

## **Wirral Council**

### **REVIEW: Allegations raised by former employees of the Council concerning their treatment**

#### **Terms of Reference**

##### **Background**

1. In my capacity as Monitoring Officer to Wirral Council I appoint Nicholas Warren (R) to review the circumstances surrounding the allegation of a breach of confidence by four former employees of the Councils ("the complainants").
2. Details of the allegations are set out in a letter before action dated 21<sup>st</sup> March 2014 from Brown/Turner/Ross Solicitors addressed to the Council's legal advisers, Eversheds LLP. It is alleged that there was a breach of confidentiality by a then employee of the Council in that he named the said former employees as having made what they believed to be protected disclosures under the Public Interest Disclosure Act 1998. A further claim alleged breach of the Data Protection Act.
3. The legal advice to the Council was that, on the basis of the information supplied, it is not accepted that there is any breach as alleged. In spite of this, the Council made an offer of payment of £3,000 for each of the potential claimants as a "time and trouble payment" but has not made any more substantial offers.

##### **Principles governing the Review**

4. The reviewer (R) acts on behalf of the Council.
5. The R's remit is to consider all the circumstances of the matter and:
  - 5.1.1 consider the treatment of all Wirral Council employees involved in the matter;
  - 5.1.2 review the consequences of the matter for the and recommend whether, having regard to all the circumstances, it would be equitable for Wirral Council to take any further action in respect of the complainants.
6. If it came to a question of expenditure, R would have to take soundings from the District Auditor about its scale.
7. Any recommendation made by R involving expenditure by the Council must:
  - 7.1.1 be limited to what local authority accounts rules permit; and

- 7.1.2 be within the bounds of what the District Auditor would accept as reasonable.
8. R's report would be confidential to Wirral Council but a summary of it, consistent with any of Wirral's obligations in respect of confidentiality and other legal obligations, will be agreed between R and Wirral Council and will be supplied to the complainants.
9. Wirral staff will cooperate fully with R.
10. Wirral Council will provide administrative and secretarial assistance to R as required to undertake and complete the review.

**Terms and conditions**

11. The following conditions apply to the review and R's appointment:
- 11.1.1 R will not disclose any information obtained as part of the R to any person unless it is necessary to do so in order to undertake the review.
- 11.1.2 Any request for information about the review or question as to whether a review is being undertaken shall be immediately referred to the Monitoring Officer.
- 11.1.3 The duty of confidentiality shall not apply to information which is in the public domain nor to any information which R is required by law to disclose.
- 11.1.4 The Council will indemnify R against the reasonable costs of defending any defamation action or threat of defamation action against R in his role as the R and any damages awarded against R in any such action. Any threat of or institution of such proceedings shall be immediately notified to the Monitoring Officer and no liability shall be admitted by R.
- 11.1.5 Copyright in R's report will belong to the Council and following completion of the report all documentation must be sent to the Monitoring Officer for secure retention and management in accordance with the Data Protection Act.
- 11.1.6 The Council agrees to pay all travel and other expenses (if any) reasonably incurred by R in undertaking the review.

**Surjit Tour**  
Monitoring Officer

12 February 2015