



# **Buckland & Chipping Parish Council**

Clerk: Caroline Scott, Lye End Farm, Sandon, Herts, SG9 0RS

Tel: 07542 758 948

e mail: clerk@bucklandandchipping.org.uk

www.bucklandandchipping.org.uk

## **MEETING No 336 of BUCKLAND & CHIPPING PARISH COUNCIL**

### **Annual Parish Council Meeting**

**Monday 12<sup>th</sup> May 2025, 7.30pm in St Andrew's Church, Buckland**

**To: Cllrs Robert Arkle (Chair), Penny Baxter-Newman (Vice), Jeff Kenyon, Helen Dauris**

**You are summoned to attend Meeting No 336 to transact the business on this agenda.**

*Public and press are welcome to attend, although under Section 1(2) of the Public Bodies (Admissions to Meetings) Act 1960, they may be excluded for the discussion of confidential business. Please note that Public participation is not permitted, except during the time designated for public comments.*

*C Scott*

Mrs C Scott,

Date: 7<sup>th</sup> May 2025

**Clerk to Buckland and Chipping Parish Council**

*To assist in the speedy and efficient despatch of business, members requiring further information or clarification on items included on the agenda are requested to enquire prior to the meeting.*

### **AGENDA**

**336.1 Election of Chairman**

To elect a Chairman for the year 2025/26 and sign Declaration of Acceptance of Office

**336.2 Co-option**

To review applications for the vacancy of Buckland and Chipping Parish Councillor

**336.3 Election of Vice-Chairman**

To elect a Vice-Chairman for the year 2025/26 and sign Declaration of Acceptance of Office

**336.4 Apologies for absence**

To receive and accept apologies for absence.

**336.5 Declarations of Interest and dispensations**

1. To receive declarations of interest from councillors on items on the agenda
2. To receive and consider members' written requests for dispensations for declarable interests; and
3. To grant any requests for dispensation as appropriate

**336.6 Minutes**

To confirm the minutes of Buckland and Chipping Ordinary Parish Council [Meeting 335, 3<sup>rd</sup> March 2025](#) as an accurate record of proceedings

**336.7 Appointment of Representatives**

To appoint representatives to serve on Committees, outside bodies and working Parties.

**336.8 Reports to the Council**

To receive reports from representatives on outside bodies, local authorities and agencies

1. Crime Report Mar 2025

**336.9 Public Comments: Limited to 15 minutes**

Members of the public and councillors can raise matters of concern.

**336.10 Finance**

1. To note receipt of income
2. To receive summary report of receipts and payments against budget
3. To receive bank reconciliation & year end bank reconciliation
4. To approve insurance renewal by Zurich Municipal for 2025-26 4yr agreement up for review
5. To consider moving to bucklandandchipping-pc.gov.uk website
6. To receive and approve the asset register
7. To note that the VAT return for 31st March 2025 has been submitted
8. To authorise payments made in accordance with the budget
9. Annual Governance and Accountability Return (AGAR) 2024/25  
Audit requirements for the year ending 2024/25
  1. To approve the Annual Accounts 2024/25
  2. To approve the Certificate of Exemption 2024/25
  3. To receive the Annual Internal Auditor Report for the year 2024/25
  4. To approve Section 1, the Annual Governance Statement 2024/25
  5. To approve Section 2, Accounting Statements 2024/25
  6. To agree the dates for the public rights period, 3<sup>rd</sup> June – 14<sup>th</sup> July 2024

**336.11 Planning**

To receive a planning report on applications and decisions

1. 3-25-0613-HH - Hill View Buckland

**336.12 Council Documents**

To consider, review and agree council policies and documents

1. To review Code of Conduct
2. To review Complaints Procedure
3. To review Data Protection Policy
4. To review Disciplinary Policy
5. To review Financial Regulations
6. To review Freedom of Information Policy
7. To review Greivance Policy
8. To review Retention of Documents
9. To review Scheme of Delegation and Records Policy
10. To review Standing Orders

**336.13 Reports from Working Parties and Committees, Parish Matters**

1. June Newsletter:
  1. to discuss content
  2. to agree an editor
  3. to agree delivery date
2. Autumn celebrations
3. Action Plan

**336.14 To note items for future agendas:** and to receive any other items for future consideration

**336.15 Date of next Parish Council Meeting: 7.30pm, Monday 7<sup>th</sup> July 2025, St Andrew's Church, Buckland**



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## **MEETING No 335 of BUCKLAND & CHIPPING PARISH COUNCIL**

### **Ordinary Parish Council Meeting**

**Monday 3rd March 2025, 7.30pm in The Manor House, Buntingford**

**Present: Cllrs Robert Arkle(Chair), Penny Baxter-Newman(Vice), Jeff Kenyon**

**Attending: Caroline Scott (Clerk), DCllr David Woollcombe, 2 parishioners**

### **Minutes**

Meeting opened 19:30

#### **335.1 Apologies for absence**

**To receive and accept apologies for absence.**

Cllr H Dauris

#### **335.2 Declarations of Interest and dispensations**

1. To receive declarations of interest from councillors on items on the agenda **None**
2. To receive and consider members' written requests for dispensations for declarable interests (if any), **None**
3. To grant any requests for dispensation as appropriate, **None**

#### **335.3 Minutes:**

1. To confirm the minutes of Buckland and Chipping Ordinary Parish Council [Meeting 334, 6<sup>th</sup> January 2025](#) as an accurate record of proceedings. **Resolved** Proposed Cllr J Kenyon, Seconded Cllr P Newman-Baxter

#### **335.4 Reports to the Council**

To receive reports from representatives on outside bodies, local authorities and agencies

1. [Crime Report 2025](#) - noted
2. [Brookside Streetlamp report](#)
3. [Crime Report Feb 2025](#)
4. DCllr Woollcombe reported about the reorganisation of the council, there is the likelihood of 3 unitary councils, District Plan 282 sites have been put forward from landowners, Transport is going to be needed to be reviewed.  
The District Council is planning a new parking policy throughout East Herts, but this is unlikely to effect Buckland or Chipping. Looking at allowing solar panels on conservation areas.

#### **335.5 Public Comments: Limited to 15 minutes**

Members of the public and councillors can raise matters of concern related to agenda items.  
**None**

Signed.....

### 335.6 Finance

1. To authorise [payments made in accordance with the budget](#) – all payments were **resolved**  
Proposed Cllr R Arkle, seconded Cllr J Kenyon
2. To note receipt of income – none received
3. To receive [summary report of receipts and payments](#) against budget - **noted**
4. To receive [bank reconciliation](#) – received and signed
5. To consider price quotations, charges and grant requests – Grass Cutting by CT Gardens was agreed for another year – **resolved** proposed Cllr P Baxter-Newman, seconded Cllr J Kenyon

### 335.7 Planning

To receive a planning report on applications and decisions

### 335.8 Policies & Procedures

1. [Calendar of Meetings](#) - to adopt
  2. [Equality and Diversity Policy](#) - to adopt
  3. [Subject Access Request](#) – review
  4. [Effectiveness of Internal Control Review](#) – to adopt
  5. [Audit Plan](#) - to adopt
- All policies **resolved** proposed Cllr J Kenyon, seconded Cllr R Arkle

### 335.9 Reports from Working Parties and Committees

1. March/April Newsletter:
  1. to discuss content
  2. to agree an editor – Cllr P Baxter-Newman and Clerk
  3. to agree delivery date – 5<sup>th</sup> April
2. VE-Day celebrations – Burgers, beacon, music, gazebo, 8<sup>th</sup> May 19:30 start, light beacon 21:30, games.
3. CCT June Event for St Andrew's Church, Buckland – Reverend of the parish is organising an event
4. [Government Letter to Hertfordshire; proposals for re-organisation](#)
5. [Salt bin placement](#) – **resolved** to keep the bin and repurpose as storage of event equipment, proposed Cllr R Arkle, seconded Cllr J Kenyon

### 335.10 To note items for future agendas: And to receive any other items for future consideration

The footpath between Chipping and Buckland  
Summer Event.

### 335.11 Date of next Parish Council Meeting: 7.30 pm, Monday 12<sup>th</sup> May 2025, St Andrew's Church, Buckland. Closed 20:54



# Neighbourhood Policing Report APRIL 2025

\*NO RECORDED CRIMES – Does not include reports for domestic incidents, child protection investigations, or sexual offences. Not all reported incidents end up being recorded as crimes and will therefore not appear on the report.

## ASPENDEN

\*NO RECORDED CRIMES

## BRAUGHING

1x Business Burglary - Investigation ongoing.

1x Criminal Damage – Unexplained damage to a roof.

## BUCKLAND

1x Theft of Motor Vehicle – Vehicle recovered.

## BUNTINGFORD

1x Burglary – Youth suspects who broke into suspected abandoned building, suspects identified, investigations ongoing.

3x Harassment – 2x suspects identified, investigations ongoing.

2x Public Order Offence – 1x Youth suspects identified and being investigated & 1x Victim unsupportive of police action.

2x Theft – 1x Items mistakenly left outside shop subsequently taken. CCTV of suspects, investigation ongoing. 1x Civil dispute, suspect identified.

2x Theft/Make Off Without Payment – Store to initiate civil recoveries.

1x Theft from shops and stalls – Potential suspect identified, investigations ongoing.

1x Going Equipped to Steal – 3x Suspects arrested and subsequent offences in Norfolk identified.

1x Theft of Motor Vehicle – Vehicle recovered.

1x Possession of Controlled Drug – Class B Community Resolution issued.

## CHIPPING

\*NO RECORDED CRIMES

## PUCKERIDGE

1x Criminal Damage - CCTV of suspects, investigation ongoing.

1x Common Assault – Apologies made by suspect, victim subsequently unsupportive of police action.

1x Owner or person in charge allowing dog to be dangerously out of control injuring any person or assistance dog - Victim unsupportive of police action.

## STANDON

2x Threats to Kill, 1x Possession of an Offensive Weapon, 2x Common Assault – All relating to a neighbour dispute, suspect arrested.

1x Criminal Damage – Vehicle damaged, no suspects identified.

## THROCKING

\*NO RECORDED CRIMES

## WYDDIAL

1x Criminal Damage – Fields driven over causing crop damage. Investigation ongoing.

## **Other news and updates:**

With the lighter evenings, the Neighbourhood Policing Team are continuing to monitor local parks and other areas that may be susceptible to antisocial behaviour. Generally, we find that the vast majority of time, they are occupied by well-behaved children and their families enjoying the various facilities. However, we are aware of a small number of individuals, some of whom have been identified, whose behaviour is being monitored and moderated. As part of our recent Priority Setting Forum, where residents and parishes are consulted on local policing concerns, we will be focusing in particular on ASB in Norfolk Road Playing Fields.

Following CCTV enquiries, we have identified a vehicle being used by an organised group of shoplifters who have been operating across the Three Counties and beyond. The investigation is ongoing, but the suspects seem to have thankfully stayed away from Buntingford in recent weeks.

If you need to report a crime in progress, please call 999, for all others please use 101 or online reporting <https://www.herts.police.uk/ro/report/ocr/af/how-to-report-a-crime/>

The Herts Connected system delivers Hertfordshire police's crime alerts. Registered local residents can receive the latest crime or emergency updates and alerts, as well as information about policing events in your area. Local residents can get involved in helping to make their local area a safer place, tell us what police should be doing in their area, shape the initiatives that help to keep people and property safe, and tell us what matters are causing local communities harm.

The more residents that register, the better informed and safer our communities will be. We would be most grateful if you could continue to share the link below in any parish communications, and especially on social media, to encourage as many local residents as possible to sign up.

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

Your cooperation is very much appreciated.

Additional Crime Prevention Advice can be found via this link:  
<https://www.herts.police.uk/cp/crime-prevention/> Thank you

## Crime Report MARCH 2025

\*NO RECORDED CRIMES – Does not include reports for domestic incidents, child protection investigations, or sexual offences. Not all reported incidents end up being recorded as crimes and will therefore not appear on the report.

### ASPENDEN

\*NO RECORDED CRIMES

### BRAUGHING

1x Theft of Number Plates - Investigation ongoing.

### BUCKLAND

\*NO RECORDED CRIMES

### BUNTINGFORD

1x Theft from Motor Vehicle - Investigation ongoing.  
2x Theft from Shops – Investigation ongoing.  
1x Business Burglary – Suspects not identified.  
1x Theft of Number Plates – Unknown if plates had previously fallen off or removed elsewhere.  
2x Criminal Damage – 1x CCTV revealed no offence had taken place. 1x School investigating  
1x Public Order Offence – Community Resolution to be issued.  
1x Harassment – Unsupportive of police action.  
2x Theft – Distraction theft, investigation ongoing.  
1x Theft from Shops – Make off without payment. Suspect identified.  
1x Possession of Controlled Drug – Suspect arrested.  
1x Attempted Business Burglary – Suspects failed to gain entry.  
1x Assault – Youth crime and dealt with accordingly.

### CHIPPING

\*NO RECORDED CRIMES

### PUCKERIDGE

1x Common Assault - Investigation ongoing.  
1x Theft of Motor Vehicle - Investigation ongoing.

### STANDON

1x Theft – AED taken and subsequently returned.  
2x Burglary – 1x Residential & 1x Storage container broken into. Investigation ongoing.  
1x Attempted Burglary - Investigation ongoing.  
1x Dog Dangerously out of control – Suspect identified and to be interviewed.  
1x Theft of Number Plates - Investigation ongoing.

### THROCKING

\*NO RECORDED CRIMES

### WYDDIAL

\*NO RECORDED CRIMES

**Other news and updates:**

Overall crime is down for the month on the previous year. The Neighbourhood Policing Team have successfully identified four suspects for the Make Off Without Payments recorded in January and February. All suspects have made reparations to the victim, with one additionally being issued a Community Resolution and banned. A Community Resolution was also issued to one of the identified shoplifters recorded last month. Thanks in part to the house-to-house enquiries carried out by the team and the CCTV trawl conducted by Police Volunteer Paul Dearman, the two suspects in the recent armed robbery were both identified and arrested and are currently on remand. Buntingford Town Council reported a driving incident that was captured on CCTV. The driver has subsequently been identified and is being reported for Driving Without Due Care and Attention.

With the clocks going forward and lighter evenings, we will continue proactive patrols of local parks and other areas that may be susceptible to antisocial behaviour.

If you need to report a crime in progress, please call 999, for all others please use 101 or online reporting <https://www.herts.police.uk/ro/report/ocr/af/how-to-report-a-crime/>

The Herts Connected system delivers Hertfordshire police's crime alerts. Registered local residents can receive the latest crime or emergency updates and alerts, as well as information about policing events in your area. Local residents can get involved in helping to make their local area a safer place, tell us what police should be doing in their area, shape the initiatives that help to keep people and property safe, and tell us what matters are causing local communities harm.

The more residents that register, the better informed and safer our communities will be. We would be most grateful if you could continue to share the link below in any parish communications, and especially on social media, to encourage as many local residents as possible to sign up.

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Your cooperation is very much appreciated.

Additional Crime Prevention Advice can be found via this link:  
<https://www.herts.police.uk/cp/crime-prevention/> Thank you



## REMITTANCE ADVICE

Buckland & Chipping Parish Council  
C/O Colin Marks  
17 Park Lane  
Puckeridge  
Herts  
  
SG11 1RL  
clerk.bucklandandchippingpc@gmail.com

**East Hertfordshire Council**  
**Exchequer Services**  
**Wallfields**  
**Pegs Lane**  
**Hertford**  
**SG13 8EQ**  
**Tel: 01279 502052**  
  
**Creditors@eastherts.gov.uk**

**Creditor Number** B8901

**Payment Date** 25/04/2025

### BACS PAYMENT ADVICE

Invoice Number	Invoice Date	System Ref	Transaction Type	Amount Payable
2025/26PRECEPTS	01/04/2025	00174152	Invoice	5747.50
<b>Total</b>				<b>5747.50</b>

### PAYMENT MADE BY BACS

BACS payment was issued today from East Herts DC as defined above

Please note creditors data may be provided to bodies responsible for auditing an  
public funds, for the purpose of preventing and detecting fraud.

