hard copy of this document may not be the latest available version, which is available in the Authority's document management system, and which supersedes all previous versions.

Those to whom this policy applies are responsible for familiarising themselves periodically with the latest version and for complying with policy requirements at all times.

Acknowledgement to Braddan Parish Commissioners

Effective from:	Replaces:	Originator:	Page X of Y
March 2022	New	Acting Chief Executive /District Surveyor	1 of 7
Board Ratification:			

History or Most Recent Policy Changes – MUST BE COMPLETED		
Version:	Date:	Change:
1	14/03/22	New Document



# ONCHAN DISTRICT COMMISSIONERS

## Menopause Policy and Guidance

### 1. INTRODUCTION

Onchan District Commissioners are committed to ensuring the health, safety and well-being of its employees and ensuring everyone is treated with dignity and respect.

The menopause is a natural process and for many can be positively managed through lifestyle adjustments. However, we recognise that for some the menopause is not always an easy transition. Some employees may need additional considerations to support and improve their experience at work.

Most of the women in our workforce are over the age of 40. Therefore, we will work closely with a member of the team who is going through the different stages of menopause. By providing clear guidance in this area, we hope to provide an inclusive and supportive workplace to all.

Whilst every woman does not suffer with symptoms, supporting those who do will improve their experience at work. With this in mind, the Authority is committed to supporting employees who are affected in any way by the menopause and to support and inform managers so that employees reporting issues are treated fairly and given appropriate support.

This Policy is inclusive of all gender identities including trans and non-binary employees.

### 2. LEGISLATIVE DRIVERS

The Health and Safety at Work Act (1974) requires employers to ensure the health, safety and welfare of all workers. Within this, employers are required to perform risk assessments which "Should include any specific risks to menopausal employees".

The menopause is also an inequalities issue. Under the Equality Act (2017), employers have a duty not to discriminate in terms of age, sex and disability. Detrimental treatment related to the menopause could represent direct or indirect sex discrimination in any or all of these protected characteristics.

### 3. AIMS

The aims of this Policy are:

- To support employees to remain at work.
- To raise awareness of menopause, the related issues and how this can affect employees.
- To break the stigma and taboo surrounding the menopause at work and to promote an environment in which employees feel confident in discussing menopausal issues and ask for support and adjustments if required.
- To provide guidance and direction on how to support employees who raise menopausal issues not only for the individuals experiencing the menopause but also those who may be affected indirectly which may include managers, colleagues, partners and family members.
- To inform managers of the potential symptoms of menopause, how this can affect employees and what can be done to support individuals (including reasonable adjustments).

#### 4. **SCOPE**

This policy applies to all employees of Onchan District Commissioners.

#### 5. **DEFINITIONS**

**Peri-menopause** – the time leading up to menopause when menopausal symptoms can be experienced. Symptoms can start a few months or even years before periods stop.

**Premature ovarian insufficiency (premature menopause)** – Approximately 1 in 100 affected people will experience menopause before 40 years of age (naturally or as an effect of a medical condition or treatment).

**Induced menopause** – This happens when ovaries are removed for medical reasons, such as uterine cancer or endometriosis. It can also happen when radiation or chemotherapy damages ovaries.

**Menopause** – The menopause is a natural part of aging and refers to the time in life when periods stop (typically a year with no periods) and the natural reproductive cycle ends. It usually occurs between the ages of 45 and 55 with the average age being 51.

**Post-menopause** – These are the years after menopause. Menopausal symptoms usually ease. But health risks related to the loss of oestrogen increase as you get older.

#### 6. **SYMPTOMS OF MENOPAUSE**

According to the UK's National Institute for Health Care and Excellence (NICE) the most commonly reported symptoms of menopause (hot flushes and night sweats) can occur in approximately 75% of cases with 25% being severely affected.

Symptoms are associated to a decrease in the body's production of the hormone oestrogen.

Other factors such as diet and exercise, lifestyle and medication can also influence the symptoms.

It is important to note that not everyone will notice symptoms or need help and support, the most common symptoms include:-

- Hot flushes
- Night sweats
- Sleep disruption
- Fatigue
- Difficulty concentrating/memory problems/ loss of confidence
- Mood disturbances including anxiety and depression
- Headaches
- Irregular periods/heavy bleeding
- Bone and Joint problems

Symptoms on average continue for 2-4 years, however some individuals will experience symptoms for longer. The nature of symptoms will vary from mild to severe. These symptoms can have a significant adverse impact on the quality of both personal and working life.

It is also important to note that the onset of menopause symptoms can also coincide with other health issues as well as potential caring responsibilities for elderly parents/relatives/children.

## **7. ROLES AND RESPONSIBILITIES**

All Employees are responsible for:-

- Taking reasonable responsibility and care for their own health and well-being (see Appendix 1 and Appendix 2 for sources of information and support).
- Being open to having conversations with managers. If for any reason they feel unable to speak to their line manager, they may speak to another member of the Senior Management Team or if they feel unsupported may speak directly to HR.
- Upholding a positive working environment treating others with dignity and respect
- Be willing to help and support their colleagues. Understanding any necessary adjustments their colleagues are receiving as a result of their menopausal symptoms.

All managers will:

- Familiarise themselves with this policy and guidance to the menopause.
- Be willing to have open discussions with employees about changes in their health, including issues relating to the menopause, treat the discussion sensitively and professionally, also recognising that each individual's experience may differ.
- Use the guidance in sections 8 and 9 to inform the discussion, reviewing together before agreeing with the individual how best they can be supported.
- Carry out a Menopause Risk Assessment where required and implement agreed adjustments.
- Ensure on-going communication and agree a plan for review where appropriate.
- If adjustments have not been successful and/or a member of staff is reporting ongoing difficulties or concerns about their health at work consider a referral to Occupational Health for further advice.

## **8 GUIDANCE FOR MANAGER'S DISCUSSION WITH EMPLOYEES**

Regular, informal conversations between manager and employee can enable discussions about issues related to menopause. One of the most valuable things a manager can do is listen and respond sympathetically if issues relating to menopause are reported. These conversations can assist to identify support at work which can make a real difference with how employees cope with menopause. This may enable them to continue working well, productively and to remain at work.

It is important to note that employees experiencing menopausal issues (directly or indirectly) may feel uncomfortable or embarrassed about approaching their manager. However, if a manager is aware of the symptoms associated with the menopause and how this can affect a person, this can greatly assist in promoting an environment where employees feel more confident to approach their manager and seek support, if required.

