

The office of Wicklow Returning Officer

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School Patrons and Boards of Management

RE: Use of Schools as Polling Stations

I, Mary Delahanty, Returning Officer for the Constituency of Wicklow hereby confirm that each school which is to be used as a polling station for the forthcoming Presidential Election and Referendum on 26th October, 2018 has been risk assessed to ensure that it is suitable for its intended purpose as required under circular SCA-SI-08-01.

Signed: 

October, 2018



Gníomhaireacht Bainistíochta an Chisteáin Náisiúnta
National Treasury Management Agency

An Ghníomhaireacht um Éilimh ar an Stát
State Claims Agency

State Claims Agency, Treasury Building, Grand Canal Street, Dublin 2

+353 01 238 4900

stateclaims@ntma.ie

www.stateclaims.ie

Confirmation Statement General Indemnity Scheme (GIS)

The State Claims Agency (SCA) confirms that, under the National Treasury Management Agency (Amendment) Act 2000 and subsequent orders, the Delegated State Authorities (DSAs) listed overleaf, its servants and/or agents, will be indemnified by the State in respect of any claims for personal injury and/or third party property damage, arising from the negligence of the DSA, its servants and/or agents. The GIS only extends to cover the negligence of the DSA its servants and/or agents, and does not extend to indemnify the negligence of any third party, its servants and/or agents, by reference to Statute or at Common Law.

LIMIT OF INDEMNITY

Unlimited in amount.

TERRITORIAL LIMITS

There are no territorial limits in respect of the GIS.

JURISDICTION LIMITS

There are no jurisdiction clauses set out by the GIS. Jurisdictions are in accordance with the Jurisdiction of Courts and Enforcements of Judgments Acts of the Republic of Ireland.

DURATION OF COVER

Indefinite - Subject to change only in legislation.

INDEMNITY TO PRINCIPAL

State indemnity provides an indemnity to principal where a DSA enters into a contract/agreement with a principal. The principal is indemnified for any personal injury or third party property damage losses which the principal becomes liable to pay as a result of a claim made against the principal by any person or entity which results directly from an act, error or omission of the DSA its servants and/or agents save to the extent the principal contributed to and/or caused the negligent act.

EXCLUSIONS

The following classes of claim are expressly excluded from the SCA's remit under the enacting legislation:

- claims involving a question as to the validity of any law having regard to the provisions of the Constitution;
- claims made in respect of infection, directly or indirectly, with Hepatitis C or the human immunodeficiency virus (HIV), or both, through the administration of blood or blood products or in respect of related matters;
- claims in which certain torts other than negligence are pleaded.

Ciarán Breen
Director
State Claims Agency

Use of Schools as Polling Stations Insurance Issues

The following guidelines have been drafted in respect of the use of schools as Polling Stations in the forthcoming referendum.

In drafting these guidelines it should be noted that School Patrons and Boards of Management who have an Allianz Custodian School Protection policy are adequately protected in respect of their legal liability as owners and/or occupiers of the school premises, subject at all times to the terms conditions exclusions limitations and endorsements of the policy issued to each specific school. Please note there is no indemnity provided to the Returning Officer and/or the State in respect of their use of school premises as this is a matter for the Returning Officer and the State.

Under the State Claims Agency circular SCA-SI-08-01 it clearly states under Section h) that "It is the responsibility of the RO to ensure the premises is appropriate for the intended use i.e. polling and/or counting" It also sets out under h) the responsibilities of the Returning Officer to carry out risk assessments and to identify control measures that may be required

In light of the above the practice of Returning Officers seeking an indemnity from the School or seeking to have the Schools Health & Safety Statement amended to incorporate the Returning Officers exposure is misguided. On the contrary it is the Returning Officer who should be providing an indemnity to the School and who should carry out their own risk assessments to ensure the premises meets their requirements and to ensure they address any shortcomings identified e.g. the lack of external lighting during the hours of darkness.

Consequently Schools should not provide an indemnity to the Returning Officer nor should they extend their own Health & Safety Statement to facilitate the Returning Officer but rather they should

at 866
(a) seek confirmation in writing that the Returning Officer has assessed
the premises to ensure it is suitable for its intended purpose as required
under circular SCA-SI-08-01

(b) seek an indemnity from the Returning Officer in accordance with the
State Claim Agency document SCA-CS-01-02

as per copy enclosed.
the R.O. confirms full indemnity.
in accordance with
ind copy.