## Summary of Receipts and Payments

All Cost Centres and Codes

## Administration

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
3	Clerk Expenses				200.00		200.00	200.00 (100%)
4	Office & Admin				440.00		440.00	440.00 (100%)
5	Payroll Service				70.00		70.00	70.00 (100%)
6	Audit Costs				251.88		251.88	251.88 (100%)
7	Website hosting				200.00		200.00	200.00 (100%)
8	Insurance				550.00	556.52	-6.52	-6.52 (-1%)
9	Hall Hire				111.00	20.00	91.00	91.00 (81%)
10	Election Reserve							(N/A)
11	Training				300.00	37.50	262.50	262.50 (87%)
12	Newsletter				429.00	52.00	377.00	377.00 (87%)
13	Bank Charges							(N/A)
14	Other							(N/A)
SUB TOTAL					2,551.88	666.02	1,885.86	1,885.86 (73%)

## Earmarked Reserves

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
36	Election costs							(N/A)
SUB TOTAL								(N/A)

## Events

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
27	Summer Event				1,300.00		1,300.00	1,300.00 (100%)
28	Winter Event				500.00		500.00	500.00 (100%)
33	Spring National Clebrations				500.00		500.00	500.00 (100%)
SUB TOTAL					2,300.00		2,300.00	2,300.00 (100%)

## General

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
23	Poppy Wreath				20.00		20.00	20.00 (100%)
24	Kiosks & Electric				150.00		150.00	150.00 (100%)
25	AED							(N/A)
26	Misc & Reserve				350.00		350.00	350.00 (100%)
32	Bank Charges				72.00		72.00	72.00 (100%)
34	CAB Donation				50.00		50.00	50.00 (100%)
39	Donation							(N/A)
41	PC Assets				400.00		400.00	400.00 (100%)
SUB TOTAL					1,042.00		1,042.00	1,042.00 (100%)

## Summary of Receipts and Payments

All Cost Centres and Codes

Income		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
31	Precept	11,495.00	5,747.50	-5,747.50				-5,747.50 (-50%)
35	Event Income							(N/A)
37	VAT reclaim		2,304.91	2,304.91				2,304.91 (N/A)
38	Donation Received							(N/A)
40	Grant received							(N/A)
SUB TOTAL		11,495.00	8,052.41	-3,442.59				-3,442.59 (-29%)

Litter Picking		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
29	Buckland Litter Pick				1,140.00		1,140.00	1,140.00 (100%)
30	Chipping Litter Pick				1,140.00		1,140.00	1,140.00 (100%)
SUB TOTAL					2,280.00		2,280.00	2,280.00 (100%)

Maintenance		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
19	Grass Cutting				2,280.00	190.00	2,090.00	2,090.00 (91%)
20	Dog Litter Bins				650.00		650.00	650.00 (100%)
21	Trees & Reserve							(N/A)
22	Bus Shelter				600.00		600.00	600.00 (100%)
42	Property Repairs				300.00		300.00	300.00 (100%)
43	AED unit				100.00	205.00	-105.00	-105.00 (-105%)
SUB TOTAL					3,930.00	395.00	3,535.00	3,535.00 (89%)

Salary		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1	Salary				3,344.39	577.20	2,767.19	2,767.19 (82%)
2	PAYE					18.00	-18.00	-18.00 (N/A)
SUB TOTAL					3,344.39	595.20	2,749.19	2,749.19 (82%)

Subscriptions		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
15	HAPTC				158.13	158.13		(0%)
16	ICO				40.00		40.00	40.00 (100%)
17	SLCC				72.00		72.00	72.00 (100%)
18	CPRE							(N/A)

## Summary of Receipts and Payments

All Cost Centres and Codes

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SUB TOTAL				270.13	158.13	112.00	112.00 (41%)
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## Summary

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NET TOTAL	11,495.00	8,052.41	-3,442.59	15,718.40	1,814.35	13,904.05	10,461.46 (38%)
V.A.T.					41.00		
GROSS TOTAL		8,052.41			1,855.35		

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# Buckland and Chipping Parish Council

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

*Name and Role (Clerk/RFO etc)*

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*Name and Role (RFO/Chair of Finance etc)*

<b>A</b>	<b>Bank Reconciliation at 30/04/2025</b>		
	Cash in Hand 01/04/2025		14,624.03
	<b>ADD</b> Receipts 01/04/2025 - 30/04/2025		8,052.41
	<b>SUBTRACT</b> Payments 01/04/2025 - 30/04/2025		22,676.44
	<b>Cash in Hand 30/04/2025</b> (per Cash Book)		632.13
<b>B</b>			<b>22,044.31</b>
	Cash in hand per Bank Statements		
	Petty Cash 05/05/2025	0.00	
	Unity Bank 30/04/2025	22,044.31	
			<b>22,044.31</b>
<b>B</b>	Less unrepresented payments		
	Plus unrepresented receipts		22,044.31
	<b>Adjusted Bank Balance</b>		
			<b>22,044.31</b>
	<b>A = B Checks out OK</b>		

**Buckland and Chipping Parish Council**  
**RECONCILIATION - Unity Bank 30-04-2025**

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From Accounts . . . . .	£22,044.31
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Payments not cashed . . . . . Add . . . . .	
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Receipts not entered . . . . . Subtract . . . . .	
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<b>Statement should be . . . . .</b>	<b>£22,044.31</b>
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# Your Account Statement



For Businesses. For Communities. For Good.

Unity Trust Bank plc  
PO Box 7193  
Planetary Road  
Willenhall  
WV1 9DG

Mrs Caroline Scott  
Lye End Farm  
Mill End  
Buntingford  
SG9 0RS

**Date:** 30/04/2025

**Account Name:** Buckland & Chipping Parish Council

**Swift Code (BIC):** NWBKGB2L

**IBAN Number:** GB93NWBK60023571418024

**Sort Code:** 608301

**Account Number:** 20473251

Your arranged overdraft limit is £0.00

Go Paperless! Receive your statements online and we'll notify you by SMS or email when they're available to view. Simply log into Your Online Banking and update your statement preferences or give us a call on 0345 140 1000



For eligible organisations, your deposits held with Unity Trust Bank are protected up to £85,000 under the Financial Services Compensation Scheme (FSCS). For more information about eligibility and compensation provided by the FSCS, please visit: **FSCS.org.uk** or refer to our FSCS Information Sheet and Exclusions List at **unity.co.uk/fscs**

## Contact Us



Call us: **0345 140 1000**



Email us: **us@unity.co.uk**



Visit us: **unity.co.uk**

## Your Current T1 account transactions:

Date	Type	Details	Payments Out	Payments In	Balance
31/03/2025		Balance brought forward	£0.00	£0.00	£14,624.03
03/04/2025	Faster Payment Debit	B/P to: Defib Store Ltd	£258.00	£0.00	£14,366.03
03/04/2025	Faster Payment Debit	B/P to: Buntingford Town C	£20.00	£0.00	£14,346.03
07/04/2025	Credit	HMRC VTR	£0.00	£2,304.91	£16,650.94

Page number 1 of 3

Statement number 034

**For Businesses.  
For Communities.  
For Good.**

Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570.  
Registered Office: Four Brindleyplace, Birmingham, B1 2JB.  
Registered in England and Wales no. 1713124.  
Calls may be monitored and recorded for training, quality and security purposes.  
© Unity Trust Bank. All Rights Reserved.



Your Current T1 account transactions:					
Date	Type	Details	Payments Out	Payments In	Balance
25/04/2025	Credit	EAST HERTS COUNCIL	£0.00	£5,747.50	£22,398.44
29/04/2025	Transfer	B/P to: Hertfordshire Asso	£158.13	£0.00	£22,240.31
29/04/2025	Faster Payment Debit	B/P to: C T Gardens	£190.00	£0.00	£22,050.31
30/04/2025	Fee	Service Charge	£6.00	£0.00	£22,044.31

## **Sending or Receiving Currency**

You may be asked for your SWIFTBIC (Bank Identification Code) and IBAN (International Bank Account Number). These can be found at the top of this statement and are required to ensure that international banks can find the correct account to credit or debit funds.

When receiving currency into your Unity account, you must inform us of the transaction. The SWIFTBIC number relates to a central Unity account. We use this account to receive international currency before allocating the payment to your account. Please call us on **0345 140 1000** for more information.

## **Fraud Concerns**

If you have any concerns regarding fraud on your account, then please call the freephone number **0808 196 8420**.

## **What happens when something goes wrong?**

If you have a problem with your Unity account or our service, please get in touch with us on **0345 140 1000**. We aim to resolve any issues as soon as possible.

## **Accessibility**

Unity offers a number of supporting services such as statements in braille or large print. Please contact us for more information.

### **Additional information**

A copy of our interest rates can be found on our website – **[unity.co.uk/interest-rates](https://www.unity.co.uk/interest-rates)**

A copy of our fees and charges can be found on our website – **<https://www.unity.co.uk/terms-and-conditions/>**

This information is also available by calling **0345 140 1000**.

**To help us improve our service and maintain security, we may monitor and/or record your telephone calls with us.**

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# Your pre-notification statement



For Businesses. For Communities. For Good.

Unity Trust Bank plc  
PO Box 7193  
Planetary Road  
Willenhall  
WV1 9DG

Mrs Caroline Scott  
Lye End Farm  
Mill End  
Buntingford  
United Kingdom  
SG9 0RS

**Date:** 30/04/2025

Page number 1 of 3

**Account Name:** Buckland & Chipping Parish Council

Statement number: 034

**Sort Code:** 608301

**Account Number:** 20473251

Dear Mrs Caroline Scott,

This letter outlines charges relating to the transactions and debit interest on your account between 01/04/2025 and 30/04/2025.

You can find full details of our fees and charges within the Standard Service Tariff on our website <https://www.unity.co.uk/terms-and-conditions/>

**The charges for this billing period are:**

<b>Total charges</b>	£6.00
<b>Total debit interest</b>	£0.00
<b>To be debited from your account on</b>	31/05/2025

**For Businesses.  
For Communities.  
For Good.**

Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Unity Trust Bank is entered in the Financial Services Register under number 204570.  
Registered Office: Four Brindleyplace, Birmingham, B1 2JB.  
Registered in England and Wales no. 1713124.  
Calls may be monitored and recorded for training, quality and security purposes.  
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Pre-notification of account charges		
Type	Count	Charge
Automated Payments	2	£0.00
Faster Payments	3	£0.00
Manual	—	£0.00
Account Fee	—	£6.00

Additional information			
The combined account charge includes the following transaction types:			
<b>Automated Payments</b>	Bacs Credit (in)	Direct Debit (out)	Faster Payment Credit (in)
<b>Faster Payments</b>	Standing Orders (out)	Bill Payments (out)	
<b>Manual</b>	Cheques	Credits	
<b>Account Fee</b>	This is the standard charge for maintaining your account regardless of any transactions.		
<b>Total charge</b>	These charges do not include cash or cheques paid in through the Post Office, Bank Counter or via our Freepost service.		



## Interest and Charges

Our General Terms & Conditions state when we may apply charges or interest.

Further information about debit interest and other fees or charges can be found in our Standard Service Tariff.

**Credit interest** – AER stands for Annual Equivalent Rate and describes what the interest rate would be if interest was paid and compounded annually.

**Debit interest** – ABR stands for Above Base Rate and describes the rate charged annually above the Bank of England Base Rate.

## Overdrafts

**Arranged overdrafts** – We agree in advance to provide you with an overdraft that allows you to borrow money on your account up to an agreed overdraft limit. If approved by Unity you will be given an arranged overdraft limit along with an agreed interest rate. These are typically agreed for a period of 12 months and are linked to the Bank of England Base Rate.

**Unarranged overdrafts** – An overdrawn balance on your account which we have not agreed in advance. We will charge our unarranged overdraft rate on any unarranged balances.

If you have an arranged overdraft limit and exceed this limit, we will charge interest at the rate we have agreed with you on the balance of your arranged overdraft limit and will charge an unarranged overdraft rate on any balance over your arranged overdraft limit.

In either of these circumstances, debit interest will be applied on each working day that your account is overdrawn.

For details of our interest rates and charges, please visit <https://www.unity.co.uk/terms-and-conditions/>

## Fraud Concerns

If you have any concerns regarding fraud on your account, then please call the freephone number **0808 196 8420**.

## What happens when something goes wrong?

If you have a problem with your Unity account or our service, please get in touch with us on **0345 140 1000**. We aim to resolve any issues as soon as possible.

Thanks

## Your Unity Team

## Accessibility

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## Buckland and Chipping Parish Council

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

*Name and Role (Clerk/RFO etc)*

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*Name and Role (RFO/Chair of Finance etc)*

<b>A</b>	<b>Bank Reconciliation at 31/03/2025</b>		
	Cash in Hand 01/04/2024		15,886.56
	<b>ADD</b> Receipts 01/04/2024 - 31/03/2025		21,895.25
	<b>SUBTRACT</b> Payments 01/04/2024 - 31/03/2025		37,781.81
			23,157.78
	<b>Cash in Hand 31/03/2025</b> (per Cash Book)		<b>14,624.03</b>
<b>B</b>	Cash in hand per Bank Statements		
	Petty Cash 31/03/2025	0.00	
	Unity Bank 31/03/2025	14,624.03	
			<b>14,624.03</b>
	Less unrepresented payments		
			14,624.03
	Plus unrepresented receipts		
	<b>Adjusted Bank Balance</b>		<b>14,624.03</b>
	<b>A = B Checks out OK</b>		

# Your Account Statement



For Businesses. For Communities. For Good.

Unity Trust Bank plc  
PO Box 7193  
Planetary Road  
Willenhall  
WV1 9DG

Mrs Caroline Scott  
Lye End Farm  
Mill End  
Buntingford  
SG9 0RS

**Date:** 31/03/2025

**Account Name:** Buckland & Chipping Parish Council

**Swift Code (BIC):** NWBKGB2L

**IBAN Number:** GB93NWBK60023571418024

**Sort Code:** 608301

**Account Number:** 20473251

Your arranged overdraft limit is £0.00

Go Paperless! Receive your statements online and we'll notify you by SMS or email when they're available to view. Simply log into Your Online Banking and update your statement preferences or give us a call on 0345 140 1000



For eligible organisations, your deposits held with Unity Trust Bank are protected up to £85,000 under the Financial Services Compensation Scheme (FSCS). For more information about eligibility and compensation provided by the FSCS, please visit: **FSCS.org.uk** or refer to our FSCS Information Sheet and Exclusions List at **unity.co.uk/fscs**

## Contact Us



Call us: **0345 140 1000**



Email us: **us@unity.co.uk**



Visit us: **unity.co.uk**

## Your Current T1 account transactions:

Date	Type	Details	Payments Out	Payments In	Balance
28/02/2025		Balance brought forward	£0.00	£0.00	£15,904.01
04/03/2025	Faster Payment Debit	B/P to: MR DALE HOLT	£190.00	£0.00	£15,714.01
04/03/2025	Faster Payment Debit	B/P to: Naomi Longcroft	£190.00	£0.00	£15,524.01
04/03/2025	Faster Payment Debit	B/P to: Michaels Windows	£120.00	£0.00	£15,404.01

Page number 1 of 3

Statement number 033

**For Businesses.  
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Your Current T1 account transactions:					
Date	Type	Details	Payments Out	Payments In	Balance
04/03/2025	Faster Payment Debit	B/P to: Buntingford Town C	£37.00	£0.00	£15,367.01
04/03/2025	Faster Payment Debit	B/P to: Seton	£271.13	£0.00	£15,095.88
31/03/2025	Faster Payment Debit	B/P to: TP Jones Co LLP	£82.65	£0.00	£15,013.23
31/03/2025	Faster Payment Debit	B/P to: Starboard Systems	£331.20	£0.00	£14,682.03
31/03/2025	Faster Payment Debit	B/P to: Linards Ltd	£52.00	£0.00	£14,630.03
31/03/2025	Fee	Service Charge	£6.00	£0.00	£14,624.03

## **Sending or Receiving Currency**

You may be asked for your SWIFTBIC (Bank Identification Code) and IBAN (International Bank Account Number). These can be found at the top of this statement and are required to ensure that international banks can find the correct account to credit or debit funds.