If an employee wishes to talk about changes in health including symptoms of menopause, or how they are feeling (they may not recognise themselves that they are symptomatic), or if a male employee wishes to speak about a family member, it is important to:

- Allow for sufficient time to have the conversation and encourage the employee to be open and honest when discussing any difficulties they may be experiencing
- Encourage the employee to discuss any relevant health concerns with their GP practice.
- Maintain confidentiality when handling health information (seek a private room and ensure any records are stored in a safe and confidential manner).
- Explore with them ways in which they can be supported, if required (see section 9 on common symptoms and adjustments to consider).
- Agree an action plan, record the outcome of the discussion and agree a review /timeframe.
- Provide details of support and external services available (appendix 1).



## 9 SYMPTOMS AND SUGGESTED ADJUSTMENTS

*Hot Flashes - Can result in employees feeling uncomfortable and less tolerant of workplace temperatures.*

- Review control of workplace temperature ventilation - consider desktop fan in an office or locate desk closer to an opening window or away from a heat source
- Access to drinking water
- Access to washroom facilities (take into consideration employees who travel or work in multiple locations).
- Avoid tight fitting uniforms.
- For staff who are not required to wear uniforms recommend loose fitting layers and cotton fabrics rather than man-made fibres
- Access to rest area/room for breaks if work involves prolonged periods of standing or sitting.
- Access to a quiet room/area for a short break to manage a severe hot flush.

*Night Sweats/Sleep disruption - Can result in increased tiredness and fatigue.*

- Consider flexible working hours or temporary shift changes to accommodate difficulties.

*Difficulty concentrating/Memory problems - Performance may be affected.*

- Regular supervision/review with manager for additional support, if required.
- Discuss if there are times of the day when concentration is better or worse, and adjust working pattern/practice accordingly.
- Review task allocation and workload.
- Provide books for lists, action boards, or other memory-assisting equipment.
- Offer quiet place to work (if feasible; for example in office environments).

*Low mood/Depression/anxiety/panic attacks/loss of confidence - Can make work tasks more difficult to carry out and performance may be affected.*

- Provide opportunity to openly discuss any concerns/difficulties
- Regular supervision/review with manager for additional support, if required
- Access to a quiet area for a short break if required (allowing time for simple relaxation and mindfulness techniques).
- Encourage that they discuss symptoms with their GP practice (see appendix 2).
- Signpost of sources of support (see appendix 1).
- Consider referral to Occupational Health

*Headaches*

- Access to drinking water
- Access to quiet space or area for short break and to take medication if required.

*Irregular/heavy bleeding*

- Access to toilet and washroom facilities.
- May require more frequent short breaks.

*Bone and Joint problems - certain moving and handling tasks may be more uncomfortable*

- Local risk assessments and moving and handling assessments, if required.
- Consider temporary adjustments or modifications to work tasks

Discuss whether the member of staff has visited their GP, encourage discussing symptoms with a GP if this has not been undertaken, particularly if the areas of difficulty are sleeping, panic attacks or anxiety. Appendix 2 gives guidance to the employee in speaking with their GP. If they have visited their GP, and are being supported by them, it may be helpful at this point to make an Occupational Health referral to give specific advice regarding the workplace.

## APPENDIX 1

### Sources of Information/Support

If you have troublesome menopausal symptoms, please arrange to see your GP in the first instance who will be able to discuss management options with you.

#### External Resources

*NHS Choices*

<https://www.nhs.uk/conditions/menopause/>

*British Menopause Society*

<https://thebms.org.uk/>

*The Daisy Network (support for early menopause/ premature ovarian insufficiency)*

<https://www.daisynetwork.org/>

*Hysterectomy Association - This provides an insight into surgically induced menopause as a result of having a hysterectomy. Further details can be found at*

<https://www.hysterectomy-association.org.uk.>

*The Menopause Exchange*

<https://menopause-exchange.co.uk/>

*Women's Health Concern*

<https://www.womens-health-concern.org/>

*Henpicked (community site for women over 40)*

<https://henpicked.net/menopause-hub/>

*Megs Menopause*

<https://megsmenopause.com/>

*Menopause Matters*

<https://www.menopausematters.co.uk/>

*Menopause Café (gather to eat cake, drink tea and discuss menopause)*

<https://www.menopausecafe.net/>

*Faculty of Occupational Medicine*

<https://www.fom.ac.uk/health-at-work-2/information-for-employers/dealing-with-healthproblems-in-the-workplace/advice-on-the-menopause>

*NICE National Institute for Health and Care Excellence*

<https://www.nice.org.uk/guidance/ng23/ifp/chapter/Menopause>



## APPENDIX 2

### **Menopause Advice Sheet – How to talk to your GP about menopause**

If you are suffering from menopausal symptoms to the point they're getting in the way of you enjoying life, it's time to talk to your doctor. But, sometimes, that's easier said than done.

We all know how difficult it can often be just to get an appointment, and then it's often only ten minutes. And talking about symptoms can be hard, let alone if you feel rushed or unprepared. So, what can you do? We've put together some helpful, straightforward tips to help you get the best from your appointment.

Don't wait. It is all too common for women to feel they must simply 'put up' with menopausal symptoms as a part of life, but if they are affecting you, there are things you can do, and support is available. There is no need to wait until symptoms feel unbearable.

Read the NICE guidelines. This stands for National Institute for Health and Care Excellence and these guidelines are what your doctor will use to determine the type of conversations to have with you and treatments to offer.

There are guidelines for patients, which are really useful to read before you see your GP, so you know what to expect.

Prepare for your appointment. It's easier for your doctor to understand what's going on if you provide them with all the information. That may sound obvious, but blood tests to say where you are on the menopause transition aren't always available or accurate – your hormones can fluctuate daily during this time. So, your doctor will be thinking about what to recommend for you, based on your symptoms. Keep a list of your symptoms, your menstrual cycle, hot flushes, how you're feeling, and any changes you've noticed. Write them down, and take them to your appointment. Your doctor will thank you for it, and it's more likely that together, you'll find the right solution faster. And, if you have any preferences about how you manage your symptoms, tell them that too – for example, if you'd like to try hormone replacement therapy (HRT), or not.

Ask the receptionist which doctor is best to talk to about menopause. They are often the font of all knowledge at a surgery, and can help you find the best person to speak to – it might not be your usual GP, it could be someone who has had special training in the subject.

Ask for a longer appointment. If you don't think your standard appointment will be long enough, try to book a double appointment, as some surgeries do offer this.

Don't be afraid to ask for a second opinion. If you don't feel you've received the help you need, ask to

Speak to someone else. Don't be put off, you know how you're feeling, and how it's affecting you.

