



Oversight and Strategy Committee  
10:30 am Tuesday 3 October 2023  
The Community Room, The Pavilion, Broomhall Lane, Sunningdale

## Agenda Part I

**Summoned to Attend:** Cllr Grover, Cllr Biggs, Cllr Buxton, Cllr Pike.

Members of the public are welcome to attend. Residents wishing to address the committee are requested to register this by emailing [Clerk@sunningdaleparish.org.uk](mailto:Clerk@sunningdaleparish.org.uk) by 10am on the day prior to the meeting. Public comments are at the discretion of the committee chairman and in line with the council standing orders.

### **OS 31 / 2023 Attendance and Apologies**

To receive declarations of interest for agenda items

### **OS 32 / 2023 To approve the minutes of the meeting 25 July 2023.**

Chairman's update on matters not covered on the agenda and carry forward actions.

### **OS 33 / 2023 Public Adjournment – Maximum 15 minutes – 5 minutes per speaker**

Members of the public may make representations, answer questions, and give evidence in respect of the business on the agenda.

### **OS 34 / 2023 Business from previous meetings**

**DECISION:** To determine the process for completing and adopting the Consultation Policy

**DISCUSSION:** To review the council training received

**DISCUSSION:** To review the councillor skills matrix

**DECISION:** To receive for approval the council IT and equipment strategy and costs associated

### **OS 35 / 2023 Sunningdale Parish Council Business plan**

**TO NOTE:** To receive a verbal update on the business plan project SF4: Multi use games area, pathways and play area to include confirmation of the next steps and timelines

**TO NOTE:** To receive an update on the two new working groups for L2:Community space and how the residents views can be collected and collated in the update of the business plan as set out in the terms of reference

### **OS 36 / 2023 To receive the Risk Register**

**DECISION:** To receive and review the council risk register and propose to council for the council year 2023 2024 as per the Audit requirements

### **OS 37 / 2023 Information Sharing**

Any further business which members of the committee wish to bring forward.

### **OS 38 / 2023 Date of the next meeting of the Committee**

To review the date of the next meeting to fit with actions due

### **OS 39 / 2023 To resolve exclusion of members of the public and press in accordance with the applicable Legislation for the following PART II Agenda**

## Agenda Part II

### **OS 40 / 2023 To approve the Part II minutes of the meeting 25 July 2023**

Chairman's update on matters not covered on the agenda and carry forward actions.

### **OS 41 / 2023 Information Sharing**

To bring forward any other confidential matter at the discretion of the chairman



## Oversight and Strategy Committee Minutes Tuesday 25 July 2023

### OS 17 / 2023 Attendance and Apologies

**Attendance:** Cllr Biggs (Chairman), Cllr Grover, Cllr Buxton, Cllr Pike

**Apologies:** None

**In Attendance:** R Davies (Clerk and RFO), N Tomlinson (Deputy Clerk)  
Cllr Morgan and Cllr Coxon

There were no members of the public present.

There were no declarations of interest in accordance with the Code of Conduct.

### OS 18 / 2023 To approve the minutes of the meeting 6 June 2023.

**RESOLVED:** The minutes of the 2 May 2023 were approved as an accurate record of the meeting with the following clarifications:

*OS 5 / 23 To include the visioning of the recreation ground would include the opportunity for feedback on the business plan.*

*To include the action for the Clerk to request access for council members to the NALC website.*

Matters and carry forward actions as permitted by the Chairman:

OS 4 / 23 Cllr Grover to share the email as received after the last meeting.

Cllr Pike to put a proposal to the committee to record meetings.

### OS 19 / 2023 Public Adjournment – Maximum 15 minutes – 5 minutes per speaker

There were no members of the public present and no questions or representations received.

### OS 20 / 2023 Business from previous meetings

The committee received an update on the council training and costs associated, the paper was confirmed to be on the agenda for the council meeting that evening for approval. The committee discussed the options and had no amendments prior to the meeting.