When receiving currency into your Unity account, you must inform us of the transaction. The SWIFTBIC number relates to a central Unity account. We use this account to receive international currency before allocating the payment to your account. Please call us on **0345 140 1000** for more information.

## **Fraud Concerns**

If you have any concerns regarding fraud on your account, then please call the freephone number **0808 196 8420**.

## **What happens when something goes wrong?**

If you have a problem with your Unity account or our service, please get in touch with us on **0345 140 1000**. We aim to resolve any issues as soon as possible.

## **Accessibility**

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Mrs Caroline Scott  
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Page number 1 of 3

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Statement number: 033

**Sort Code:** 608301

**Account Number:** 20473251

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## The charges for this billing period are:

<b>Total charges</b>	£6.00
<b>Total debit interest</b>	£0.00
<b>To be debited from your account on</b>	30/04/2025

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Pre-notification of account charges		
Type	Count	Charge
Automated Payments	—	£0.00
Faster Payments	8	£0.00
Manual	—	£0.00
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# Select for Local Councils

## Notice to policyholders

This document outlines the main changes to your updated policy document. It doesn't include a record of every change or those made to individual client policies. Please make sure that you read any accompanying documents alongside your updated policy document to understand the complete terms, conditions, limitations and exclusions of your policy.

### Throughout your policy

Your policy wording has been updated in line with our standard format. As such there are changes to the overall structure along with the conditions, exclusions, section names, numbering and positioning of some clauses. There are corresponding changes to the appearance of your policy schedule where appropriate. A summary of the key changes is as follows.

### Your Select for Local Council Policy

- A clause has been added to clarify that any limits in the policy apply only once regardless of the number of insured parties, unless specifically stated otherwise.

### General exclusion - War Risks

- This exclusion has been updated, clause e) of the Nuclear and war risks, government or public authority order and sonic bangs exclusion has been amended to also exclude the additional contingencies of mutiny, war-like operations and civil commotion assuming the proportions of or amounting to a popular rising, military rising and martial law.

### General provisions - new section added

#### 1. Limit of liability

##### Applicable to Parts A, B, C, D and R

- The Limit of liability under the General provisions has added to make it clear there is a maximum limit of liability which applies any one event , not per item or per building.
- This applies to your Property sections of cover only, including Material Damage, Business Interruption, All Risks, Money and Terrorism, where in force.
- It is important that you consider the adequacy of this limit against your insurance needs. If you require a higher limit, please engage with your Risk and Insurance Consultant or Market Underwriter.

#### 2. Sanctions

- The wording has been moved from General Conditions.

## General conditions

### Long term agreement

- The wording of the Long term agreement condition under General Conditions has been amended.
- The condition still makes it clear that this is an annual policy and renewal does not have to be offered.
- The amendments make it clear that the long term agreement governs the rate that is charged.
- The amendments also make clear about the circumstances in which the rate can be changed, and the rights you have in such a scenario. These include changes to your risk, changes to legislation, changes in the availability of reinsurance, which change the risk covered for you. Where rates are changed in such situations, you are not obliged to renew the policy with Zurich Municipal however if you do, the long term agreement will be held to have been honoured.

### Survey and risk improvement action

- The survey and risk improvement subjectivity has been removed from our quotation documents and added to your policy wording to make it more visible throughout the life of the policy.
- This condition sets out the requirements on customers in respect of supporting surveys and completion of risk improvement actions.

### Damage definition

#### Applicable to Parts A and B

- A clarification for the definition of 'damage' under the Property sections of your policy wording has been added, to make it clear that damage defined under the policy must be accidental and physical loss or accidental and physical damage.
- This does not impact the causes of such 'damage' that you choose to insure against, including insured malicious damage and/or insured other deliberate acts, which are fortuitous as far as you are concerned as a customer.

## Part A - Material damage

### Exclusions to parts A, B and C - Pollution and contamination

- The pollution and contamination exclusion has been amended to exclude any claims consisting of as well as caused by or resulting from pollution or contamination.

### Endorsements

#### Unoccupied buildings

- The unoccupancy condition has been updated to be clearer about the minimum requirements we specify to you on notification to us of a property becoming unoccupied, allowing you to act on key protections quicker. These include removal of combustible contents when the property becomes unoccupied, removal of accumulated combustible materials over time during inspections, and a fortnightly minimum inspection frequency unless a different frequency is agreed by us in writing.

## Part C - All risks

- The underinsurance provision within Part C - All Risks has been amended to be clear that average is applied to each individual article of property insured rather than to the total sum insured for a group of articles under one item.

## Part E - Public liability

### Abuse - Cover

- Abuse cover is still provided. Multiple incidents to a claimant will constitute one claim which will be recorded as the date the first claim was made against the insured.
- Associated Special Definitions of Abuse and Abuse Event have been included for clarity.

#### **Concussive and sub-concussive impacts - Cover**

- A cover clause for Concussive and sub-concussive impacts has been introduced.
- An associated Special Definition of Concussive and Sub-concussive Impacts has been included for clarity.
- A series of conditions have been introduced which reflect best practice in respect of risk management and documenting of Concussive and sub-concussive impacts.

#### **Court attendance cost - Cover**

- The day rate which can be claimed by members or employees has increased.

#### **Damage to reputation - Cover**

- This is a new section of cover to your policy.

#### **Joint/Cross liabilities- Cover**

- This is a new section of cover to your policy.

#### **Use of heat - Cover**

- The condition for use of heat has been updated to reduce the inspection frequency to twenty minutes.

#### **Cyber - Special exclusion**

The cyber exclusion has been altered to:

- write back in cover for liability in respect of physical bodily injury or physical damage to material property subject to a costs inclusive, annual aggregate limit of indemnity
- remove the existing requirement for an unauthorised act for the exclusion to apply.

### **Part G - Employers' liability**

#### **Court attendance cost - Cover**

- This is a new section of cover to your policy.

#### **Damage to reputation - Cover**

- This is a new section of cover to your policy.

### **Part O - Personal accident**

This wording has been re-written and includes additional enhancements:

- Childcare costs and domestic staff expenses for members and employees
- Coma benefit
- Dependents benefit
- Disability assistance
- Disappearance
- Domestic travel expense
- Exposure
- Funeral expenses
- Hijack or kidnap
- Hospitalisation benefit
- Medical expenses
- Moving costs
- Physiotherapy
- Rehabilitation support
- Retraining expenses

Cover for personal effects following assault or accident has been limited.

## Part P - Legal expenses

- This wording has been re-written but the cover remains the same.

### **Zurich Municipal is a trading name of Zurich Insurance Company Ltd**

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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# Select for Local Councils

## Policy document





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# Data protection statement

Not applicable to parts J and P

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

Not applicable to parts J, K and P

## Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Vehicle Salvage & Theft Data (formerly known as MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

## Motor Insurance Database

We work in partnership with the Motor Insurers' Bureau (MIB) and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of your insurance journey, the MIB will be processing your personal information and more details about this can be found via their website: [mib.org.uk](http://mib.org.uk).

Information relating to your insurance policy will be added to the Motor Insurance & Policy Data (MIPD) managed by the Motor Insurers' Bureau (MIB). MIPD and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing;
- b) continuous insurance enforcement;
- c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of yours is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MIPD to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MIPD.

It is vital that the MIPD holds correct registration numbers for your vehicles. If incorrect details for any of your vehicles are shown on the MIPD you are at risk of having the relevant vehicle seized by the police. You can check that correct registration number details for your vehicles are shown on the MIPD at [www.askmid.com](http://www.askmid.com).

# Our complaints procedure

Not applicable to parts J and P

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

The following steps are not applicable to part K

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Helpline Services

## Risk Management Advice Line Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

The following services are provided by DAS Legal Expenses Insurance Company Limited.

## DAS Helplines, Employment Manual and DAS Businesslaw

The **insured** can contact **our** UK-based call centre 24 hours a day, seven days a week during the period of insurance. However, **we** may need to arrange to call the **insured** back depending on the enquiry. To help us check and improve **our** service standards, **we** may record all calls. When phoning, please quote the policy number and the name of the insurance provider who sold the **insured** the policy.

## Meaning of words

The following words have these meanings wherever they appear in this section in **bold**:

### Business

The organisation declared to **us** and covered by the main policy to which this section attaches.

### Insured

The organisation that has taken out the main policy to which this section attaches.

### We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

## Commercial Legal Advice – 0117 934 2116

Advice can be provided on any commercial legal problem affecting the **business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit the **insured**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist matters, **we** will refer the **insured** to one of **our** specialist advisors.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **we** will arrange to call the **insured** back.

## Tax Advice – 0117 934 2116

Advice can be provided on any tax matters affecting the **business**, under UK law.

**This service is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call the insured back.**

## Counselling service – 0117 934 2121

**We** will provide all employees (including any members of their immediate family who permanently live with them) of the **insured's** organisation with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

**The counselling service helpline is open 24 hours a day, seven days a week.**

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If the **insured** would like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting the **insured's** policy number.

## DAS Businesslaw

**DAS Businesslaw** contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help the **insured** with the day-to-day running of their **business**, as well as helping to manage its exposure to legal risk.

DAS Businesslaw's document builders can help the **insured** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow the **insured's business**.

## How do I get started?

1. Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk);
2. Enter **DASBZUR100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out the **insured's** name and email address, create a password, and specify the type of **business**;
4. Validate the email address by pressing the link in the confirmation email that is received.

In using these services the **insured** acknowledges that all rights and obligations relating to the provision of these services rest with DAS and that they will have no recourse to Zurich Insurance Company Ltd in this regard.

## Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) for DAS' privacy notice and details of the **insured's** rights.

Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance Company Ltd, Zurich Management Services Limited and DAS cannot control.

# Your Select for Local Councils policy

## Applicable to the whole policy except part K

This policy is a contract between the **insured** (also referred to as **you, your, yours** or **yourselves**) and the **insurer** (also referred to as **we, us, our** or **ours**).

This policy and any schedule, endorsement and certificate should be read as if they are one document.

**We** will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Where more than one party is insured under this policy or any part, whether on a joint, composite or any other basis and irrespective of whether separate contracts are deemed to have been issued to each party, and save for any loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability which is expressly stated to apply to any particular insured, then **we** will not pay more than the applicable loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability irrespective of the number of parties claiming and/or contracts deemed to have been issued. Any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties insured and once a loss limit, limit, sub-limit, aggregate limit, sum insured, limit of indemnity or limit of liability has been paid, no additional payments or claims will be paid.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Please read this policy and any schedule, endorsement and certificate carefully and contact **us** if they do not meet **your** needs.

## Applicable to part K

This **contract** is an agreement between the **contract holder** (also referred to as **you** or **your**) and the **contractor** (also referred to as **we, us** or **our**).

In this **contract**:

- a) any reference to the singular will include the plural and vice versa
- b) any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof
- c) any reference to a "clause" means a clause of this agreement
- d) the words "include", "includes", "including", "included" and "in particular" will not be construed as terms of limitation; and
- e) any heading in this contract is for ease of reference only and does not affect its interpretation.

Please read this **contract** carefully and ensure that it meets **your** needs. Please notify **us** immediately if **you** have any queries about this **contract** or **you** are concerned that it does not meet **your** needs or if there are any other circumstances which may affect this **contract**.

## Law applicable to this contract

Not applicable to parts I, J and P

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

# General definitions (not applicable to part K)

Wherever the words defined below appear in this policy in bold they will have the same special meaning.

However, certain words have special meanings that only apply to a particular part of this policy. These are stated at the beginning of the relevant part as special definitions and will apply in that part wherever the defined words commence with a capital letter.

## Average

If at the commencement of **damage** a sum insured under any item which is declared to be subject to **average** is less than the value of the **property** covered by that item, the **insured** will be considered as being its own insurer for the difference and will bear a rateable proportion of the loss accordingly.

For the avoidance of doubt solely in respect of the application of **average** to any item under this policy clause c) iii) of General Condition 4 will not apply.

## Buildings

The buildings at the **premises** including:

- a) landlord's fixtures and fittings
- b) outbuildings, yards, forecourts, car parks
- c) roads and pavements, but only to the extent of the **insured's** responsibility
- d) walls, gates, fences, canopies and fixed signs
- e) foundations
- f) oil tanks, piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of the **insured's** responsibility.

## Business

The business specified in the schedule including:

- a) the provision and management of catering, social, sports, first aid and welfare activities for **employees**
- b) the **insured's** fire, security and ambulance services
- c) maintenance of the **buildings**, plant and equipment
- d) activities of **employees** and **members** approved by the **insured** in connection with outside organisations but only where the **insured** is legally entitled to:
  - i) approve such activities; and
  - ii) indemnify such **employees** and **members** in respect of such activities.

## Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Computer Equipment

Computer equipment owned, leased, hired or rented by the **insured** including:

- a) personal computers, monitors, printers, file servers, minicomputers, disk drives, modems and associated and peripheral equipment
- b) mainframe systems including all inter-connected wiring, fixed disks, and associated and peripheral equipment (including associated telecommunication equipment)
- c) terminal equipment linked into mainframe systems
- d) operating systems and proprietary software packages.



## Consequential Loss

Loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of **damage to property** used by the **insured** at the **premises** for the purpose of the **business**.

## Contents

The contents situated at the **buildings** including:

- a) tenants' improvements, alterations and decorations
- b) patterns, models, moulds, plans or designs but only for an amount not exceeding £1,000 for any one item or set of items
- c)
  - i) documents, manuscripts and other business books but only for their value as stationary plus the clerical cost of reproducing them
  - ii) computer systems records but only for the cost of the materials and of clerical labour and computer time expended in reproducing them and not exceeding £10,000 in total

excluding any expense in connection with the production of information to be recorded therein

- d) personal effects and tools of any **member, employee**, customer or visitor but only for an amount not exceeding £750 in respect of any one person provided that they are not otherwise insured

**Contents** excludes:

- i) landlord's fixtures and fittings
- ii) any contents more specifically insured
- iii) **money**, credit cards or securities of any description.

## Damage

Material loss, destruction or damage.

## Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

## Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape or water from any tank, apparatus or pipe or impact by any road vehicle or animal.

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

## Employee

Any person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) supplied to or hired or borrowed by the **insured** under the terms of a written agreement
- c) engaged under any work experience or similar scheme

whilst employed or engaged by the **insured** in connection with the **business**.

## Event

All occurrences causing injury, damage or other loss arising out of one original and identifiable cause that happens at a fixed time and place.

## Excess

The amount for which the **insured** is responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

## Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

### **Insured**

As specified in the schedule to this policy.

### **Insurer**

In respect of:

- a) part K Zurich Management Services Limited
- b) parts J and P DAS Legal Expenses Insurance Company Limited
- c) all other parts Zurich Insurance Company Ltd.

### **Member**

Any elected or co-opted member of the **insured** or the **insured's** committees or sub-committees.

### **Money**

Coinage, bank and currency notes, bills of exchange, luncheon vouchers, cheques, giro cheques, giro cash cheques, bankers' drafts, national giro drafts, money orders, postal orders, current postage stamps, unused franking machine units, national insurance stamps, national savings stamps, national savings certificates, holiday with pay stamps (provided the **insured** is not otherwise indemnified), credit company sales vouchers, Value Added Tax purchase invoices and trading stamps, belonging to the **insured** or for which the **insured** has accepted responsibility and held in connection with the **business**.

### **Nuclear Installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

### **Nuclear Reactor**

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### **Premises**

The premises specified in the schedule owned and/or occupied by the **insured** for the purposes of the **business**.

### **Property**

Material property.

### **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### **Terrorism**

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

**Unoccupied**

Vacant, empty, untenanted or not in use.

**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

**Volunteer**

Any person volunteering to assist or co-opted to assist the **insured** in the **business**.