Ask if there is a menopause clinic in your area. Occasionally, there are clinics, specifically devoted to menopause. If there is one in your area, and you think this would be helpful, ask for a referral.

Take your partner or a friend with you. The chances are, you spend your life supporting others and, during menopause, it's your turn to ask them for support. Your partner, or a friend, will know how the symptoms are affecting you. They could support you at the appointment, and also find out how they can continue supporting you.

#### What to expect from your doctor

There are certain things a GP should – and should not – do during your appointment.

They should:

- Talk to you about your lifestyle, and how to manage both your symptoms, and your longer-term health;
- Offer advice on hormone replacement therapy and other non-medical options;
- Talk to you about the safety and effectiveness of any treatment.

They should not:

- Tell you that it's just that time of your life. Yes, menopause is a natural stage, but please don't feel that means you should have to put up with every symptom without help;
- Tell you they don't prescribe HRT. It's up to you what you want to try, and for them to say whether it could be right for you, depending on your medical history;
- Impose unnecessary time restrictions, such as they will only prescribe this once, or for a year or two. This is an ongoing conversation, and if your symptoms persist, you will still need help to manage them.

Remember, your GP is there to help and support you, and you should feel comfortable and confident in talking to them about your symptoms, and any help you need. Don't think you have to struggle through menopause when there is help and support available.

# **MEMORANDUM**

<b>TO</b>	<b>ONCHAN DISTRICT COMMISSIONERS</b>
<b>FROM</b>	<b>HOUSING MANAGER</b>
<b>SUBJECT</b>	<b>RECHARGE POLICY</b>
<b>DATE:</b>	<b>16<sup>th</sup> June 2022</b>

## **1. Background**

This policy provides the Authority with the tools to be able to re-charge the residents who do not comply with the terms and conditions of their tenancy agreement or lease agreement; and therefore reduce the impact on the maintenance budget.

It is highlighted that no formal current re-charge policy is in place.

The Tenancy Agreement states that the tenant, and those living with the tenant and their visitors must take reasonable care to prevent damage to the property, decoration, fixtures and fittings, communal areas and neighbouring properties.

However, there are a small number of residents who do not value their homes or take responsibility for ensuring they comply with the terms and conditions of their tenancy or lease relating to property standards.

The Housing and Property Team and Contractors are working alongside repairs to identify, impose and chase recharge payments.

## **2. Issue, Options and Analysis of Options**

It has been highlighted that works may be deemed to be tenant responsibility which are currently being funded by the Housing Revenue Account; and ultimately passed on to the wider tenant population as increased rent.

It has been considered that recharges could be made under clause 4 and recommendation 13 of the Tenancy Agreement. However, these clauses are not transparent in all aspects of recharges.

The current procedure for recharging tenants is unclear and implemented on an ad hoc basis.

With this new policy we aim to promote a responsible attitude from residents towards their property by ensuring that costs are pursued from those who are negligent or have caused deliberate damage.

We aim to reduce the amount of money spent on repairs which are deemed to be tenant responsibility and invest the money in to improving the service for residents.

**3. Reasons for Recommendation**

It is appreciated that the Department of Infrastructure ultimately decide the rental increases, but the Housing and Property Team are committed to reducing costs to help keep rents and service charges as low as possible for residents.

The recovery of rechargeable repairs costs will meet the Authority's commitment to service improvements and will also contribute to a more cost efficient service which will subsequently assist in providing the best outcomes for the Commissioners' tenants.

The Authority are currently paying out money for repairs which are not their responsibility. The new recharge policy will reduce these costs and help to maintain the Housing Revenue Account.

**RECOMMENDATION**

It is recommended that the Recharge Policy be approved and applied to its property portfolio.



A.S. Gale (Mrs)  
Housing Manager

Attach. Appendix A - Recharge Policy 2022



# **ONCHAN DISTRICT COMMISSIONERS**

**Aim:** To ensure that there is a consistent and transparent approach to recharges, ensuring the fair treatment of all our tenants.

## **RECHARGE POLICY**

### **FIRST DRAFT**

For review

August 2021

Agreed by Ryan Feb 2022

Forwarded to Ross for review March 2022 –

Forwarded to SJ for review April 2022

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Policy Date: June 2022

Review Date: June 2024



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Effective from:	Replaces:	Originator:	Page X of Y
March 2022	New	Acting Chief Executive /District Surveyor	1 of 7
Board Ratification:			

History or Most Recent Policy Changes – MUST BE COMPLETED		
Version:	Date:	Change:
1	June 2022	New Document



# ONCHAN DISTRICT COMMISSIONERS

## RECHARGE POLICY

### 1. INTRODUCTION

- 1.1 Onchan District Commissioners are committed to maintaining their property portfolio and providing services that represent value for money. As such, we have a duty to ensure that our maintenance expenditure is targeted at legitimate repairs.

The Recharge Policy will contribute towards the efficient and effective management, and maintenance of our property portfolio.

The policy will ensure that there is a consistent and transparent approach to recharging expenditure, so ensuring the fair treatment of all our tenants.

- 1.2 The Onchan District Commissioners Tenancy Agreement states, amongst other things, that the Tenant, their residents and visitors must take reasonable care to prevent damage to the property, decoration, fixtures and fittings, Commissioners supplied furniture (if applicable), communal areas and neighbouring properties.
- 1.3 The Authority recognises that the vast majority of Tenants have high standards and will look after the property. However, there are a small number of residents who do not value their premises or take responsibility for ensuring they comply with the terms and conditions of their tenancy or licence relating to property standards. This Recharge Policy provides guidance to tenants and to the Authority as to how each case will be dealt. In line with this Policy the Authority has the facility to be able to re-charge residents who do not comply.

### 2. SCOPE

- 2.1 This policy applies to both current and former tenants where items have been identified as justifiable recharges to that tenant.
- 2.2 It applies to all properties owned and managed by Onchan District Commissioners, including their associated communal areas.

### 3. DEFINITIONS

- 3.1 **Bulk Waste** – Any build-up of items which have not been disposed of in the correct manner including but not limited to: fly tipping, contaminated waste, white goods, unwanted furniture and appliances and general waste.
- 3.2 **Communal Areas** - These include shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading from or to your home, grassed, cultivated, drying and play areas, forecourts and other shared areas within a development boundary. This list is not exhaustive.



3.3 **Rechargeable Repair(s)** - Repairs that are the result of damage or negligence to the property and/or its fixtures and fittings internally or externally by a Tenant or a member of the Tenant's household or an invited visitor to the property and/or communal areas or where a repair falls outside the scope of the Authority i.e. Landlord's legal responsibilities.

3.4 **Resident(s)** – means Tenant(s) and those living in the home.