**RESOLVED:** That the proposal moves forward at council.

**For:** Cllr Biggs; Cllr Grover; Cllr Buxton

**Abstain:** Cllr Pike

**ACTION:** A discussion took place on the process papers should follow, and an action was taken by the Clerk and Cllr Morgan to bring together a process paper for consideration.

The committee received a verbal update on the consultation policy from the Clerk informing them that due to the comments made after the last meeting by Cllr Pike, these needed reviewing prior to being brought back to committee. Time had not allowed for this work to be completed.

**ACTION:** For the Clerk to review the policy and bring back to the committee.

An update was provided to the committee on the responses received at Charters Festival and the full information would be brought to council that evening.

## **OS 21 / 2023 Sunningdale Parish Council Business plan**

The committee received a verbal update on the business plan project SF4: Multi use games area, and pathways noting that this was still in the planning process. An onsite meeting with the planning officer took on place on 21 July 2023. There were no planning issues highlighted and determination is pending. With regards to comments made on legalities, these are an internal matter and confirmation of process will be provided to council at the point of planning permission as it is anticipated the budget will need to be reviewed due to the delay.

The committee received a verbal update on COM 2: Woodland Walk informing that the ecology report had shown no detriment to putting a walk through the woodland and therefore Toby Goodger, the council's consultant for this work, would proceed with pre-application advice. Work to remove non-native species was being carried out by the council team as identified in the ecology report.

**ACTION:** That the ecology report would be shared with council members.

**ACTION:** That a project area would be created where documents can be shared with council members.

The committee received a verbal update on the actions relating to L2: Community Space with no work having taken place due to time limitations of officers with the vacancy for a full-time project officer. The actions relating to this project are therefore carried forward.

**RESOLVED:** That a working group would be established with the remit of "how does the council do the engagement on the community space". The requirement for this working group would be brought to council in the evening.

The committee received and reviewed the feedback from council members for the business plan projects for 2023 2024 and any additional projects which may be included. It was proposed that a specific task and finish working group would be set up to make a recommendation to council on how the residents views could be collected and collated.

**RESOLVED:** That the requirement for this working group would be brought to council in the evening.

## **OS 22 / 2023 Council Communications**

The committee receive a verbal update on events planned in response to the events survey with the bouncy castle days arranged and provided by the council whilst the cinema and summer picnic being hosted by the council and not requiring any resource or funding.

The committee received an update on council communication plans with the FAQ page on the website being updated as more questions are added, a new free village publication The Sunningdale Village News.

**ACTION:** That the Deputy Clerk would investigate how the posts on the community Facebook page can be responded to by the Council Communications.

## **OS 23 / 2023 To review the Risk Register**

The committee received the Risk Register for review and approval, comments were received in the meeting and a request for further comments to the Clerk by the 28 July 2023.

**ACTION:** That the committee members send through amendments to the clerk by 28 July.

## **OS 24 / 2023 Information Sharing**

The Clerk updated the committee that despite recent email outages for council members, the migration of the Officers IT to Office 365 for business had gone well and a proposal for the next phase to include council members laptops to comply with the DPA and ICO regulations would be brought forward to the next committee meeting.

## **OS 25 / 2023 Date of the next meeting of the Committee**

To confirm the date of the next meeting as 3 October 2023

**OS 26 / 2023** To resolve exclusion of members of the public and press in accordance with the applicable Legislation for the following PART II Agenda.

**RESOLVED:** That only the members of the committee remain in the meeting for Part II discussions.

Cllr Coxon and Cllr Morgan left the meeting.

Part I of the meeting concluded at 12:15pm.