# General exclusions (not applicable to part K)

The **insurer** will not be liable for:

## 1. Communicable diseases

Not applicable to parts E, F, G, H, I, J, N, O, P, Q and R

any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a **communicable disease**; or
- b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided under the extension applicable to part B – Business Interruption titled Named Diseases, Murder, Suicide or Rape

## 2. Data related performance and functionality

Not applicable to parts D, G, H, I, J, N, O and R

loss or damage, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the **insured's** property or not but in respect of all insurances other than part F this will not exclude subsequent **damage** or **business interruption** which itself results from a **defined peril**

## 3. Northern Ireland civil commotion

Not applicable to parts E, F, G, H, I, J, K, L, M, N, O and P

loss, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

## 4. Nuclear and war risks, government or public authority order and sonic bangs

Not applicable to part O

death, injury, disablement, loss, damage, cost or expense or legal liability of whatsoever nature directly or indirectly arising from, caused by, or contributed to by:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
  - i) war, invasion, mutiny, acts of foreign enemies, hostilities or war-like operations whether war be declared or not, civil war, civil commotion assuming the proportions of or amounting to a popular rising, rebellion, revolution, insurrection, military or usurped power, military rising or martial law
  - ii) nationalisation, confiscation, requisition, seizure or destruction by or under the order of any government or public or local authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Provided always that:

- i) exclusions a), b), c) and d) will not apply to part G except where the **insured** has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury
- ii) exclusions e) and f) will not apply to part G
- iii) exclusion e) will not apply to part I in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs
- iv) exclusion f) will not apply to part I

## 5. Terrorism

Not applicable to parts D, E, F, G, H, I J, N and O

loss, damage, cost or expense, directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where the **insurer** alleges that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon the **insured**.

# General provisions

## 1. Limit of liability

In the event of loss, damage, cost or expenses as insured under parts A, B, C, D and R arising from any one **event** the maximum liability of the **insurer** will not exceed £50,000,000 in the aggregate.

## 2. Sanctions

Notwithstanding any other terms of this policy the **insurer** will be deemed not to provide cover nor will the **insurer** make any payment or provide any service or benefit to the **insured** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **insured** would violate any applicable trade or economic sanction law or regulation.

# General conditions (not applicable to part K)

## 1. Arbitration

Not applicable to parts J and P

If the **insurer** admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **insured** and the **insurer** in accordance with the law at the time. The **insured** may not take any legal action against the **insurer** over the dispute before the arbitrator has reached a decision.

## 2. Cancellation

- a) The **insurer** may cancel this policy or any part or portion thereof other than any coverage in respect of war or strikes risks under part P by giving 30 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.
- b) The **insurer** may cancel any coverage in respect of war or strikes risks provided under part O by giving 7 days notice in writing by special delivery mail to the **insured** at the **insured's** last known address.

In the event of a) or b) the **insured** will be entitled to a pro rata return of premium calculated from the date of cancellation.

## 3. Claims procedures

Not applicable to part O

### a) The Insured's Responsibilities

It is agreed that:

- i) on the happening of any circumstance which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:
  - 1) as soon as reasonably possible give notice to the **insurer**; and
  - 2) preserve any damaged or defective property for examination by the **insurer's** representatives unless the **insurer** has authorised the **insured** to dispose of such property; and
  - 3) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
  - 4) as soon as reasonably possible forward to the **insurer** any notice of prosecution, inquest or fatal inquiry and every letter, claim, writ or summons issued against the **insured**; and
  - 5) take action to minimise **damage** and to avoid interruption or interference with the **business** and to prevent further **damage** or injury; and
  - 6) at the **insured's** own expense and:
    - A) within 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
    - B) as soon as reasonably possible:
      - a) after the expiry of the Indemnity Period in respect of part B
      - b) in respect of any other **damage**, interruption or interference with the **business** or injury or disease
- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without the **insurer's** written consent.

### b) Insurer's rights

The **insurer** will:

- i) be entitled to take over the defence or settlement of any claim made against the **insured** or any person entitled to indemnity under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- ii) have the right to enter the **premises** where the **damage** has occurred and to keep possession of any of the **property** insured and to deal with the salvage in a reasonable manner but the **insured** will not be entitled to abandon any **property** to the **insurer**; and

- iii) be entitled to take the benefit of any rights of the **insured's** against any other party before or after the **insured** has received indemnification under this policy and the **insured** will give all assistance as may be reasonably required by the **insurer**; and
- iv) not be bound if the **insurer** elects to reinstate or replace any **property** to reinstate or replace it exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not in any case be bound to expend in respect of any one item insured more than the sum insured stated in the schedule.

#### 4. Compulsory insurance

The **insured** must repay the **insurer** any amounts which the **insurer** is required by compulsory insurance legislation to pay out under this policy to the extent that the **insurer** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

#### 5. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the **insured's** request the **insured** must:
  - i) disclose to the **insurer** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless the **insurer** may from the relevant date specified in clause d):
  - i) treat this policy as if it had not existed; and
  - ii) not return the premium paid by the **insured**.
- c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what the **insurer** would have done if the **insured** had known about the facts which the **insured** failed to disclose or misrepresented:
  - i) if the **insurer** would not have provided the **insured** with the cover the **insured** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
  - ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this policy as if those different terms apply; and/or
  - iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. The **insurer** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **insured**.

Provided always that if the person concerned or the **insured** acting on their behalf makes a careless misrepresentation of fact the **insurer** may invoke the remedies available to the **insurer** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

#### 6. Fraudulent claims

If the **insured** or anyone acting on the **insured's** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or



- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this policy

the **insurer** will be entitled to refuse to pay the whole of the claim and recover any sums that the **insurer** has already paid in respect of the claim.

The **insurer** may also notify the **insured** that the **insurer** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the **insurer** terminates this policy under this condition the **insured** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the **insured** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

## 7. Increase in risk

The **insured** must notify the **insurer** as soon as possible during the period of insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **insurer** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the **insurer** then the **insurer** may no longer be able to provide the **insured** with cover.

If the **insured** does not notify the **insurer** of any such change this policy may be affected in one or more of the following ways depending on what the **insurer** would have done had the **insurer** known about the change in circumstances:

- a) if the **insurer** would not have continued to provide the **insured** with any cover the **insurer** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if the **insurer** would have applied different terms to the cover the **insurer** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.

## 8. Long term agreement

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In respect of such parts to which this condition applies and in consideration of a discount being applied to the premium of those parts the **insured** agrees to offer annually the insurance under each of those parts on the terms and conditions in force at the expiry of each period of insurance and to pay premiums in advance.

Provided always that:

- a) the **insurer** will be under no obligation to accept an offer from the **insured**; and
- b) any changes to the rate of Insurance Premium Tax or Value Added Tax or other taxes or levies will be paid by or allowed to the **insured** as the case may be; and
- c) the **insurer** may adjust the rates, premium, terms or conditions of this policy to reflect:
  - i) any changes in the business or activity of the **insured** or any other alteration which in the opinion of the **insurer** materially increases the risk of loss, damage, cost or expense or any other risk in respect of which indemnity is provided
  - ii) any material change in the geographical distribution of the risk by which the exposure of the **insured** to natural hazards is increased
  - iii) acquisitions or disposals of property, assets, companies or subsidiaries of or by the **insured**
  - iv) increases or decreases in sums insured, declared values, wage rolls, turnover, vehicle numbers and other estimates including indexation, change in Average Weekly Earnings index and other inflationary measures for each annual period of insurance
  - v) any change in the availability or costs to the **insurer** of reinsurance protection
  - vi) any legal requirement to do so

- vii) any change which occurs in Legislation or the interpretation of any Legislation by any court, tribunal or arbitration, any government or regulatory body or ombudsman. For the purposes of this clause 'Legislation' shall mean any enactment, subordinate legislation, law, regulation, decree, treaty or instrument in force in any country or territory

which, in the opinion of the **insurer**, has a material effect upon the scope of cover or indemnity provided under this policy; and

- d) in respect of parts I and L only rates will be amended at each renewal date in line with the annual change in the Average Weekly Earnings index.

If the **insurer** elects to adjust the rates of premium or amend the terms and conditions of the policy in accordance with the provisions above then the **insured** may at its option terminate the long term agreement or continue the long term agreement with the amended terms.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this agreement.

## 9. Observance

The due observance and fulfilment of the terms and conditions of this policy by the **insured** in so far as they relate to anything to be done or complied with by the **insured** will be a condition precedent to any liability of the **insurer** to make any payment under this policy.

## 10. Other insurances

Not applicable to parts J and P

If at the time of any occurrence giving rise to a claim there is any other insurance or risk transfer mechanism or other similar arrangements effected by the **insured** or on the **insured's** behalf providing an indemnity in respect of such claim the **insurer's** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally the **insurer's** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

## 11. Policy interpretation

Each part of this policy is declared to be a separate contract but will be subject to the general definitions, general exclusions, general provisions and general conditions. All reference to policy will mean any or all operative parts.

## 12. Premium Adjustment

If any part of the premium is calculated on estimates supplied by the **insured** an accurate record will be kept by the **insured** containing all information relative thereto and the **insured** will allow the **insurer** to inspect such record. The **insured** will within one month from the expiry of each period of insurance supply to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will thereupon be adjusted and the difference paid by or allowed to the **insured** as the case may be subject always to the minimum premium stipulated.

## 13. Reasonable care

The **insured** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury, loss or damage. In addition the **insured** will comply with makers' recommendations made in respect of plant and machinery wherever reasonably practicable.

## 14. Survey and risk improvement action

Where required by the **insurer**, the **insured** must allow access to the **insured's buildings** and/or activities of the **insured** to carry out inspection or survey.

The **insured** must comply with any risk improvement actions requested within the timescales specified by the **insurer**.

# Part A – Material damage

## Section 1 – Special definitions

### Damage

Accidental physical loss or accidental physical damage by any of the insured perils specified in the schedule.

### One Event

The total of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one original cause after the application of all the terms and conditions of this part.

### Reinstatement

a) The rebuilding or replacement of **property** lost or destroyed which may be carried out:

- i) in any manner suitable to the requirements of the **insured**
- ii) upon another site

provided the liability of the **insurer** is not increased

b) the repair or restoration of **property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

## Section 2 – Cover

In the event of Damage to the **property** insured specified in the schedule and occurring at the **premises** during the period of insurance the **insurer** will pay to the **insured** the value of the **property** at the time of the Damage or the amount of such Damage or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

- a)
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of liability specified in the schedule at the time of the Damage
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance, unless the **insurer** has agreed to reinstate any such sum insured (or limit).

(Note: for Exclusions please see Exclusions to Parts A and B).

### Rent

The insurance on rent applies only whilst any part of the **buildings** is sufficiently damaged to render it unfit for occupation. The amount payable will not exceed the proportion of the sum insured on rent that the period necessary for reinstatement bears to the period of rent insured.

### 2.1 Contracting purchaser's interest

If at the time of Damage to **property** the **insured** has contracted to sell its interest in any of the **buildings** and the sale has not been completed, the contracting purchaser who completes the purchase (providing the **property** is not otherwise insured by the purchaser or on the purchaser's behalf) will be entitled until completion to benefit under this part without prejudice to the rights and liabilities of the **insured** or **insurer**.

### 2.2 Temporary removal

The following are insured whilst temporarily removed to premises not in the **insured's** occupation but whilst remaining within the **territorial limits**:

- a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to an amount not exceeding £10,000 any one loss
- b) computer system records up to an amount not exceeding £2,000 any one loss
- c) **contents** up to 15% of the Sum Insured on **contents**.

This Additional Cover does not apply to:

- i) **property** insofar as it is otherwise insured
- ii) stock in trade or goods in process of manufacture
- iii) motor vehicles and motor chassis licensed for road use.

### Section 3 – Special conditions

#### 1. Mortgagees, freeholders and lessors clause

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any of the **buildings** insured by this part will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the **insurer** is notified immediately they become aware of such increase in risk and they pay any additional premium required.

#### 2. Repairs and alterations

Tradespeople may be employed to effect repairs or minor structural alterations in or to the **buildings** without prejudice to this insurance.

# Part B – Business interruption

## Section 1 – Special definitions

### Annual Gross Revenue

The Gross Revenue during the 12 months immediately before the date of the Incident.

### Damage

Accidental physical loss or accidental physical damage by any of the insured perils specified in the schedule.

### Gross Revenue

The money paid or payable to the **insured** for goods sold or for services rendered in the course of the **business** at the **premises**.

### Incident

Any Damage to **property** used by the **insured** at the **premises** for the purposes of the **business**.

### Indemnity Period

The period during which the results of the **business** are affected in consequence of the Incident, beginning with the Incident and lasting not longer than the maximum Indemnity Period specified in the schedule.

### One Event

The total of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one original cause after the application of all the terms and conditions of this part.

### Standard Gross Revenue

The Gross Revenue during that period in the 12 months immediately before the date of the Incident which corresponds with the Indemnity Period.

### Notes:

1. Where the maximum Indemnity Period exceeds 12 months the amount calculated using the definition Standard Gross Revenue will be proportionately increased.
2. Provision will be made for the trend of the **business** and for variations in or other circumstances, either before or after the date of the Incident, which affect the **business** or would have affected the **business** had the Incident not occurred, and the figures for Annual Gross Revenue and Standard Gross Revenue adjusted to represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the Incident if the Incident had not happened.
3. To the extent that the **insured** is accountable for Value Added Tax, all terms in this part will be exclusive of such Tax.
4. For the purpose of the above special definitions any adjustment implemented in current cost accounting will be disregarded.

## Section 2 – Cover

In the event of an Incident during the period of insurance the **insurer** will pay to the **insured**:

- a) under Item 1 in respect of Additional Expenditure the amount of any additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for the expenditure would have taken place during the Indemnity Period in consequence of the Incident
- b) under Item 2 in respect of Loss of Gross Revenue and Increase in Cost of Working the amount of any **consequential loss**.

Provided that:

- i) insurance is in force at the time of the Incident covering the interest of the **insured** in the **property** at the **premises** against such Damage; and
- ii) payment has been made or liability admitted for such Damage (or payment would have been made or liability admitted for such Damage but for a proviso excluding liability for losses below a certain amount).

The liability of the **insurer** will not exceed:

- 1) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability specified in the schedule at the of the Damage

- 2) time the sum insured (or limit) remaining after deduction for any other interruption or interference consequent upon Damage occurring during the same period of insurance, unless the **insurer** has agreed to reinstate any such sum insured (or limit).

(Note: For Exclusions please see Exclusions to parts A, B and C).

### Section 3 – Additional cover

#### Automatic reinstatement of sum insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the Incident to the date of expiry of the period of insurance.

### Section 4 – Special conditions

#### Basis of claims settlement

The amount payable as indemnity will be:

- a) in respect of Additional Expenditure:
- i) additional costs incurred in order effectively to continue administration and maintain services including the fitting out of temporary premises, costs of removal, hiring of vehicles, plant and machinery and incidental expenses relating thereto
  - ii) increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance due to the enforced occupation of temporary premises
  - iii) legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indices and other office records
- less any sum saved during the Indemnity Period in the **insured's** normal expenditure which may have been effected in consequence of the Incident
- b) i) in respect of loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- ii) in respect of increase in cost of working: the additional expenditure incurred solely to avoid or diminish the reduction in Gross Revenue which but for the expenditure would have taken place during the Indemnity Period in consequence of the incident, provided that such additional expenditure:
- 1) is necessarily and reasonably incurred
  - 2) does not exceed the amount of reduction in Gross Revenue thereby avoided
- less any sum saved during the Indemnity Period in respect of charges and expenses of the **business** payable out of Gross Revenue which cease or are reduced in consequence of the Incident.

#### Average (applicable to paragraph b) above)

If the sum insured specified in the schedule in respect of Gross Revenue is less than the Annual Gross Revenue (or a proportionately increased multiple where the maximum Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of the application of **average** to any item under this policy clause c) iii) of General Condition 5 will not apply.

#### Professional accountants

Any details contained in the **insured's** business books required by the **insurer** for the purpose investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for the **insured** and their report will be prima facie evidence of the details to which such report relates. The **insurer** will pay to the **insured** the reasonable charges payable to its professional accountants for producing such evidence and reporting to the **insurer** and the **insured** that such details are in accordance with the **insured's** books of account provided that the total amount payable does not exceed the liability of the **insurer** as specified.

#### Alternative trading

If during the Indemnity Period goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by the **insured** or by others on behalf of the **insured** the money paid or payable in respect of such sales or services will be brought into account in arriving at the Gross Revenue during the Indemnity Period.