3.5 **Tenant(s)** - The person(s) to whom Onchan District Commissioners have granted the tenancy or lease. If you have a joint tenancy, 'the Tenant' includes all joint tenants.

For the purpose of this policy, where a Notice to Quit or Licence to occupy has been issued, the Commissioners do not waive their rights under such Notice and any reference in this document to "Tenant(s) or Resident(s)" should accordingly be read as "Occupier(s)".

#### 4. **AIMS AND OBJECTIVES**

4.1 The Recharge Policy sets out which repairs the Authority are responsible for and which repairs are the responsibility of the Tenant.

4.2 The aims of the Recharge Policy are to:

- Promote a responsible attitude from residents towards their property proactively through the provision of information and support and reactively by ensuring that costs, where justified, are pursued from those who are negligent or deliberately cause damage.
- Ensure rechargeable items are set out with transparency, clearly communicated and dealt with efficiently and fairly.
- Recover the costs of rechargeable items where justified from current and former Tenants.
- Maximise income by the recovery of debts owed relating to rechargeable items in the interest of both the Authority and their Tenants whilst having regard to the Authority's overall statutory duties including to the vulnerable (such as through the provision of affordable repayment plans).

4.3 Onchan District Commissioners are committed to providing a fair service to all its Tenants. The Authority aims to treat all customers fairly, and with respect and professionalism. To this end the Authority will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation and that in the appliance of this Recharge Policy the Authority will comply with their duties under the Equality Act 2017.

#### 5. **IDENTIFYING RECHARGEABLE REPAIRS**

Rechargeable repairs will be identified in any of the ways set out below. This is not an exhaustive list and rechargeable repairs may be identified in other areas. Where rechargeable repairs are highlighted they will be dealt with in line with sections 10 ('How Recharges are Raised') and 11 ('Calculating the Cost and Payments of Recharges') of this document.

**5.1 Through programmed inspection of the property**

**5.1.1 Transfer**

When a Tenant has been selected for an offer of alternative accommodation, a member of the Housing and Property Team will be required to undertake a transfer inspection at the tenancy address and rechargeable repairs will be identified.

**5.1.2 Mutual Exchange**

A member of the Housing and Property Team will visit the property and advise the Tenant what improvements need to be made in order for the exchange to be progressed.

**5.1.3 Pre-Termination Visit**

Rechargeable repairs will be identified as far as practically possible before the property becomes vacant.

**5.2 Through reactive visit**

- 5.2.1 When the Authority's employees/contractors are called to address a repair, the repair will be inspected to identify if the damage/repair has been caused either by negligence or deliberate damage. Where this has occurred, it will be reported back to the Housing and Property Team, or other officer nominated for the purpose by the District Surveyor, for consideration to recharge for the call out and repair.

**5.3 Through information received from external bodies (e.g. The Police, Social Services, Commissioners' Contractors)**

- 5.3.1 In certain circumstances requisitions for repairs may be raised by external organisations and highlighted as rechargeable. In these cases details of any required repairs carried out will be sent to the Housing and Property Team, or other officer nominated for the purpose by the District Surveyor, for recharge consideration.

**5.4 Through self-reporting**

- 5.4.1 When a Tenant reports their own repair, discretion will be exercised by a member of the Property Maintenance Team, who can refer to the Housing and Property Team for clarification. They will be asked to make a decision based on the information presented or held on our own records and the tenant's circumstances.

**5.5 Through report to staff out-of-hours**

- 5.5.1 In an 'Out-of-Hours' situation, discretion will be exercised by on-call staff who can refer to the District Surveyor. They will be asked to make a decision based on the information presented or held on our own records and the tenant's circumstance. If the on-call officer is unable to contact the District Surveyor, and the repair is deemed an emergency, work will be carried out and a retrospective recharge will be considered. The Tenant or Resident will be made aware of this.

## **5.6 Through a repayment plan**

5.6.1 Where an applicant has agreed in writing to repay in installments.

## **6. RECHARGEABLE REPAIRS - DELIBERATE, ACCIDENTAL OR NEGLIGENT DAMAGE**

Rechargeable Repairs may be imposed for repairs caused by but not limited to any of the circumstances listed in:-

- Section 7 ('Rechargeable Repairs May be necessary),
- Section 8 ('Rechargeable Repairs – Void Properties) (when you end your tenancy / mutual exchange')
- Section 9 ('Rechargeable Repairs – Other') in line with the Guidelines listed in
- Section 10 ('How Recharges are Raised').

Decisions will be at the discretion of the Housing Manager and Property Maintenance Manager or such other officer which the District Surveyor may from time to time nominate for that purpose.

## **7. RECHARGEABLE REPAIRS MAY BE NECESSARY**

- 7.1 As a result of the negligence by a Tenant this impacts on another resident. In such cases the repair to the affected property shall be dealt with in the normal way (Section 9) but a recharge invoice will be sent to the Tenant responsible for the damage caused, as defined under paragraph 7.2. e.g. Leaks into the property below which has been caused due to incorrect plumbing or plumbing done by a non-certified plumber.
- 7.2 As a result of malicious actions (whether the perpetrator is known or not) and must be reported promptly to the Police and a crime reference number obtained. Police incident numbers will be accepted in certain circumstances at the discretion of the Authority.
- 7.3 Following malicious damage which have not been reported to the Police, or has not been classed as a crime by the Police (e.g. willful damage caused by Tenants, their residents, visitors or pets to any part of the property or communal areas through an act of violence or mistreatment).
- 7.4 As a result of accidental damage, and each case will be considered on its merits, and discretion may be exercised depending on the circumstances, for example, where vulnerable people are involved.
- 7.5 The cost of removing graffiti and rectifying damage where this has been done by the Tenant, their residents or visitors to the property.