Signed as a true record of the meeting:

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_



# Resolution for the purchase, provision, and ongoing support of 10 council member devices and associated IT.

## Background

The responsibility placed on the council to comply with the GDP Regulations and the Data Protection Act in gathering, storing, and processing personal data, the legal requirement is set out as:

*Integrity and confidentiality principal of GDPR states the organisations must process personal Data in a manner that ensures appropriate security of the personal information, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.*

### **Article 5 of UK GDPR**

Simply put the challenge to council in remaining compliant is to:

- have appropriate security measures in place to prevent personal information the organisation holds from being lost, stolen, or used inappropriately
- correctly access, store and use this data on a personal device
- remain in control of its personal information regardless of who owns the device the work is carried out on

Article 5, (f) UK GDPR states that data must be processed in a manner that **ensures appropriate security** of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

## Current arrangements

On acceptance of office all council members are required to sign the GDPR Waiver (attached as appendix A) which relates directly to the regulation but also to the council insurance indemnity clauses (attached as appendix B).

A recent migration of the council IT provision has moved the council to the .gov.uk domain as a critical digital asset and shows that the council emails and websites are coming from an official UK public sector organisation.

Emails whilst migrated to the 365 platform are still being accessed via personal devices and the risk to the council for the integrity of data remains.

## Risks

1. The requirements on the waiver and insurance as clear, but the council operational team has no ability to carry out checks.
2. The GPDR waiver and the Insurance Data Security Breach require that:
  - a. All software on the device is up to date
  - b. An antivirus is present and in operation
  - c. A suitable firewall is in operation
  - d. Data backup and storage is adequate

- i. Physically in a fire-resistant data safe
- ii. Electronic data backed up at least weekly
- e. Data must be disposed of in a secure manner

## Benefits of council devices

Locally the borough council, RBWM issue all councillors with owned devices to ensure data compliance. And this enables them to keep data secure at the end of a councillor's term in office – they simply hand the device back.

All updating and maintenance is carried out by the council IT provision

Putting all of council onto the Office 365 platform will allow the council to use collaborative working applications such as:

- Teams
- SharePoint
  - Collaborative working spaces
  - Data storage areas
  - Secure storage of council papers and policies
- Calendars

## Costs

Element	Item	Quantity	Cost per Item (Excl VAT) £	Total Cost (Excl VAT) £
CAPITAL	Laptop Example: HP ProBook 250 <b>15" Screen</b> Intel Core i5 8 GB Ram 256 SSD Windows 11 Pro	10	500.00 – 600.00	5,000.00 – 6,000.00
MIGRATION	Reimage devices Join to Azure AD Install 365 apps and AV Application amendments Create bespoke SharePoint site and provide access to councillors			1,600.00
Budget required for initial set up				7,600.00

ANNUAL	Licences per device – Annually	10	162.00	1,620.00
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## Budget available

Cost Centre / Code	Budget line	Budget 2023 2024 £	Allocation to IT project £
4024 101	IT support costs	8,000.00	4,000.00
4905 901	Capital projects	5,000.00	4,000.00

4908	901	"Revenue" projects	5,076.00	0.00
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## Appendix A

The General Data Protection Regulation (GDPR).

Sunningdale Parish Council is registered with the ICO and legally obligated to comply with the General Data Protection Regulations. Integral to this is the compliance of all Officers and Members of the Council who also need to ensure that they protect an individual's personal data whether it is stored electronically or as a hard copy. This applies only to living individuals (not the deceased, companies, other authorities, and charities).

Personal data includes:

- Names and addresses
- Telephone numbers
- Email addresses
- IP addresses
- Identifiers – e.g., Plot x at x allotments

The following measures are required when Members use their personal devices to comply with GDPR:

1. Set up the council specific @sunningdaleparish.org.uk email account separate to other email accounts on the device. i.e., not configured as one of many Outlook accounts visible concurrently.
2. Configure this email as an IMAP account only.
3. Use this email only for parish council correspondence and ensure this remains separate from personal Email.
4. Ensure that all devices (computers, laptops, phones, tablets, tv's) are password protected and that access to the council emails and files are held in an area on the computer not accessible to non-council members.
5. Do not forward emails or email threads that contain personal data.
  - a. To avoid this happening by accident, do not 'reply to all' unless specifically requested.
6. Review all hardcopy information and if no longer relevant destroy using a suitable method (Cross cut shredder or destruction service – this can be provided by the council officers). Ensure the Clerk is aware of actions before destruction.
7. Unless stipulated by the sender, direct all correspondence to an Officer who can obtain consent for further use.
8. Avoid holding an individual's information in a councillor's home or on a PC.
9. Information containing personal data on behalf of the Parish Council must be stored securely in a locked room or cabinet or if on a PC, in an encrypted folder or drive.
10. Antivirus software and operating systems must be up to date.
11. The computer's hard routers security system (firewall) is turned on.
12. Commit to informing the Clerk or other senior Officer to advise of any breaches of the data regulations within 24 hours.

To use your own personal device/s for council data, you are required to confirm that have read the information and understand your responsibility as a parish councillor for protecting personal data.

At the point of leaving the Council, you must confirm that you have deleted any data held regarding the work have undertaken for or on behalf of the Parish Council.





## Appendix B

### **Endorsement DSB001 - Data Security Breach Insurance**

#### **Definitions**

The following Definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

##### **Damage**

Physical loss, destruction or damage.

##### **Data Security Breach**

Loss theft or accidental release of Personal Data involving one or more Data Subjects which creates a risk of financial harm to the Data Subject or which triggers an obligation under any law or regulation to notify the data subject of such loss theft or accidental release.

##### **Data Subject**

An individual who is the subject of Personal Data

##### **Personal Data**

Data which relate to a living individual who can be identified from that data which is in Your possession

#### **Cover**

We will indemnify You in respect of costs incurred with Our consent arising out of a Data Security Breach discovered during the Period of Insurance for

- 1) specialist consultants or consulting engineers to
  - a) Investigate if a Data Security Breach has occurred
  - b) mitigate an ongoing loss
- 2) external legal advice to manage Your response to the Data Security Breach
- 3) notifying any
  - a) Data Subject of the Data Security Breach
  - b) regulatory body of the Data Security Breach where you required to do so by any law or regulation
- 4) Provision of
  - a) a telephone help line to assist Data Subjects after they have been notified of the Data Security Breach
  - b) a credit monitoring or credit protection service to the affected Data Subjects for a period of one year provided that the offer of such service must be accepted by the Data Subject within 12 months of the initial offer
  - c) identity fraud remediation services for Data Subjects

The maximum we will pay in respect of any one Period of Insurance is £25,000

#### **Clauses**

The following clauses apply to this Section.

### **Data Security Breach Claims Service: 0800 051 4473**

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

#### **Conditions**

The following Conditions apply to this Section and in addition to the Policy Conditions at the back of this policy.

#### **Access and Passwords**

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

Access to Computer and Electronic Equipment must be authenticated by the use of individual identification and passwords. Any default or manufacturers passwords or access codes must be changed and kept secure. All passwords protecting access to Personal Data must be changed at intervals not exceeding 60 days.

#### **Firewall**

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

#### **Anti Virus Software**

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must install suitable virus protection software and ensure that it is

(a) updated at intervals of at least once a month

and

(b) in full and effective operation at the time of a loss.

#### **Data Back-up and Storage**

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must store data, software or programs and maintain adequate backup copies by backing up

a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.

b) all data produced by the software or programs no less than once a week or any other period agreed by Us. The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

All Personal Data must be stored and disposed of in a secure manner

#### **Exceptions**

*The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

1) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- a) Terrorism
- b) civil commotion in Northern Ireland
- c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

2) liquidated damages or fines

3) any penalties under contract

4) (a) loss of  
(b) loss of use of  
(c) inaccessibility of  
data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.

5) consequential loss or damage

6) the first £250 of each and every loss

The council risk register will be published separately prior to the meeting