## Section 5 – Special extensions

### 1. Public utilities and denial of access

Any loss as insured under this part resulting from interruption of or interference with the **business** in consequence of Damage to the **property** at the undernoted sites within the **territorial limits** will be deemed to be an Incident:

- a) any generating station or sub-station of any public electricity supply undertaking
- b) any land-based premises of any public gas supply undertaking or any natural gas producer linked directly to them
- c) any water works and pumping stations of any public water supply undertaking
- d) any land-based premises of any public telecommunications undertaking

from which the **insured** obtains electricity, gas, water or telecommunications services

- e) within a one mile radius of the **premises** which prevents or hinders the use of or access to the **premises** excluding loss, destruction or damage to **property** of any supply undertaking which prevents or hinders the supply of services by any electricity, gas, water or telecommunications undertaking to the **premises**.

Provided always that:

- i) the maximum Indemnity Period will mean 3 months
- ii) the limit is £1,000,000 any One Event and in the aggregate in any one period of insurance.

### 2. Named diseases, murder, suicide or rape

The insurance in respect of each item under this part includes loss resulting from interruption of or interference with the **business** carried on by the **insured** at the **premises** in consequence of:

- a) i) any occurrence of a Named Disease at the **premises** or attributable to food or drink supplied from the **premises**
  - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a Named Disease
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority
- d) any occurrence of murder, suicide or rape at the **premises**.

Provided always that:

- i) Named Disease will mean illness sustained by any person resulting from:

- 1) food or drink poisoning

- 2) one of the following specified human infectious or human contagious diseases:

Acute encephalitis	Malaria	Scarlet fever
Acute poliomyelitis	Measles	Smallpox
Bubonic plague	Meningitis	Tetanus
Cholera	Meningococcal infection	Tuberculosis
Diphtheria	Mumps	Typhoid fever
Dysentery	Ophthalmia neonatorum	Typhus fever
Legionellosis	Paratyphoid fever	Viral haemorrhagic
Legionnaires disease	Rabies	Viral hepatitis
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever

an outbreak of which the competent local authority has stipulated will be notified to them.

- ii) For the purposes of this clause:

- 1) Indemnity Period will mean the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the maximum Indemnity Period thereafter.

- 2) maximum Indemnity Period will mean 3 months.

- iii) In the event that this part includes an extension which deems loss at other locations to be loss at the **premises** such extension will not apply to this clause.

iv) The **insurer** will not be liable under this clause for:

- 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
  - 2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
- vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £100,000 any one event and in the aggregate in any one period of insurance.

### 3. Computer data

The insurance by this part extends to include loss or damage to data or information on **computer equipment** not accompanied by visible and identifiable **damage** to the data carrying media. Limit £5,000 any one loss.

Excluding loss or damage occasioned to data or information by defects in the data, information or other records or caused by a defect of design, material or workmanship in the **computer equipment** or any computer software.



# Insured perils

## Applicable to parts A and B

1. **Fire** but excluding **damage** to **property** or **consequential loss** caused by:
  - a) explosion resulting from fire
  - b) earthquake or subterranean fire
  - c) i) its own spontaneous fermentation or heating; or  
ii) its undergoing any heating process or any process involving the application of heat
  - d) **Lightning**
  - e) **Explosion:**
    - i) of gas used for domestic purposes only
    - ii) of boilers used for domestic purposes only
    - iii) in respect of part B – of any other boilers or economisers on the **premises** but excluding **damage** or **consequential loss** caused by earthquake or subterranean fire
2. **Explosion** excluding:
  - a) in respect of part A – **damage:**
    - i) caused by or consisting of the bursting of a boiler, economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **insured**
    - ii) in respect of and originating in any vessel, machinery or apparatus, or its contents, belonging to or under the control of the **insured** which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service
  - b) in respect of part B – **consequential loss** caused by the bursting of any vessel machine or apparatus (not being a boiler or economiser on the **premises**) in which internal pressure is due to steam only and belonging to or under the control of the **insured**
3. **Aircraft** or other aerial devices or articles dropped from them
4. **Riot, civil commotion, strikers, locked-out workers** or persons taking part in labour disturbances or **malicious persons** excluding:
  - a) **damage** or **consequential loss:**
    - i) arising from confiscation, requisition or destruction by order of the government or any public authority
    - ii) arising from cessation of work
    - iii) caused (other than by fire or explosion) by malicious persons (not acting on behalf of or in connection with any political organisation) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days.
  - b) **damage** by theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - c) **consequential loss** arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software
5. **Earthquake**
6. **Subterranean fire**
7. **Storm or flood** excluding **damage** or **consequential loss:**
  - a) attributable solely to change in the water table level
  - b) caused by frost, subsidence, ground heave or landslip
  - c) in respect of movable property in the open, fences and gates
8. **Escape of water or beer from any tank, apparatus or pipe** excluding **damage** or **consequential loss:**
  - a) caused by water discharged or leaking from any automatic sprinkler installation
  - b) in respect of any building which has been **unoccupied** for a period of more than 30 consecutive days

9. **Impact** by any road vehicle or animal
10. **Breakage or collapse** of television or radio signal receiving apparatus
11. **Falling trees** or branches
12. **Leakage of oil** from any fixed oil-fired heating installation, including smoke and smudge damage arising from defective vaporisation
13. **Accidental damage** to fixed glass, associated framework and sanitaryware for which the **insured** is responsible at the **premises**.

In addition the **insurer** will pay the cost necessarily incurred of boarding up until the broken glass is replaced

The **insurer** will not be liable for **damage**:

- a) caused by scratching
  - b) to bent, curved, moveable, laminated or special glass unless such glass has been specially noted by the **insurer**
  - c) when the **premises** are **unoccupied**
  - d) caused by repairs or alterations to the **premises**
  - e) caused by insured perils 1 to 12, 14 or 15 whether insured or not
14. **Subsidence** or **ground heave** of any part of the site on which the **property** stands or **landslip** excluding:
    - a) **damage** to or **consequential loss** arising from **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured under part A
    - b) **damage** or **consequential loss** caused by or consisting of:
      - i) the normal settlement or bedding down of new structures
      - ii) the settlement or movement of made up ground
      - iii) coastal or river erosion
      - iv) defective design or workmanship or the use of defective materials
      - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
    - c) **damage** or **consequential loss** which originated prior to the inception of this cover
    - d) **damage** or **consequential loss** resulting from:
      - i) demolition, construction, structural alteration or repair of any **property**; or
      - ii) groundworks or excavation at the **premises**

#### **Special condition**

The **insurer's** liability under this insured peril will be avoided if the risk of **damage** or **consequential loss** is increased by reason of demolition, groundworks, excavation or construction being carried out on any adjoining site unless admitted by the **insurer** in writing

15. **Theft** involving:
  - a) forcible and violent entry to or exit from any building or part of any building at the **premises**
  - b) personal violence or threat of personal violence to any **employee**
 or any attempt at such theft, other than:
  - a) by any person lawfully in or on the **premises** or involving the **insured** or any **employee**
  - b) involving parting with title or possession of any **property** insured if induced to do so by fraud, trick or false pretence
  - c) of **money**, credit cards or securities of any description
  - d) from a vending machine unless other **property** at the **premises** suffers **damage** at the same time unless specifically mentioned as insured.
 The **insurer** will also indemnify the **insured** for the cost of:
  - i) repair of **damage** to the **buildings** caused by theft or attempted theft of the **property** insured where the **insured** is legally responsible for the cost of repairing such **damage**
  - ii) external glazing and the cost of boarding up provided this is directly accompanied by theft or attempted theft of **property** insured

- iii) replacement of locks at the **premises** made necessary by theft or attempted theft that is not excluded by this insurance of keys from the **premises** or from the home of any adult person authorised to hold such keys, but excluding the cost of replacing safe or strongroom locks and in no case exceeding the sum of £500
- iv) **damage** by theft accompanied by forcible and violent entry to or exit from buildings at the **premises** caused with the connivance of any **employee**

16. **Accidental damage** being all risks of **damage** to the **property** insured excluding:

- a) **damage** or **consequential loss** caused by insured perils 1 to 13 above whether insured or not or specifically excluded by those insured perils
- b) **damage** or **consequential loss** caused by or consisting of:
  - i) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials
  - ii) faulty or defective workmanship, operational error or omission on the part of the **insured** or any **employee**

but this will not exclude subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

- c) **damage** or **consequential loss** caused by or consisting of:
  - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - ii) change in temperature, colour, flavour, texture or finish
  - iii) theft or attempted theft
  - iv) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of associated steam and feed piping
  - v) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - vi) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this will not exclude:

- 1) such **damage** or **consequential loss** not otherwise excluded which itself results from any other accidental **damage**
- 2) subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded
- d) **damage** or **consequential loss** caused by or consisting of:
  - i) subsidence, ground heave or landslip
  - ii) normal settlement or bedding down of new structures
  - iii) acts of fraud or dishonesty
  - iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- e) **damage** to **buildings** or any structure caused by its own collapse or cracking
- f) **damage** or **consequential loss** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- g) **damage** to:
  - i) jewellery, precious metals, bullion, furs, curiosities, works of art or rare books
  - ii) property in transit
  - iii) glass, china, earthenware, marble or other fragile or brittle objects
  - iv) **money**, credit cards or securities of any description
- h) in respect of part A unless specifically mentioned as insured, and in respect of part B:
  - i) vehicles licensed for road use (including accessories on such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii) land, roads, pavements, piers, jetties, bridges, culverts or excavation
  - iii) livestock, growing crops or trees
  - iv) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection.

# Part C – All risks

## Section 1 – Special definition

### Damage

Accidental physical loss or accidental physical damage resulting from a cause not otherwise excluded.

## Section 1 – Cover

In the event of Damage to the **property** insured specified in the schedule arising during the period of insurance within the **territorial limits** the **insurer** will pay to the **insured** the value of the **property** at the time of the Damage or the amount of such Damage or at the **insurer's** option replace, reinstate or repair the **property** or any part of it provided that the liability of the **insurer** will not exceed:

- a)
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of liability specified in the schedule at the time of the Damage
- b) the sum insured (or limit) remaining after deduction for any other Damage occurring during the same period of insurance, unless the **insurer** has agreed to reinstate any such sum insured (or limit).

## Section 2 – Special exclusions

The **insurer** will not be liable for:

- a) theft of **property** from an unattended vehicle unless all the doors, windows and other means of access have been secured and locked and all keys of the vehicle removed to a place of safety, and the **property** is placed in the boot of the vehicle or is otherwise out of sight
- b) **damage** caused by:
  - i) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level
  - ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching
  - iii) pollution, contamination, change in temperature colour texture or finish
  - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates not accompanied by Damage to the machine, apparatus or equipment
  - v) disappearance, unexplained or inventory shortage
  - vi) any testing, repairing, adjusting, servicing or maintenance operation
- c) **damage** to data-processing media and computer systems records caused by:
  - i) data-processing media failure or breakdown or malfunction of the data-processing system including equipment and component parts whilst the said media is being run through the system unless fire or explosion
  - ii) electrical or magnetic injury, disturbance or erasure of electronic recordings except by lightning.

## Section 3 – Special condition

If at the commencement of Damage the sum insured for any individual article of **property** within the overall sum insured under any item is less than the value of the individual article of property covered under that item the **insured** will be considered as being its own insurer for the difference and the amount payable will be proportionally reduced. For the avoidance of doubt solely in respect of the application of average clause c) iii) of general condition 5 will not apply.

## Section 4 – Special extension

The insurance by this part on **computer equipment** includes the actual breaking or burning out of any part whilst actually in use, arising from either mechanical or electrical defect (including fluctuations in power supply) or derangement to the **computer equipment** causing sudden stoppage of its functions and necessitating repair, replacement or rearrangement before it can resume working. Limit £5,000 any one loss.

This Special Extension will not apply to **computer equipment** not covered by a maintenance contract, leasing contract or guarantee providing for repair or replacement.

# Additional covers

## Applicable to parts A and C

### European Union and Public Authorities

Subject to the following special conditions the insurance by each item on **buildings** and **contents** includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

1. European Union legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereafter referred to as 'the Stipulations') in respect of:

- a) any Damage to **property** insured
- b) undamaged portions

excluding:

- i) the cost incurred in complying with the Stipulations:
  - 1) in respect of loss, destruction or damage occurring prior to the granting of cover by this extension
  - 2) in respect of loss, destruction or damage not insured by the policy
  - 3) under which notice has been served upon the **insured** prior to the happening of the Damage
  - 4) for which there is an existing requirement which has to be implemented within a given period
  - 5) in respect of **property** entirely undamaged by any cause hereby insured against
- ii) the additional cost that would have been required to make good the **property** lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with the Stipulations.

### Special conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **insurer** under this extension not being thereby increased.
2. If the liability of the **insurer** under this part other than from this Additional Cover shall be reduced by the application of any of the terms and conditions of this Part then the liability of the **insurer** under this Additional Cover shall be reduced in like proportion.
3. The total amount recoverable under any item of this Part in respect of this Additional Cover shall not exceed:
  - a) in respect of the lost destroyed or damaged **property**:
    - i) 15% of its sum insured
    - ii) where the sum insured by the item applies to **property** at more than one **premises** 15% of the total amount for which the **insurer** would have been liable had the **property** insured by the item at the **premises** where the Damage has occurred been wholly destroyed
  - b) in respect of undamaged portions of **property** (other than foundations) 15% of the total amount for which the **insurer** would have been liable had the **property** insured at the **premises** where the **damage** has occurred been wholly destroyed.
4. The total amount recoverable under this part will not exceed its sum insured.
5. All the terms and conditions of this part except in so far as they are varied by this Additional Cover will apply as if they had been incorporated in this Additional Cover.

### Removal of debris

The insurance by each item on **buildings** and/or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in:

- a) removing debris of
- b) dismantling or demolishing
- c) shoring up or propping

the **property** insured following Damage.

The amount payable under each item will not exceed in total its sum insured.

The **insured** will not pay any costs or expenses:

- i) incurred in removing debris except from the site of the **property** destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of **property** not insured by this part.

### Non-invalidity

This insurance will not be invalidated by any act or omission or by any alteration which increases the risk of Damage without the authority or knowledge of or beyond the control of the **insured**, provided that immediately the **insured** becomes aware of the increased risk of Damage notice is given to the **insurer** and any additional premium paid.

### Professional fees

The insurance by each item on **buildings** or **contents** includes an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees necessarily and reasonably incurred in the reinstatement or repair of **property** insured consequent upon its Damage but not for preparing any claim. The amount payable under each item will not exceed in total its sum insured.

### Capital additions

This insurance extends to include **buildings** and **contents** acquired during its currency including additions and extensions to existing structures but not any appreciation in value provided that:

- a) the Additional Cover will not apply to stock in trade or goods in process of manufacture
- b) in any one situation this Additional Cover will not exceed £1,000,000
- c) the **insured** gives particulars of such extensions of cover as soon as practicable but not later than 6 months after such cover has applied and will effect specific insurance on such **buildings** and **contents** retrospective to the time the **insured** became responsible
- d) immediately such specific insurance is effected, cover by the Additional Cover will be fully reinstated.

### Drains and gutters

The insurance by each item on **buildings** or **contents** extends to include costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in cleaning and/or clearing drains and/or sewers and/or gutters, the **property** of the **insured** or for which the **insured** is responsible following Damage to the **property** insured.

The amount payable under each item will not exceed in total its sum insured.

### Trace and access

In the event of **damage** resulting from escape of water if insured this insurance is extended in addition to the sum insured to pay the reasonable costs and expenses necessarily incurred with the **insurer's** consent in locating the source of such **damage** and the subsequent making good of any **damage** caused provided always that the **insurer's** liability any One Event and in the aggregate in any one period of insurance will not exceed £25,000.

### Underground services

The insurance by each item on **buildings** or **contents** extends to include accidental damage to oil tanks, piping, ducting, cables, wires and associated control gear and accessories serving the **buildings** but only to the extent of the **insured's** responsibility. Limit £1,000 any one loss.