**8. RECHARGEABLE REPAIRS - VOID PROPERTIES**  
**(WHEN YOU END YOUR TENANCY/MUTUAL EXCHANGE)**

- 8.1 The Authority will charge Tenants, former Tenants in line with Section 10 ('How Recharges are Raised') and, Section 11 ('Calculating the Cost and Payments of Recharges') of this Policy for the cost of making good any damage, replacement of missing fixtures and fittings, unauthorised alterations and removal of anything left in the home, garage or garden at the end of the tenancy. Due allowances will be made for expected fair wear and tear.
- 8.2 Particular attention will be given to:
- Missing items (such as fire doors).
  - Property alterations.
  - Damage other than fair wear and tear.
  - Clearance of rubbish, floor finishes etc.
  - Clearing out of lofts.
  - Clearing gardens including removal of sheds (sheds in good condition may be left if agreed at pre-tenancy inspection by a Property Maintenance Officer).
  - Removal or lopping of trees where it is tenant responsibility and it has not been maintained.
  - Repairs to pathways, fencing, outbuildings or property where damage has resulted as a consequence of unmaintained trees which are deemed Tenant responsibility.
  - Removal or making good tenant fixtures.
- 8.3 Where possible a final inspection of the property should be carried out by a member of the Housing and Property Team before the property is vacated to ensure all Rechargeable Repairs have been completed to the Authority's satisfaction.
- 8.4 Where it has not been possible to carry out an exit interview or final inspection, (for example when a Tenant has passed away), an inspection will be carried out as soon as possible after the property was vacated and any repairs required dealt with as outlined in Section 11 ('How Recharges are Raised'). Care should be exercised to ensure necessary repairs can be attributed to the outgoing Tenant(s) and did not occur since the property became vacant, or were not in that condition when the vacating tenant moved in.
- 8.5 Each case will be considered on its merits and discretion may be exercised depending on the particular circumstances, for example where vulnerable Tenants are involved.

**9 RECHARGEABLE REPAIRS – OTHER**

- 9.1 Unauthorised alterations by a Tenant(s) where the Authority cannot grant retrospective consent - Any works that are required to bring the property back upto an acceptable level in accordance with current guidelines, taking into account all relevant legislation relating to Health and Safety
- 9.2 Replacement of lost or broken door entry key fobs by a Tenant(s) – the cost of replacing lost/stolen keys and the cost incurred in gaining entry to change the lock(s) including garage and shed locks and keys.

- 9.3 Storage of a Tenant(s) goods following eviction – The property should be left clean, tidy and empty. If items are left in the property, and are not removed by the Tenant in the timescales agreed, the Authority therefore take ownership of the items, the Tenant will be charged for any costs incurred by the Authority relating to the removal, storage, disposal or other costs relating to their property.
- 9.4 Gas Safety Check and Servicing – There are occasions where access to Onchan District Commissioners' property is required to fulfil legal obligations (such as the completion of gas safety check and servicing). Where access to the property is denied and legal action is taken, the Tenant will be responsible for costs incurred, where awarded.
- 9.5 Other court costs and legal fees – There are occasions where it may be necessary for the Authority to take a Tenant to Court for non-payment of rent or service charges, to seek an eviction warrant, in cases of Anti-Social Behaviour, or other linked charges. Onchan District Commissioners will follow any relevant pre-action protocols and other legislative procedure. Where awarded, the Tenant will be responsible for costs incurred.
- 9.6 Clearance of bulky items from housing land/communal areas - Where removal of bulky items has been requested by Residents, they will be asked to make an advance payment. If an Officer deems it necessary for such an item to be removed, the responsible Tenant(s) will be recharged accordingly. If a bulky item(s) has to be removed from a communal area (such as clearance of waste from blocks of flats) and the person responsible is not known, the Tenants within that area will be recharged in equal amounts where it is considered to be appropriate and reasonable in all the particular circumstances to do so.
- 9.7 Removal of trees/hedges – Costs of tidying gardens that have been neglected or left overgrown by a Tenant(s). Also where a Tenant(s) has requested the removal of a tree/hedge/or other natural item, which is not the responsibility of the Authority, appropriate consents must be first obtained.
- 9.8 Any other circumstances that cause an unreasonable cost to the Authority.

## **10 HOW RECHARGES ARE RAISED**

- 10.1 When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in
- Section 6 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'),
  - Section 8 ('Rechargeable Repairs – Void Properties (when you end your tenancy/ mutual exchange') and
  - Section 9 ('Rechargeable Repairs – Other'),

the Tenant will be advised of their responsibility to have the work carried out and that it will be at their cost.

10.2 In some circumstances, Tenants are not obliged to have the rechargeable work undertaken by the Authority; they can complete it themselves or, if the task is specialised (such as lighting, hot water or heating) hire a specialist in the area concerned to undertake the work required. The individual must have proper and adequate public liability insurance cover and be properly and appropriately registered for the applicable trade - for example, qualified and registered electricians, gas safety professionals, recognised tree fellers. The Tenant must notify the Authority in advance if they intend to employ a specialist contractor in order to obtain prior consent. The work must be completed to a standard accepted by the Authority and an inspection must take place to ensure this.

10.3 When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in

- Section 6 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage') ,
- Section 8 ('Rechargeable Repairs – Void Properties (when you end your tenancy/ mutual exchange) and
- Section 9 ('Rechargeable Repairs – Other'),

but the Tenant is unable to arrange for the repairs to be completed (e.g. late at night or lost keys) then, with agreement of the Tenant to accept the recharge, the work will be ordered in the normal way and coded to "recharge". If possible, full payment in advance should be taken. If not, once completed, an invoice will be issued for the cost of the works for payment by the Tenant.

10.4 When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in

- Sections 6 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'),
- Section 8 ('Rechargeable Repairs – Void Properties (when you end your tenancy / mutual exchange)' , and
- Section 9 ('Rechargeable Repairs – Other'),

but the Tenant is unwilling to arrange for the repairs to be completed (either by recharge or making their own arrangements) and as a consequence will put their residents or visitors at risk, then the repair shall be ordered in the normal way, coded to "recharge" and an invoice sent to the Tenant as soon as possible after the completion of the works.

10.5 When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in

- Section 6 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'),
- Section 8 ('Rechargeable Repairs – Void Properties (when you end your tenancy / mutual exchange), and
- Section 9 ('Rechargeable Repairs – Other')

and where the Tenant is deceased, and the recharge is justifiable an invoice will be raised against the estate.

10.6 The Housing and Property Team should be emailed with any proposed recharge details before an invoice is sent. They have 7 days to respond. If no response is received in 7 days, then recharge will be sent out. Details of any rechargeable repairs, together with

supporting evidence (e.g. dated photographs), should be recorded with the Property Inspection Report and a copy sent to the Tenant together with the recharge cost for each repair.