### Automatic reinstatement of sum insured

In consideration of the insurance not being reduced by the amount of any loss the **insured** will pay the appropriate extra premium on the amount of the loss from the date of the occurrence to the date of expiry of the period of insurance.

### Adaptation (energy performance and sustainable buildings) clause

This part includes:

- a) the additional cost of reinstatement incurred with the prior written consent of the **insurer** to comply with the recommendations made under any current energy performance certificate in respect of Damage
- b) additional cost of reinstatement incurred with the prior written consent of the **insurer** to reinstate the Damage to a standard above the minimum required under the prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent energy performance certificate assessment
- c) the reasonable additional cost of reinstatement incurred with the prior written consent of the **insurer** arising from the use of alternative materials or sources of materials in accordance with the principles of the Building Research Establishment Environmental and Sustainability Standard.

Provided always that:

- i) the **insurer** will not be liable for any undamaged portions of the **property** insured
- ii) the **insurer** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** insured by reason of the works funded by the application of this clause
- iii) the **insurer** will not be liable for the cost incurred in complying with prevailing European Union or Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon the insured prior to the happening of the Damage
- iv) if the liability of the **insurer** under any item of this part other than this clause is reduced by the application of any of the terms and conditions of this part then the liability of the insurer under this clause in respect of any such item will be reduced in like proportion
- v) the total amount recoverable under this clause in respect of any One Event and in total in any one period of insurance will not exceed 5% otherwise payable in respect of **buildings** in the absence of this clause or £100,000 whichever is the lesser.

### Bequeathed property

This part includes **property** anywhere in the **territorial limits** bequeathed to the **insured** excluding:

- a) motor vehicles licensed for road use or their accessories, trailers, caravans, watercraft or aircraft
- b) **property** insured under any other policy.

Cover is in force from the commencement date of the **insured's** interest in the **property**.

Provided always that:

- i) the **insurer's** liability will not exceed £10,000 any one item other than **buildings** for which the limit is £500,000 at any one site
- ii) the **insured** will supply to the **insurer** details of all such bequeathed **property** at the end of each period of insurance and pay any additional premium required.

### Damage to reputation

This part includes reasonable costs incurred by the **insured** to mitigate resultant damage to the **insured's** reputation subsequent to any One Event insured under this part.

Provided always that:

- a) the damage to the **insured's** reputation is a consequence of media coverage in print, by radio, television or news agency
- b) the value of any One Event is in excess of £1,000,000 after the application of any deductible or **excess**
- c) the **insurer's** liability under parts A and B combined will not exceed £50,000 in any one period of insurance
- d) the **insurer** will not be liable unless subsequent to any One Event the sole conduct and control of any claim or series of claims under this clause rests with the **insurer**.

### Fire extinguishment expenses

This part includes reasonable costs and expenses necessarily incurred by the **insured** for:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms
- f) fire brigade charges

following Damage.

Provided always that the **insurer's** liability any One Event will not exceed £25,000.

### Groundkeepers' equipment

This part includes groundkeepers' tools, machines and equipment at the **premises**.

Provided always that:

- a) the **insurer's** liability any One Event will not exceed £10,000
- b) moveable items are returned to secure premises whilst not in use
- c) moveable items will not be left unattended.

### Landscaped gardens

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in making good **damage** caused by the emergency services to landscaped gardens or grounds at the **premises** caused by Damage but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs, plants or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that the **insurer's** liability any One Event will not exceed £15,000.

### Loss minimisation and prevention expenditure

This part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating Damage to insured **property** in the event of imminent Damage
- b) preventing or mitigating further Damage to insured property after or in consequence of actual Damage.

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of liability does not exceed £100,000 in the aggregate in any one period of insurance.

### Metered water

This part includes the cost of metered water for which the **insured** is legally responsible arising from its escape.

Provided always that:

- a) the amount payable in respect of any one **premises** is limited to such excess water charges resulting from accidental escape of water from pipes, apparatus or tanks in consequence of Damage
- b) the **insurer's** liability any One Event will not exceed £15,000.



# Special conditions

## Applicable to parts A and C

### Average

The sum insured by each item of this part (other than those applying solely to fees, rent or removal of debris) is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 4 will not apply.

### Fire extinguishing appliances

In consideration of any discount for Fire Extinguishing Appliances allowed from the premium the appliances will be inspected every week and any defect disclosed by such inspection or otherwise will be promptly remedied.

Providing the above is observed by the **insured** this insurance will not be affected by any defect in any of the appliances due to circumstances unknown to or beyond the control of the **insured**.

### Designation

For the purpose of determining where necessary the heading under which any **property** is insured, it is agreed to accept the designation under which such **property** has been entered in the **insured's** books.

### Other interests

It is agreed and understood that where the **insured** so intend the interests of parties other than the **insured** in this insurance are admitted, the nature of such interests to be declared in the event of loss.

### Security protections

- a) All protections will be fitted in accordance with the **insurer's** requirements and together with all other devices for the protection of the **property** insured will be kept in good order and put into full and effective operation when the **premises** are closed for **business** or are unattended.
- b) All keys including duplicate keys relative to the security of the **premises** will be removed from the secured **premises** whenever they are closed or unattended.
- c) Any intruder alarm system will be:
  - i) installed in accordance with the specification agreed by the **insurer** and no alteration or variation of the system or the procedures agreed with the **insurer** for Police or any other response to any activation of the system or any structural alteration to the **premises** which would affect the system will be made without the written consent of the **insurer**
  - ii) maintained in full and effective working order at all times under a contract to provide both corrective and preventive maintenance with the installing company or such other company as approved by the **insurer** with no alteration being made thereto without the written consent of the **insurer**
  - iii) tested and set whenever the alarmed portion of the **premises** are closed or unattended by the **insured** or any person authorised by the **insured** to be responsible for the security of the **premises**.
- d) Immediate advice will be given to the **insurer**:
  - i) of any notice from the Police or a security organisation that the intruder alarm system signals will be disregarded
  - ii) of any notice from the local authority or a magistrate of any requirement imposed under the terms of the Environmental Protection Act 1990 or other legislation requiring modification of the intruder alarm system
  - iii) if the intruder alarm system cannot be turned on or maintained in full working order.
- e) All keys to the intruder alarm system are removed from the **premises** when they are left unattended.
- f) The **insured** maintains secrecy of codes for the operation of the intruder alarm system and no details of same are left on the **premises**.
- g) The **insured** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and Police.
- h) In the event of notification of any activation of the intruder alarm system or interruption of the means of communication during any period that the intruder alarm system is set, a keyholder shall attend the **premises** as soon as reasonably possible.

# Exclusions to parts A, B and C

The **insurer** will not be liable for:

## 1. Consequential loss – applicable to parts A and C

in respect of parts A and C only consequential loss of any kind other than loss of rent if insured

## 2. Electronic risks – applicable to part B

- a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**

## 3. Excesses – applicable to parts A and C

in respect of parts A and C the **excesses** as stated in the schedule will apply to each and every loss at each and every separate **building** at the **premises**

## 4. Pollution or contamination – applicable to parts A and B

loss, damage cost or expense caused by, consisting of or resulting from pollution or contamination but this will not exclude **damage** or **business interruption** not otherwise excluded caused by:

- a) pollution or contamination which itself results from Damage
- b) any Damage which itself results from pollution or contamination

## 5. Property excluded

- a) loss or damage to any **property** more specifically insured by or on behalf of the **insured**
- b) **property** which at the time of Damage is insured by or would but for the existence of this part be insured by any marine policy except in respect of any excess beyond the amount which would have been payable under such policy had this part not been effected
- c) in respect of part A unless specifically mentioned as insured:
  - i) motor vehicles licensed for road use including accessories thereon, caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft
  - ii) playground equipment and artificial sports surfaces
  - iii) livestock
  - iv) growing crops, trees, shrubs, plants or turf other than where incorporated as part of the structure of the **buildings**
  - v) **buildings** or structures in course of construction, erection, alteration, addition or improvement and materials or supplies in connection therewith
  - vi) land, roads, pavements, piers, jetties, bridges, culverts or excavations

## 6. Riot – applicable to parts A and B

in respect of parts A and B loss, damage, cost or expense caused by, consisting of or arising from riot or civil commotion unless this insured peril is specified in the schedule and then only to the extent stated.

# Endorsements

Applicable only where specified in the schedule.

## 1. Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be the Reinstatement of the **property** suffering **damage**.

### Special conditions

1. The liability of the **insurer** for the repair or restoration of **property** which is only partially damaged will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. In respect of any item which is declared to be subject to **average**: if the sum insured at the commencement of Damage is less than 85% of the cost, at the time of reinstatement, of reinstating the whole of the **property** covered by that item the **insured** will bear a proportional share of the loss directly related to the difference between the Sum Insured and the estimated cost of reinstating the whole of the **property**.
3. Any additional amount which may be payable solely due to this Reinstatement Condition will be paid only if:
  - a) Reinstatement commences and proceeds without unreasonable delay
  - b) the cost of Reinstatement has been actually incurred
  - c) at the time of its Damage the **property** insured is not insured by any other insurance effected by or on behalf of the **insured** which is not upon the same basis of Reinstatement.
4. All the terms and conditions of this part will apply:
  - a) in respect of any claim payable under the provisions of this Reinstatement Condition except in so far as they are varied hereby
  - b) where claims are payable as if this Reinstatement Condition had not been incorporated.

## 2. Index-linking

The Sum Insured in respect of each of the items specified under parts A and C in the schedule will be adjusted monthly in line with the indices selected by the **insurer**. At each renewal the premium will be calculated on the adjusted sum insured.

## 3. Unoccupied buildings

The **insured** undertakes in respect of **unoccupied buildings**:

- a) to notify the **insurer** immediately they become aware that any **buildings** or portion thereof is **unoccupied** or any **unoccupied buildings** or portion thereof becomes tenanted; and
- b) that all mains services will be turned off (except electricity supply to maintain any fire or intruder alarm system); and
- c) that the water system be completely drained or, during the period 1 October to 1 April each year any central heating system may be kept working at a minimum temperature of 5 degrees C (additionally, where sprinkler systems are installed it may be necessary to maintain water supplies. In these circumstances heating must be maintained at a minimum temperature of 5 degrees C); and
- d) remove all combustible contents and waste from within the unoccupied portion of the **building** and yard areas belonging to it; and
- e) secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any fire or intruder alarm systems; and
- f) arrange internal inspections of the **buildings** by an authorised representative, ensure such inspections are recorded and carried out at a minimum frequency of every fourteen calendar days unless otherwise notified to and agreed with or specified by the insurer and remove all waste and repair all damage identified in the course of such inspections without delay; and
- g) immediately remove any new accumulations of combustible materials including but not limited to junk mail found during such inspections.

#### 4. Day one basis (non-adjustable)

The following **special definition** and Declaration Conditions apply in respect of the items specified in the schedule under part A:

##### Special definition

###### Declared Value

The **insured's** assessment of the cost of Reinstatement of the **property** insured arrived at in accordance with the Reinstatement provisions at the level of costs applying at the inception of each period of insurance (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowances for:

- a) the additional costs of reinstatement to comply with European Community and Public Authority requirements
- b) professional fees
- c) debris removal costs.

###### Declaration Conditions

- 1. The **insured** having stated in writing the Declared Value which is shown in the schedule as the sum insured for each of the said items the premium has been calculated accordingly. The actual sum insured is 125% of the Declared Value.
- 2. At the inception of each period of insurance the **insured** will notify the **insurer** of the Declared Value of the **property** by each of the item(s). In the absence of such declaration the last amount declared by the **insured** Index Linked in accordance with Endorsement 2 will be taken for the ensuing period of insurance.
- 3. The following wording replaces Special Condition 2 of Endorsement 1:
  - 1. If at the commencement of Damage the Declared Value of the **property** covered by an item is less than the cost of Reinstatement at the inception of the period of insurance then the **insurer's** liability for any loss will be limited to the proportion which the Declared Value bears to such cost of Reinstatement.
- 4. Where claims are payable as if Endorsement 1 had not been incorporated all the terms and conditions of the part will apply except that the sums insured will be limited to the percentage specified in the schedule of each Declared Value.

#### 5. Automatic fire alarm installations

In respect of automatic fire alarm installation(s) the **insured** hereby undertake to:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed
- b) carry out the maintenance procedures specified by the manufacturers of the equipment
- c) notify the **insurer** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- d) record details of all events such as alarms faults, tests, maintenance and disconnections and keep such details available for examination by the **insurer**.

#### 6. Portable heating

Portable Heating Appliances are allowed for use in the **premises** on a maximum of 2 days of any week subject to their type conforming to the following:

- a) Electrical Appliances
  - heaters with enclosed elements or forced convection heaters incorporating a fan failure cut-out device and/or an overheat cut-out device
- b) Gas Appliances having both:
  - i) an integral fuel source; and
  - ii) one or more of the following safety features: a flame failure device, an overheat cut-out device and where relevant, a fan failure cut-out device.

All Portable Heating Appliances must be located in a safe position:

- i) at least 1 metre clear of any combustible material
- ii) where they cannot be accidentally knocked over

and in addition in respect of paragraph b):

- iii) away from draughts
- iv) provided with an independent non-combustible guard.

#### **7. Electrical**

The electrical installation must be checked by an Institution of Electrical Engineers qualified electrician with any defects being attended to within 3 months of inception of this policy.

#### **8. Basement storage**

It is a condition precedent to the **insurer's** liability that all property kept in any cellar, basement or sub-basement will be kept on racks or shelves at least 30cm above floor level.

#### **9. Fire break doors and shutters**

It is a condition precedent to the **insurer's** liability that all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order.

# Part D – Money

## Section 1 – Special definitions

### Assault

- a) Violent or criminal assault; or
- b) attack by animals.

### Non-Negotiable Money

Crossed cheques, crossed girocheques, crossed bankers' drafts, crossed national giro drafts, crossed money orders, crossed postal orders, franking machine units, used national insurance stamps, national savings certificates, credit company sales vouchers and Value Added Tax purchase invoices.

### Person Insured

Any person aged between 16 and 65 years inclusive other than:

- a) an employee of a security company or similar organisation
- b) any person committing or attempting robbery.

## Section 2 – Cover

The **insurer** will pay to the **insured** in the event of loss of **money** from any cause which is not excluded arising during the period of insurance, the amount of such loss not exceeding the limits specified in the schedule.

## Section 3 – Additional cover

	Limit of Liability
a) Accidental <b>damage</b> as a direct result of robbery or attempted robbery to:	
i) personal effects of any <b>employee</b>	£500
ii) any franking machine, safe, strongroom or security case, bag specially designed container for the carriage of <b>money</b>	Reinstatement or other Value
b) the cost of replacing safe or strongroom locks made necessary by theft of keys from the <b>premises</b> or from the home of any adult authorised to hold such keys, but excluding such cost where the keys have been left on the <b>premises</b> whilst closed for business purposes	£1,000
c) provided that no other personal accident insurance is operative the <b>insurer</b> will pay to the <b>insured</b> such of the amounts below as are applicable if a Person Insured sustains bodily injury by Assault whilst entrusted with <b>money</b> by the <b>insured</b> , as a result of which death or disablement occurs within 24 months of such injury:	
i) death, total loss of use of one or more hands and feet or total loss of sight in one or both eyes	£10,000
ii) permanent total disablement (other than stated in i) above) from engaging in usual profession or occupation	£10,000
iii) temporary disablement from engaging in usual profession or occupation for a maximum period of 104 weeks from date of disablement	Normal weekly wage or salary up to £150 per week

All sums paid under iii) will be deducted from any sums payable under i) or ii) in respect of the same injury to the same Person Insured.

## Section 4 – Special exclusions

The **insurer** will not be liable for:

- a) any loss arising from error or omission in receipts, payments, accounting practice or depreciation in value
- b) any loss due to fraud or dishonesty on the part of an **employee** but this Exclusion will not apply to loss arising from fraud or dishonesty which is discovered within 72 hours, provided that:
  - i) such loss is not recoverable under a Fidelity Guarantee bond or policy of insurance
  - ii) the **insurer's** liability will not exceed the amount specified in the schedule against Item 2 c) i)
- c) any loss of **money**:
  - i) in excess of £100 from an unattended vehicle
  - ii) in the custody or control of a security company or similar organisation except for the amount of any loss which cannot be recovered from the security company by legal means but not exceeding the relevant Limit specified in the schedule
  - iii) resulting from gradual deterioration, mechanical or electrical defect, breakdown or malfunction of any franking, dispensing or similar machines
  - iv) in the mail other than sent by registered post
- d) an **excess** the amount of which is specified in the schedule. Unless stated otherwise, the **excess** will apply to each and every loss.