## **11 CALCULATING THE COST AND PAYMENTS OF RECHARGES**

- 11.1 Once a Rechargeable Repair has been identified, a report will be compiled highlighting each item, details of the repair(s) and an estimated cost. This will be used to create an invoice for the cost of completing all of the listed works.
- 11.2 The costs of Rechargeable Repairs are based on the repair costs (usually in accordance with the schedule of rates unless a specialist repair service is required) and may vary. Admin fees will be charged at £20 plus VAT per invoice or such other amount as from time to time may be agreed by the Authority.
- 11.3 If there are multiple debts owed by the Tenant, the payment of rent arrears will always be the priority debt.
- 11.4 Where Resident(s) are unable to pay the amount due for a recharge in full, a repayment plan can be discussed with the Housing and Property Team, and the Finance Team, and if appropriate in the particular circumstances of the case, agreed at a reasonable/affordable level.
- 11.5 There are various methods by which payments can be made: online payments, by telephone, payment by cheque with the invoice number on the back, in person at the Commissioners' Offices by debit card.
- 11.6 Where an invoice is raised against an estate and there are no funds available, the executor/administrator of the estate, next of kin or other persons managing the financial affairs must provide a copy of the deceased's closing bank statement.
- 11.7 Residents should not need to wait for a reminder to pay outstanding charges if they know that the payment is due.

## **12 ENFORCEMENT**

- 12.1 Where an invoice has been issued but the Tenant fails to pay the sums owed, the matter will be dealt with in accordance with the Authority's debt recovery procedure (including in accordance with any legislative requirements under the relevant provisions relating to Tenants).

## **13 DISPUTES AND EXCEPTIONS**

- 13.1 Subject to any legislative requirements, disputes of recharges must be received in writing to the District Surveyor (or an officer nominated for the purpose by the District Surveyor) within 30 days of the invoice been sent.
- 13.2 When a dispute is lodged a decision will be made in writing to the Tenant in line with the Authority's Communication Policy. The Tenant will be notified of what evidence is required within the same time scale. It is the Tenant's responsibility to provide the requested evidence. If not received then it will be assumed that the Tenant(s) no longer wishes to pursue the matter.

- 13.3 Onchan District Commissioners will fully investigate any disputed rechargeable costs. If after investigation the original costs are upheld, the Tenant/person responsible will be advised that steps will need to be taken to repay the amount owing; or if they remain dissatisfied with this, a complaint may be lodged within 30 days of the review decision which will be investigated through the formal complaints process.
- 13.4 The cost of a recharge may be waived (in full or in part) in exceptional circumstances where evidence can be provided to justify such waiver, e.g. it may be appropriate to waive if the Tenant has a disclosed, prolonged or considerable disability, mental health issue, learning difficulties or where a recharge would result in considerable financial hardship.
- 13.5 The Authority has the right to refuse to carry out Rechargeable Repairs providing that by doing so, the Authority are not placing the Tenant or any other residents at risk of harm and the Authority is not acting in breach of any legal obligations to the Tenant. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

## **12. LEGAL & REGULATORY FRAMEWORK**

The rights and obligations of our tenants are set out in the following:

### **12.1 Tenancy Agreement**

The individual Tenancy Agreement will specify the responsibility of both Onchan District Commissioners and the tenant for repairs to the property.

### **12.2 Legal/Policy Framework**

Housing Act 1955  
Housing (Miscellaneous Provision) Act 1976  
Housing (Miscellaneous Provision) Act 2011  
Local Government Act 1985  
Landlord and Tenant Act 1954  
Landlord and Tenant Act (Miscellaneous Provisions) 1976  
Conveyancing (Leases and Tenancies) Act 1954  
Recovery of Rent Act 1954  
Tenancies (Implied Terms) Act 1954  
Housing (Rent Control) Act 1948

## **13. RESPONSIBILITIES**

- 13.1 The Chief Executive/Clerk has overall responsibility for the implementation of this policy, including ensuring that adequate staff resources are made available to implement the policy and for arranging appropriate training to ensure that all staff can fulfil their roles and responsibilities.
- 13.2 The District Surveyor Clerk is responsible for determining whether a recharge is appropriate, taking into consideration tenant's individual circumstances and the details surrounding the case.
- 13.3 The Housing and Property Team will be responsible for collating the evidence required



for each recharge, e.g. photographs, reports, invoices from contractors and correspondence with customers.

- 13.4 The Finance Team will arrange for the tenant to be invoiced with the expectation that the invoice will be paid within 30 days, unless a repayment agreement has been made.

The Finance Manager will decide in cases of non-payment whether to:

- Pursue the debt through the Courts.
- Pass the debt to a debt collection agency (former tenants only).
- Write off the debt.

#### **14. EQUALITY, DIVERSITY, INCLUSION & VULNERABILITY IMPLICATIONS**

- 14.1 Onchan District Commissioners are committed to dealing with all customers in a fair and equitable manner.

- 14.2 With regard to recharges, we will consider every case on its merits. Circumstances where we may decide to waive the recharge include, but are not limited to:

- Where there has been criminal damage to our property, evidenced by a police incident report, but the damage was caused by persons unknown or in a situation of domestic abuse or harassment.
- Where damage is found following the end of a tenancy and it is considered inappropriate to pursue the former tenant or their next of kin for the charges. Examples include where residents have been moved into hospital or residential care. Where a resident has died, we may seek to recover any costs from the deceased's estate.
- Instances where the customer has significant vulnerability issues, such as a lack of mental capacity.

#### **15. MONITORING**

- 15.1 Activities covered by this policy are subject to periodic audit review, both external and internal.

#### **16. POLICY REVIEW**

- 16.1 This Recharge Policy will be reviewed every two years, unless there are significant changes in legislation, regulation, or central or local government guidance.

## APPENDIX 1 - GUIDELINES SUMMARY

### KEY POLICY PRINCIPLES

1.1 We will recharge tenants in the following circumstances:

- if we carry out a repair which is the tenant's responsibility, as defined in the tenancy agreement and our Responsive Repairs Policy
- if damage is caused by the tenant, another household member or a visitor (whether deliberate, accidental or through negligence)
- where the tenant reports a repair as an emergency, which subsequently turns out not to be a genuine emergency as defined in our Responsive Repairs Policy
- where an outgoing tenant has not left the property in the condition expected by the Authority. This includes failing to clear the property and/or garden of possessions or rubbish
- if a tenant has not kept an agreed appointment with one of the Authority's contractors, who subsequently makes a charge for the abortive call
- if we are required to rectify work or repairs the tenant has carried out, which are not to the required standard or where our prior permission has not been sought
- where we incur costs in gaining access to our property, for example, to undertake important safety checks.

1.2 We will:

- notify the tenant as soon as we become aware there may be a recharge, even if we do not know the amount of the recharge at the time of notification
- levy an administration charge of £20.00 plus VAT in addition to the cost of the rechargeable work
- consider passing the debt to a debt collection agency, in the case of former tenants, where we have been unable to collect the recharge debt or to locate the tenant
- ensure that all tenants are made aware of their responsibilities when they sign a tenancy agreement
- encourage tenants to have contents insurance to cover accidental damage to their personal possessions
- provide appropriate training to ensure relevant staff have up-to-date knowledge of our policy, relevant legislation and best practice
- seek to raise awareness amongst tenants of the circumstances in which we will make a recharge (e.g. via the website and newsletter articles)
- allow any tenant, who wishes to challenge a recharge, or who is dissatisfied with our handling of the case, to make a complaint in accordance with our Complaints Policy and Procedure. A tenant who wishes to challenge a recharge may do so within 21 days of receiving the initial invoice. The challenge will be considered by a member of the Leadership Team who has not been involved in making the original decision
- consider each case on its merits, including consideration of any vulnerability issues.

# MEMORANDUM

<b>To:</b>	Onchan District Commissioners
<b>From:</b>	Acting Chief Executive/Clerk
<b>Ref:</b>	Corporate Governance Principles and Code of Conduct
<b>Date:</b>	22/06/22

This agenda item has been issued to all Members and employees of the Authority. I wish to draw attention to the following extracts from the Onchan District Commissioners Corporate Governance Principals and Code of Conduct:

## **Section 10: General Obligations**

***You must treat others with respect. You must not:***

(a) do anything which may cause your authority to breach any of the equality enactments (i.e. Employment (Sex Discrimination Act) 2000; Employment Act 2006; Human Rights 1998 or any other relevant legislation).

(b) bully any person;

(c) intimidate or attempt to intimidate any person who is likely to be – (i) a complainant (ii) a witness, or (iii) involved in the administration of any investigation or proceedings in relation to an allegation that a member (including yourself) has failed to comply with his/her Authority's code of conduct or

(d) do anything which compromises or is likely to compromise the impartiality of those who work for, or on behalf of, your Authority.

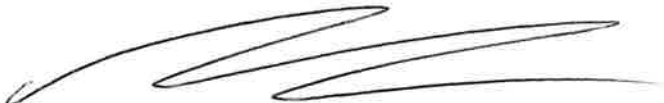
***You must respect all local authority employees and the role they play, and treat them with courtesy at all times. It is expected that employees will show the same consideration in return.***

## **Section 11: Conduct in a Board meeting**

It is expected that you respect the Chair, your colleagues, local authority employees and any members of the public present within your meeting room during local authority meetings or other formal proceedings of the authority. You must comply with rulings from the Chair in the conduct of the business of your local authority.

The current Corporate Governance Principles and Code of Conduct document is due to be updated during 2022. A draft of this document with suggestions for improvement will be brought before the Board in due course for consideration.

For Members and employees attention.

A handwritten signature in dark ink, consisting of several fluid, overlapping loops and a long horizontal stroke at the end.

ROSS PHILLIPS  
ACTING CHIEF EXECUTIVE/CLERK



Friends of  
Chernobyl's  
Children *Isle of Man*

Manx Registered Charity Number 977

## CHARITY NEWS UPDATE

### Practical help for Ukrainian children

It's almost four months since the country of Ukraine was invaded by Russia & for the first few weeks our TV screens were filled with pictures & news of the conflict with the reports of the atrocities that were being committed.

No doubt we have all been impressed by the courage shown by the Ukrainian people & by President Volodymyr Zelensky. The plight of the people touched the hearts of folk around the world including many here on the IOM & their desire to try & help alleviate the suffering of families who were forced to flee their homes.

Unfortunately, other events such as partygate, beergate, championship football matches & so-called celebrity court cases seem to have taken precedence as to be more newsworthy.

The danger is that we will become complacent & indeed eventually forget about the conflict, but the Ukraine continues to suffer mindless destruction & devastation at great human cost.

Many charities are doing all they can to help relieve the suffering of the people & FOCC (IOM) have been able to give practical assistance to some of the Ukrainian children who have already relocated to the island. With more children due to arrive on the island soon, FOCC (IOM) are hoping to assist them as well.

We are grateful to Karolina Davison for her assistance in enabling us to get our programme of practical help off to a good start.

FOCC (IOM) have also been sending practical aid to the Slavic Gospel Association (SGA) for their work in the Ukraine particularly amongst the children still living in that war-torn country.

The latest report we received from SGA was that their volunteers had rescued some children from the besieged city of Mariupol who had been hiding from the bombing. SGA have also been involved with the safe evacuation to Germany of 60 children & their house parents from the Grace Shelter, an orphanage, in Odessa. However, there are still many children in the Ukraine enduring the horrors of war alongside their families.

### Children from Belarus

We have been asked many times what is happening about the children from Belarus & at the moment we don't have an answer to that question. All we do know is that there is a complete ban on all international news & as most of our families live in the Mogilev village areas, they have very little idea of what is happening & can't understand why the children are unable to visit.

We are trying to remain positive that someday our main work can recommence & the children from Belarus will once again visit the IOM but in the meantime, we will continue to help the children of the Ukraine during these difficult times for them.

### Finally - Local news

This year we have unfortunately lost some of our supporters either thru ill health or they have passed away. We were saddened to learn of the recent deaths of Rev Les Lawrinson & Adrian Earnshaw who with their wives were among our **first** hosts in 2000. The charity sent condolences to both families. We were also shocked to hear that one of our **new** hosts Dave Moffit & a local TT rider, was severely injured in an accident during practice week. We send our good wishes to Dave for a full & speedy recovery.

Thank you

**Isle of Man Municipal Association**

President: Fenella Logan Onchan District Commissioners	Chairman: Vivien Quane Lezayre Commissioners	Secretary: Krystina Hodgson Iommunicipalassociation@outlook.com Tel: 07624 493535 or 07832 350535
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**NOTICE IS HEREBY GIVEN that a Meeting of the Executive Committee of the Municipal Association is to be held on Thursday 23 June 2022 at 7.00pm at Braddan Commissioners' Offices, Close Corran, Union Mills, Braddan.**

<b>AGENDA</b>
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- 1. Welcome**
- 2. Meeting with Minister Chris Thomas (Housing & Communities & DOI Matters)**
- 3. Apologies for absence**
- 4. Minutes of May 2022 meeting**
- 5. Treasurer's Financial Statement**
- 6. Secretary's Report**
- 7. Any other business**

**MINUTES OF THE ISLE OF MAN MUNICIPAL ASSOCIATION  
ANNUAL GENERAL MEETING 2022 THURSDAY 19<sup>TH</sup> MAY 2022  
AT 7PM FOR 7.30PM AT OCEAN VIEWS RESTAURANT ONCHAN  
PARK**