## Section 5 – Special conditions

### Accompaniment

The **insurer** will not be liable for any loss of **money** in transit unless accompanied by able-bodied adult persons as follows:

Amount carried	Minimum number of persons
Up to £2,500	One
Over £2,500 and up to £5,000	Two
Over £5,000 and up to £10,000	Three
Cover for amounts over £10,000 is only applicable if specified in the schedule.	

### Condition precedent

It is a condition precedent to the **insurer's** liability that whenever an office, room or area in which a safe or strongroom containing **money** is situated becomes unattended:

- a) such safe or strongroom is securely locked
- b) all keys or combination code to such safe or strongroom are removed from the **premises** or kept on the person of an authorised **member** or **employee**.

# Part E – Public liability

## Section 1 – Special definitions

### Abuse

Any actual or threatened single act or repeated acts of maltreatment that inflict harm or fail to prevent harm including:

- a) physical abuse
- b) sexual abuse, including sexual exploitation
- c) neglect and/or acts of omission
- d) psychological abuse
- e) contemptuous, coarse or insulting behaviour.

### Abuse Event

One occurrence or all occurrences of a series of Abuse to any one person.

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Concussive and Sub-concussive Impacts

Repeated concussive or sub-concussive impacts injuries or traumas resulting in a neurodegenerative condition.

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** become legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### Financial Loss

Economic or pecuniary losses for which the **insured** may be held legally liable in the law of tort.

### Geographical Limits

- a) The **territorial limits**
- b) elsewhere in the world in connection with temporary visits by **members** and **employees** not engaging in manual work and normally resident in and travelling from the **territorial limits**
- c) in respect of Products worldwide other than the United States of America, Canada and any territory within their jurisdictions.



### Health Care

- a) Diagnosis of Injury
- b) prescription of treatment or drugs
- c) medical treatment of a patient
- d) personal medical or health care advice to individuals in their private capacity.

### Health Care Professional

The following whether or not an Employee including but not limited to:

- a) medical and dental practitioners
- b) nurses and midwives
- c) members of professions allied to medicine
- d) ambulance personnel and paramedics
- e) laboratory staff and relevant technicians
- f) others consequent on decisions or judgements made by members of those professions acting in their professional capacity.

### Incidental Treatment

Administration or supervision of medication orally, topically, by injection or by tube, and the application of appliances or dressings.

### Injury

Bodily injury including death, illness and disease.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or **damage** or Injury directly or indirectly caused by such pollution or contamination.

### Products

Goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the **insured** in connection with the **business**.

### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of:

- a) accidental Injury to any person other than an Employee
- b) accidental **damage to property**
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the Geographical Limits in the **business**.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

- i) in the United States of America or Canada or territories under their jurisdiction
- ii) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

where the limit of indemnity will be inclusive of Costs and Expenses.

## 2.1 Concussive and Sub-concussive Impacts

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for accidental Injury to any person other than an Employee resulting from Concussive and Sub-concussive Impacts occurring during the period of insurance within the Geographical Limits in connection with the **business**.

## 2.2 Contingent motor liability

The **insurer** will indemnify the **insured** in respect of the **insured's** legal liability for accidental Injury to any person or accidental **damage** to **property** arising out of the use of any motor vehicle not the property of nor provided by the **insured** and being used in the **business**.

Provided always that the **insurer** will not be liable:

- a) in respect of **damage** to such vehicle or to goods conveyed therein or thereon
- b) for accidental Injury to any person or accidental **damage** to **property** arising while such vehicle is being driven by the **insured** or by any person who to the **insured's** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside the **territorial limits**.

## 2.3 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order or any regulations made thereunder
    - 2) the Consumer Protection Act 1987 or any regulations made thereunder
    - 3) the Food Safety Act 1990 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.4 Costs of criminal proceedings

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against costs incurred with the **insurer's** written consent in the defence of any criminal proceedings brought against the **insured** or such **member** or Employee for an alleged breach of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) Part II of the Consumer Protection Act 1987
- c) Part II of the Food Safety Act 1990

and which relates to any event involving Injury or **damage to property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings. Where the **insurer** has provided an indemnity under this clause the **insurer** will also provide an indemnity against costs of prosecution awarded against the **insured** and at the **insured's** request any **member** or Employee in respect of the same proceedings, providing the total liability of the **insurer** will not exceed in the aggregate the sum insured stated in the schedule.

Provided always that this indemnity will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings related to health, safety or welfare of Employees.

## 2.5 Court attendance costs

In addition to the limit of indemnity the **insurer** will pay the **insured** a daily rate of £500 if a **member** or Employee is required to attend court as a witness at the **insurer's** request.

## 2.6 Data protection

The **insurer** will also indemnify the **insured** for legal costs and expenses incurred with the **insurer's** prior consent, and all sums the **insured** is required to pay as damages to an individual arising from proceedings brought against the **insured** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the **insurer** will not be liable under this clause for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this clause committed by the **insured**
- ii) the liability of the **insurer** under this clause will not exceed £1,000,000 in any one period of insurance.

## 2.7 Damage to reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided under this part indemnify the **insured** for reasonable costs incurred by the **insured** with the **insurer's** prior consent to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the value recorded in the **insurer's** books of any one claim or series of claims arising from any one cause exceeds £1,000,000 before the application of any deductible or **excess**
- c) the **insurer's** liability under this clause will not exceed £50,000 in any one period of insurance

- d) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

## 2.8 Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury and **damage** occurring during the period of insurance and in connection with premises which have been disposed of by the **insured**.

Provided always that the **insurer** will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

## 2.9 Environmental clean up costs

The **insurer** will also indemnify the **insured** in respect of all sums including statutory debts which the **insured** may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance  
All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the **insurer** will be under no liability:
  - i) in respect of Clean Up Costs for **damage** to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
  - ii) for **damage** connected with pre-existing contaminated property
  - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
  - ix) for **damage** caused deliberately or intentionally by the **insured** or where the **insured** has knowingly deviated from environmental protections or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the **insured** is responsible
  - x) in respect of fines or penalties of any kind
  - xi) for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
  - xii) for **damage** which is covered by a more specific insurance policy
  - xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

## 2.10 Financial loss

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for Financial Loss arising as a result of a negligent and accidental act, error or omission committed or alleged to have been committed:

- a) within the Geographical Limits; and
- b) by an Employee in the normal execution of their duties for the business occurring during the period of insurance.

In addition the **insurer** will pay Costs and Expenses.

The **insurer** will not be liable for Financial Loss:

- i) which arises out of any contract, agreement, warranty, collateral warranty or guarantee (except where such liability would have attached to the **insured** in the absence of such a contract)
- ii) arising from Products
- iii) arising from libel, slander, defamation, malicious falsehood or injurious falsehood
- iv) arising from awards for injury to feelings
- v) arising from breach of statute
- vi) arising from breach of patent or copyright
- vii) arising from any legal liability arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to employees or former or prospective employees

viii) arising from:

- 1) any claim wholly or in part attributable to, based upon or caused by any matter the subject of a finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction
- 2) misfeasance in public office
- 3) any surcharge made by the District Auditor or other competent body.

Provided always that clause 1) of this exclusion will not apply in respect of any legal liability that would have attached independently of such finding

- ix) arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

## 2.11 Heat precautions

If the **insured** works away from the **premises** using welding or flame cutting equipment, blow lamps, blow torches or hot air guns, no claim under this Part will be payable unless the following conditions have been complied with:

- a) All movable combustible materials are removed from the vicinity of the work.
- b) Suitable portable fire extinguishing appliances are kept ready for immediate use as near as practicable to the scene of the work and that **employees** are trained in their use.
- c) Before heat is applied to any wall or partition or to any material built into or passing through the wall or partition an inspection will be made by a responsible person to make sure that there are not combustible materials which may be ignited by direct or conducted heat.
- d) Such equipment is lit or operating for a short a time as possible before use and is extinguished immediately after use and is not left unattended whilst lit or operating.
- e) Blow lamps are filled and gas canisters are changed in the open.
- f) For one hour, starting after completion of each work period, fire safety checks of the working area must be made at intervals of not more than 20 minutes and immediate steps taken to extinguish any smouldering or flames discovered.
- g) Fixed combustible materials in the area in which welding or flame cutting equipment is used will be protected by overlapping sheets or screens of non-combustible material.

## 2.12 Indemnity to other persons

In the event of any claim in respect of which the **insured** would be entitled to receive indemnity under this part being brought or made against:

- a) any **member**
- b) any Employee
- c) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- d) any leaseholder or shared owner where the amount stated in the schedule as the **excess** will not apply

the **insurer** will indemnify such person if the **insured** so request against such claim or any costs, charges and expenses in respect thereof.

Provided always that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**; and
- ii) such person is not entitled to indemnity under any other insurance; and
- iii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

## 2.13 Joint/Cross liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them.

Provided always that the total amount the **insurer** will pay to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed the overall limit of indemnity provided by this part stated in the schedule.

## 2.14 Legionella

The **insurer** will also indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

- a) all Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that the **insured** first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination
- b) regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitably managed
- c) the **insurer** will be under no liability under this clause:
  - i) if before the current period of insurance the **insured** had become aware of circumstances which have or may give rise to such Pollution or Contamination
  - ii) unless the **insured** at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred is in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – The control of legionella bacteria in water systems"
- d) the **insured** will give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this clause
- e) the total liability of the **insurer** under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Special exclusion 11 will not apply to this clause.

The **insured** will at inception of this clause and annually thereafter provide to the **insurer** details of the number of premises owned or operated by the **insured** where cooling towers and or evaporative condensers are present.



## 2.15 Personal liability

At the **insured's** request this part will apply to the personal liability of any:

- a) **member** or Employee or any member of the family of such **member** or Employee in connection with the **business**
- b) member of sports and social clubs operating in the **business** while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the **insured** fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable:
  - 1) unless the **insurer** has the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached
  - 3) where liability arises from any employment, business, profession or trade
  - 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

## Section 3 – Special exclusions

This part does not cover:

### 1. Aircraft Products

liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

### 2. Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

### 3. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

### 4. Concussive and Sub-concussive Impacts

liability arising from Concussive and Sub-concussive Impacts.

This exclusion is not applicable to the indemnity provided by part E Section 2 – Cover clause 2.1 – Concussive and Sub-concussive Impacts

### 5. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the **insured** shall become legally liable to pay as compensation for:
  - i) Injury
  - ii) physical loss of or physical **damage** to material **property**
- b) the **insurer's** liability shall not exceed the limit of indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

This exclusion is not applicable to the indemnity provided by part E Section 2 – Cover clause 2.6 – Data Protection

### 6. Exports to the USA or Canada

liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada or territories under their jurisdiction

## 7. Foreign operations

any associated or subsidiary company of the **insured's** or branch office or representative of the **insured's** with power of attorney domiciled outside the **territorial limits**

## 8. Liquidated or punitive damages

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court of law outside the **territorial limits**

## 9. Medical malpractice

liability arising out of or in consequence of the rendering of or failure to render Health Care by a Health Care Professional other than in respect of Incidental Treatment forming part of the official duties of a suitably trained Employee provided always that this exclusion will not apply to nurses who are employed by the **insured** and not entitled to indemnity under any other source

## 10. Motor

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the authorised movement on the **insured's** premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required
- iv) the **insured's** activities in maintaining, servicing, testing and checking or repairing motor vehicles not owned, hired, leased or borrowed by the **insured** provided always that the **insurer** will not be liable for any liability resulting from the use on the road within the meaning of the Road Traffic Acts of any vehicle while under the control of any person for whose acts the **insured** is responsible for but for the fact that such control is unauthorised the **insured** would be responsible

## 11. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

## 12. Professional advice, design or specification

Injury, **damage** or Financial Loss arising out of professional advice, design or specification given by the **insured** for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to:

- a) **damage** resulting from those activities which the **insured** has a statutory duty to perform
- b) **damage** to **property** other than that which is the subject of such professional advice, design or specification

## 13. Property damage and defective work

- a) **damage** to that part of any **property** upon which the **insured** or any servant or agent of the **insured's** is or has been working where the **damage** is the direct result of faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) **damage** to land or **property** previously owned by the **insured** but sold or transferred to another party where such **damage** results from a defect in that land or **property**
- c) losses consequent upon **damage** to **property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party
- d) the cost of rectifying defective work carried out by or on behalf of the **insured**



#### 14. Property held in trust

**damage to property** belonging to the **insured** or in either the **insured's** or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by the **insured** but this exclusion will not apply to:

- a) the personal effects including vehicles or their contents of any **member**, Employee or visitor
- b) buildings or their contents of premises in either the **insured's** or any Employee's custody and control in connection with the **business** that are not owned by nor hired, rented, leased or lent to the insured
- c) premises or their fixtures and fittings hired, rented, leased or lent to the **insured** other than such **damage** if liability is assumed by the **insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

#### 15. Replacing or rectifying products

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or **damage** to the Products themselves

#### 16. Vessels and craft

liability arising from the ownership or possession or use by the **insured** or on the **insured's** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

### Section 4 – Special provision

#### 1. Abuse

All claims arising from an Abuse Event:

- a) will be deemed to constitute one claim occurring on the date of the last act of Abuse; and
- b) will be subject to the excess stated in the schedule. Such **excess** will be deemed to apply per Abuse Event.

### Section 5 – Special conditions

#### 1. Concussive and sub-concussive impacts

In respect of any claim or series of claims arising from Concussive and Sub-concussive Impacts it is a condition precedent to the **insurer's** liability under this part that the **insured** will:

- a) retain documents demonstrating adherence to guidance set out by sporting governing bodies in respect of concussion, head injuries and player safety
- b) retain evidence of following NHS guidance in respect of head injuries and concussion
- c) ensure that a system of record retention in respect of:
  - i) a) and b) above; and
  - ii) incidents of head injuries and/or concussionis in place and records are retained for a minimum of 10 years.

#### 2. Discharge of liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

#### 3. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) Products
- b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

#### 4. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim against or by the **insured** or series of claims against or by the **insured** arising directly or indirectly from a single act of **terrorism** will be £5,000,000.

# Part F – Hirers' liability

## Section 1 – Special definitions

### Agreement

The tenancy rental or other contract between the **insured** and Hirer concerning the use of the **premises**.

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Costs and Expenses

- a) Claimants' costs and expenses which the Hirer becomes legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### Hirer

Any person or organisation hiring the **premises** under an Agreement with the **insured**.

### Injury

Bodily injury including death, illness and disease.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or **damage** or injury directly or indirectly caused by such pollution or contamination.

### Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Section 2 – Cover

The **insurer** will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages in respect of:

- a) accidental Injury to any person (other than an employee of the Hirer if such Injury arises out of and in the course of employment by the Hirer)
- b) accidental **damage** to the **premises** or the contents of the **premises** subject to the liability of the **insurer** not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of such Agreement
- c) accidental **damage** to other **property** not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service
- d) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods

occurring during the period of insurance arising out of the activities of the Hirer at the **premises**.

The **insurer** will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity.

## 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will also indemnify the Hirer in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance in the course of the hiring of the **premises** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed the limit of indemnity stated in the schedule. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will apply only to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Hirer
- d) the Hirer will give to the **insurer** immediate notice of any summons or other process served upon the Hirer which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the Hirer has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the Hirer in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Costs of criminal proceedings

The **insurer** will also indemnify the Hirer against:

- a) legal costs and expenses incurred with the **insurer's** written consent
- b) costs incurred with the **insurer's** written consent in the defence of any criminal proceedings brought against the Hirer for an alleged breach of:
  - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - ii) Part II of the Food Safety Act 1990
  - iii) Part II of the Consumer Protection Act 1987

and which relates to any event involving Injury or **damage to property** which is or may be the subject of indemnity under this part occurring during the period of insurance in the **business** including legal costs and expenses incurred with the **insurer's** prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the Hirer has effected a more specific legal expenses protection or insurance

- iii) proceedings or appeals consequent upon any deliberate act or omission and the Hirer will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings related to health, safety or welfare of employees of the Hirer.