**1. PRESENT**

Vivian Quane	Lezayre Commissioners - Chairman
Alan Jones	Peel Town Commissioners - Vice Chairman
Fenella Logan	Onchan District Commissioners President
Matthew Diehl	Michael District Commissioners Retiring President
Peter Hill	Retiring Treasurer Municipal Association
Krystina Hodgson	Secretary/Treasurer Municipal Association
Maureen Rimmer	Lezayre Commissioners
Tim Johnson	Ayre & Michael MHK
Daphne Caine	Garff MHK
Andrew Smith	Garff MHK
Marinda Fargher	Garff Commissioners
Tim Kenyon	Garff Commissioners
Jamie Smith	Garff Commissioners
Aishlin Creer	Garff Commissioners
Melanie Christian	Garff Commissioners
Andrew Jessop	Braddan Commissioners
Peter Washington	Douglas Borough Council
Frank Schuengel	Douglas Borough Council
Natalie Byron	Douglas Borough Council
Steven Crellin	Douglas Borough Council
Janet Thommeny	Douglas Borough Council
Stephen Pitts	Douglas Borough Council
Mike Norrey	Malew Commissioners
Barbara Brereton	Malew Commissioners
John Brereton	Malew Commissioners
Pam Kinrade	Bride Commissioners
Lisa Sims	Bride Commissioners
Stan Pilling	Arbory & Rushen Commissioners
Peter Gunn	Arbory & Rushen Commissioners
Kirrie Jenkins	Arbory & Rushen Commissioners
Terry Miles	Marown Commissioners
Eliza Cox	Marown Commissioners
Kathryn Williams	Onchan District Commissioners
David Quirk	Onchan District Commissioners



**1. Welcome & thanks to outgoing Officers.**

The Chair Mrs Vivian Quane welcomed the Local Authority Boards and the speaker Mr Peter Kelly MBE and thanked them for attending the AGM meeting/dinner she also thanked the outgoing Officers Mr Graham Connor Secretary, Mr Peter Hill Treasurer for his long service and dedication of 19 years, Mr Norman Cannall Auditor and the outgoing President Mr Matthew Diehl, Michael District Commissioners.

**2. Accounts to 31 December 2021 and Auditor's report.**

The retiring Treasurer Mr Peter Hill read out the auditors and treasurers report and asked for any questions. No one asked any questions.

**3. Annual Subscription 2022/23**

It was agreed that the annual subscriptions would remain at £300.00 for the year per Local Authority.

**4. Election of Officers**

(a) Municipal Association President 2022/23 Nomination: Fenella Logan (Onchan) by rotation who gave a brief speech.

(b) Election of the Chairman of the Municipal Association for the Municipal Year 2022/2023. Nomination: Vivien Quane (Lezayre) proposed by Alan Jones (Peel) and seconded by David Quirk (Onchan District Commissioners).

(c) Election of the Vice-Chairman of the Municipal Association for the Municipal Year 2022/2023. Nomination: Alan Jones (Peel) proposed by Alison Lynch (Marown) and seconded by Vivien Quane (Lezayre) All agreed.

(d) Election of Treasurer of the Municipal Association for the Municipal Year 2022/23 Krystina Hodgson Proposed by Alison Lynch (Marown) and seconded by Alan Jones (Peel) All agreed.

(e) Election of the Secretary to the Municipal Association for the Municipal Year 2022/23. Krystina Hodgson Proposed by Alan Jones (Peel) and seconded by Vivien Quane (Lezayre) All agreed.

Election of the Auditor to the Municipal Association for the Municipal Year 2022/23 Norman Cannell is willing to continue in this post. Proposed by Vivien Quane (Lezayre) and seconded by Alan Jones (Peel) All agreed.

**Meeting adjourns for the meal and prize draw**

The Guest speaker Peter Kelly MBE gave an interesting speech on the Onchan District Commissioners and the history of the Municipal Association of how the Municipal began and how the first meeting and AGM was held on the 29<sup>th</sup> May 1903 at the Town Hall in Douglas with Ramsey, Castletown and Onchan. In attendance. Peel had sent their apologies. Port Saint Mary eventually joined in 1905. It was also agreed that there should be a President and Vice President in 1905 instead of Chairman & Vice Chairman. Other smaller Parish Authorities started to join in 1976. Mr Kelly also explained that he was the secretary to the Municipal Association from 1985 to 1992.

The Chairman gave a vote of thanks and once again thanked everyone for attending the AGM/dinner and for the interesting speech Mr Peter Kelly MBE gave. She said she looked forward to seeing the members at the next meeting and hoped they had all enjoyed the evening. She also thanked the Management and Staff of the Ocean Views Restaurant for the wonderful service and food.

The meeting closed at 10pm.



*The Lieutenant Governor  
and Lady Lorimer*

*request the pleasure of the company of*

*Miss Kathryn Williams & Guest*

*for Beating Retreat*

*on Monday 4th July 2022 at 6:00pm*

*Dress: Suits*

*(those attending The President's Dinner may be in black tie)*

R.S.V.P.

*Social Secretary*

01624 620147

[government.house@gov.im](mailto:government.house@gov.im)

Government House, Onchan IM3 1RR

A Very Big Thank You  
to Andrea, David, Derek and  
Antony for all the help  
that they gave us at our  
celebration Party.

Everyone Enjoyed themselves  
and it was lovely to be  
waited on.

" Thanks again, on behalf of  
The Residents.

# MEMORANDUM

<b>TO</b>	<b>ONCHAN DISTRICT COMMISSIONERS</b>
<b>FROM</b>	<b>HOUSING MANAGER</b>
<b>SUBJECT</b>	<b>HOUSING ALLOCATION – UPDATE</b>
<b>DATE:</b>	<b>8<sup>th</sup> June 2022</b>

Dear Commissioners,

In line with the Public Sector Housing (General Needs) (Allocation) Policy 2019 and the Public Sector Housing (Older Persons) (Allocation) Policy 2019, nine allocations have been undertaken in consultation with the Lead Member of Housing for the period 1<sup>st</sup> April 2022 to 31<sup>st</sup> May 2022 as follows:-

<b>Handover Date</b>	<b>Address</b>	<b>Type</b>	<b>HA Reference</b>
14/04/22	02/57	3 BH	HA 3919
28/04/22	13/11	2 BH	HA 3946
28/04/22	E3/17 SSAFA	1 P EPC Flat	SHA 494
12/05/22	09/69	2 BB	HA 4034
19/05/22	E1/21	1P EPC Flat	SHA 359
19/05/22	E2/61	1P EPC Flat	SHA 470
19/05/22	15/33	3 BH	HA 3962
07/07/22	10/54	3 BH	TG 453
07/07/22	E2/45	1P EPC Flat	SHA 492



A. S. Gale (Mrs)  
Housing Manager