## 2.3 Environmental clean up costs

The **insurer** will also indemnify the Hirer in respect of all sums including statutory debts which the Hirer may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the **insurer** will be under no liability:
  - i) in respect of Clean Up Costs for damage to the Hirer's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Hirer's care, custody or control
  - ii) for **damage** connected with pre-existing contaminated property
  - iii) for **damage** caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the Hirer's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Hirer's care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
  - ix) for **damage** caused deliberately or intentionally by the Hirer or where the Hirer has knowingly deviated from environmental protections or where the Hirer has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the Hirer is responsible
  - x) in respect of fines or penalties of any kind
  - xi) for **damage** caused by the ownership or operation on behalf of the Hirer of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
  - xii) for **damage** which is covered by a more specific insurance policy
  - xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for **damage** caused by disease in animals belonging to or kept or sold by the Hirer.

## Section 3 – Special exclusions

The **insurer** will not be liable for:

### 1. Asbestos

liability directly or indirectly caused by, contributed to, by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

## 2. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

## 3. Cyber

liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from or in connection with the **insured's** use of or reliance upon or work carried out upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided always that:

- a) this exclusion shall not apply in respect of all sums which the **insured** shall become legally liable to pay as compensation for:
  - i) physical bodily injury or disease
  - ii) physical loss of or physical damage to material property
- b) the **insurer's** liability shall not exceed the Limit of Indemnity stated in the schedule for any one occurrence or all occurrences of a series arising out of one original cause and in the aggregate in any one period of insurance and will be the maximum the **insurer** will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

## 4. Defective work and damage to products

- a) the cost of rectifying defective work carried out by or on behalf of the Hirer
- b) the cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer or **damage** to the goods or property itself

## 5. Excess

the first £100 of each and every claim for **damage** to the **premises** or contents caused other than by fire or explosion

## 6. Liquidated or punitive damages

any amount in respect of:

- a) liquidated damages fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court outside the **territorial limits**
- c) fines

## 7. Motor

Injury or **damage** arising from the ownership, possession or use by or on behalf of the Hirer or any person entitled to indemnity under this part, of any mechanically propelled vehicle or any attached trailer (or broken away after attachment) which is licensed for road use and for which compulsory insurance or security is necessary by virtue of the Road Traffic Acts

## 8. Political or business use

Injury or **damage** arising out of the use of the **premises** for:

- a) meetings organised by political parties
- b) commercial or business use

## 9. Pollution or Contamination

Injury or **damage** when such Injury or **damage** arising directly or indirectly out of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The **insurer's** total liability for all Pollution and Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one period of insurance will not exceed in the aggregate the sum specified in the schedule as the limit of indemnity

#### 10. Products liability

any liability for Injury or **damage** caused by goods (including containers, packaging, labelling and instructions) sold, supplied, repaired, altered, treated, erected or installed by the Hirer

#### 11. Professional liability, errors and omissions

Injury or **damage** resulting from errors or omissions in advice, treatment, design or specification provided by the Hirer or anything used or supplied in such connection

#### 12. Vessels and craft

Injury or **damage** arising out of the use of or caused by any vessel or craft designed to travel in on or through water, air or space.

### Section 4 – Special provisions

#### 1. Insurer's rights

The **insurer** may at any time pay any limit of indemnity (after deduction of any sum or sums already paid) or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with its written consent prior to the date of such payment.

#### 2. Limit of indemnity

The limit of indemnity specified in the schedule is the **insurer's** monetary limit in respect of the insurance provided by this part (other than any limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

Where the **insured** becomes liable to pay a sum above the limit of indemnity in respect of claims the **insurer** will pay only the proportion of costs and expenses that the limit of indemnity bears to the **insurer's** total liability.

#### 3. Terrorism

The limit of indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the limit of indemnity specified in the schedule, whichever is the lesser.

# Part G – Employers' liability

## Section 1 – Special definitions

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the **insurer's** written consent in defending any claim for damages
- c) costs incurred with the **insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the **insured**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the **insured** from another employer
- f) volunteering to assist or co-opted to assist the **insured**

and working for the **insured** in connection with the **business** while under the **insured's** direct control or supervision.

### Injury

Bodily injury including death, illness and disease.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by the **insured** in the **business**.

In addition to any claim for damages the **insurer** will pay Costs and Expenses.

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed the sum stated in the schedule in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge



- ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

## 2.2 Court attendance costs

The **insurer** will pay the **insured** a daily rate of £500 if any **member** or Employee is required to attend court as a witness at the **insurer's** request.

## 2.3 Damage to reputation

In the event of a claim or series of claims arising from any one cause for which the **insured** would be entitled to receive indemnity under this part the **insurer** will in addition to the indemnity provided under this part indemnify the **insured** for reasonable costs incurred by the **insured** with the **insurer's** prior consent to mitigate resultant damage to the reputation of the **insured**.

Provided always that:

- a) the damage to the **insured's** reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the value recorded in the **insurer's** books of any one claim or series of claims arising from any one cause exceeds £1,000,000 before the application of any deductible or **excess**
- c) the **insurer's** liability under this clause will not exceed £50,000 in any one period of insurance
- d) the **insurer** will not be liable under this clause unless the **insurer** has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the **insured**.

## 2.4 Health and Safety at Work defence costs

The **insurer** will also indemnify the **insured** and at the **insured's** request any **member** or Employee against:

- a) costs and expenses incurred with the **insurer's** prior consent
- b) costs awarded against the **insured** or such **member** or Employee

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the **business** and which relates to any event involving Injury which is or may be the subject of indemnity under this part including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the **insured** or any **member** or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the **insured** will immediately repay the **insurer** all costs and expenses paid by the **insurer** prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an Employee.

## 2.5 Indemnity to other persons

The **insurer** will also indemnify at the **insured's** request:

- a) any **member** or Employee
- b) any principal for whom the **insured** is or has been carrying out work but only to the extent required under the contract for the work.



Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this part; and
- iii) the **insurer** will not be liable unless the **insurer** has the sole conduct and control of all claims.

## 2.6 Unsatisfied court judgments

If any Employee or their personal representative obtains a judgment from a court within the **territorial limits** for damages for Injury against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than 6 months after the date of the award the **insurer** will pay at the **insured's** request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

- a) the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to the **insurer**.

## Section 3 – Special exclusions

The **insurer** will not be liable for:

### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

### 2. Work offshore

liability for Injury caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

### 3. Work overseas

liability in respect of any Injury caused outside the **territorial limits** but this exclusion will not apply to any Employee temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the **territorial limits** and that the Employee is normally resident in and travelling from the **territorial limits**.

## Section 4 – Special provisions

### 1. Limit of indemnity.

The limit of indemnity specified in the schedule is the **insurer's** monetary limit (including all costs and expenses) in respect of the insurance provided by this part (other than any limit otherwise specified) and applies to any one claim or series of claims arising from any one cause.

### 2. Terrorism

The limit of indemnity in respect of any one claim or series of claims arising directly or indirectly from **terrorism** is £5,000,000 or the limit of indemnity specified in the schedule, whichever is lower.

# Part H – Libel and slander

## Section 1 – Special definition

### Costs and Expenses

- a) Claimants' costs and expenses which the **insured** becomes legally liable to pay
- b) costs incurred with the **insurer's** written consent in defending any claim for damages which may be the subject of indemnity under this part.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the **business** by:
  - i) any **member** provided such publications were specifically authorised by the **insured**
  - ii) any **employee**
- b) slanders in oral utterances made by any **member** or **employee** arising out of and in the course of:
  - i) the discharge of official duties on behalf of the **insured**
  - ii) in the case of a **member** the **insured's** official business at meetings or of the **insured** or its committees or subcommittees or any occasion when the **member** is specifically authorised to represent the **insured**

for which a claim is first made against the **insured** and notified to the **insurer** during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

- i) the date of any publication or utterance on which a claim is based occurs during the period of insurance
- ii) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

In addition the **insurer** will pay Costs and Expenses.

### 2.1 Indemnity to other persons

The **insurer** will also indemnify under the terms of this part at the **insured's** request any **member** or **employee**.

Provided always that:

- a) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- b) the **insurer's** total liability will not be increased beyond the limit of indemnity
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) the **insurer** has sole conduct and control of any claim.

## Section 3 – Special exclusions

This part does not cover:

### 1. Excess

an **excess** the amount of which is specified in the schedule. Unless stated otherwise, the **excess** will apply to each and every claim or series of claims arising from any one publication or utterance

### 2. Exemplary or punitive damages

any amount in respect of exemplary or punitive damages

### 3. Malicious falsehood or injurious falsehood

liability arising from malicious falsehood or injurious falsehood.

## Section 4 – Special provisions

### 1. Claims notification

The notification to the **insurer** in writing during the period of insurance or the extended 12 months reporting period allowed for under this part after cessation of any circumstances that might give rise to a claim under this part will constitute a claim first made against the **insured** during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

### 2. Discharge of liability

The **insurer** may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 3. Limit of indemnity

The limit of indemnity stated in the schedule is the **insurer's** monetary limit including all Costs and Expenses and applies in the aggregate to:

- a) all claims made during any one period of insurance; and
- b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.

# Part I – Motor vehicles

## Section 1 – Special definitions

### Accessories

- a) Parts or products specifically designed to be fitted to or used with the Vehicle including spare parts
- b) permanently fitted entertainment systems, communication, navigation, security equipment or other electronic equipment fitted to the Vehicle by the manufacturer. This does not include equipment temporarily sited in and removable from the Vehicle being powered from a cigarette lighter/accessory socket
- c) Electric Vehicle charging equipment, being charging cables, adaptors (provided with the Electric Vehicle by the manufacturer) and home installed charging points.

### Car

Any private car, estate car, utility car or Minibus.

### Certificate

The current certificates of motor insurance issued by the **insurer**.

### Child Seat

Any car seat designed for children up to 12 years old including infant carriers, combination car seats, forward facing car seats and high back booster seats with or without harnesses.

### Commercial Vehicle

Any motor vehicle other than a Car or Motorcycle.

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs and expenses incurred with the **insurer's** consent in defending any claim
- c) costs incurred with the **insurer's** consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the Geographical Limits
  - iii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any **event** which may be the subject of indemnity under this part.

### Driver

Any person driving the Vehicle and entitled to do so under the terms of the Certificate.

### Electric Vehicle

Any Vehicle that uses one or more electric motors for propulsion that are powered by a self-contained battery which requires charging from an external power source.

### Geographical Limits

- a) The **territorial limits**
- b) any member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)
- d) any other country but only during any period for which the **insured** has requested and the **insurer** has agreed to extend cover for the use of the Vehicle in that country

and during transit (including the process of loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

### Insured Person

- a) The **insured**
- b) the Driver
- c) at the **insured's** request:
  - i) any **employee, member, volunteer**, director or principal
  - ii) any Passenger
  - iii) the owner of a Vehicle on hire or loan or leased to the **insured**
  - iv) any member or committee member of the **insured's** sports or social club
  - v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the Certificate
- d) any person who with the **insured's** permission is using but not driving the Vehicle for social domestic and pleasure purposes provided always that such use is permitted under the terms of the Certificate
- e) the employer or partner of any person whose business use is permitted under the terms of the Certificate.

### Licence

Licence to drive a motor vehicle of the same class as the Vehicle.

### Minibus

A motor vehicle with between 9 and 16 (inclusive) Passenger seats.

### Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

### Passenger

Any person other than the Driver travelling in or on or getting into or out of the Vehicle or any Trailer or disabled motor vehicle attached to the Vehicle.

### Pollution or Contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

### Road

Anywhere within the Geographical Limits where compulsory motor insurance legislation is operative.

### Trailer

Any trailer which is the **insured's** property or for which the **insured** is legally responsible but excluding a disabled motor vehicle.

### Vehicle

Any motor vehicle excluding a steam driven vehicle but including an Electric Vehicle as follows:

- a) Car
- b) Motorcycle
- c) Commercial Vehicle
- d) any motor vehicle bearing a Trade Plate

which is insured under this part and described in the Certificate but excluding any motor vehicle registered outside the **territorial limits** unless the **insured** has requested and the **insurer** has agreed to cover such motor vehicle.

### Windscreen

Glass in the windscreen and windows, sunroof or panoramic glass roof.

## Section 2 – Third party liability

In respect of legal liability for death of or bodily injury to any person and **damage to property** the **insurer** will indemnify the Insured Person when liability is caused by or arises out of the use of the Vehicle or in connection with the loading or unloading of the Vehicle. In addition the **insurer** will pay Costs and Expenses.

### 2.1 Corporate Manslaughter

In respect of any **event** which may be the subject of indemnity under this section the **insurer** will pay legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 in any one period of insurance
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) the **insurer** will be under no liability:
  - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

### 2.2 Indemnity to personal representatives

Following the death of any person entitled to indemnity the **insurer** will in respect of the liability incurred indemnify such person's personal representatives.

### 2.3 Electric vehicle charging cables

The **insurer** will indemnify the Insured Person when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the Geographical Limits applies or not.

### 2.4 Terrorism

In respect of legal liability for **damage to property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 inclusive of Costs and Expenses or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater
- b) this clause will only apply to proceedings brought in the Geographical Limits.

## Exclusions to Section 2

This section does not cover:

### 1. Airside

legal liability directly or indirectly caused by or contributed to by or arising from the Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:

- a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground

- b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars

## 2. Damage

- a) **damage** to **property** belonging to or in the care, custody or control of the Insured Person
- b) **damage** to premises or to the fixtures and fittings therein which are not the **insured's** property but are occupied by the **insured** under a lease or rental agreement if such **damage** is covered by any other insurance
- c) **damage** to **property** in or on the Vehicle
- d) **damage** to the Vehicle

## 3. Defective goods or treatment

death of or bodily injury to any person or **damage** to **property** caused by or attributable to:

- a) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the Vehicle or any motor vehicle not the **insured's** property or provided by the **insured**
- b) treatment given or services provided at or from the Vehicle or any other motor vehicle

## 4. Employers' liability

death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers' liability legislation within the Geographical Limits

## 5. Loading or unloading

death of or bodily injury to any person or **damage** to **property** caused or occurring beyond the limits of any Road in connection with:

- a) the bringing of the load to any Vehicle for loading thereon
- b) the taking away of the load from any Vehicle after unloading therefrom

by any person other than the Driver or attendant of such Vehicle

## 6. Other insurances

any person other than the **insured** if that person is entitled to indemnity under any other insurance

## 7. Pollution or contamination

death of or bodily injury to any person or **damage** to **property** directly or indirectly caused by Pollution or Contamination unless the Pollution or Contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident took place

## 8. Terrorism

death or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs

## 9. Tool of trade

death of or bodily injury to any person or **damage** to **property** caused by or arising out of the use of mechanically propelled plant or an attachment of the Vehicle while working as a tool of trade.

Exclusions 1, 3, 7 and 9 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

## Provision to Section 2

### 1. Limit of indemnity

The **insurer's** liability will not exceed any sum stated in this section in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured **event** occurs.

## Section 3 – Indemnity to owner

Where required by a contract entered into by the owner and the **insured** the **insurer** will in the terms of and subject to the limitations of section 2 indemnify the owner of the Vehicle loaned or hired to the **insured** provided always that such owner is not entitled to indemnity under any other policy.

## Section 4 – Joint liabilities

If the **insured** comprises more than one party the **insurer** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed any relevant limit of indemnity.

## Section 5 – Indemnity to principals

The indemnity provided under section 2 will extend to indemnify any principal of the **insured** in respect of liability at law arising out of the use of the Vehicle in connection with any contract entered into between the **insured** and such principal.

Provided always that:

- a) the **insurer** will not be liable for death or bodily injury or **damage to property** arising out of the negligence or other default of the principal or their servants or agents
- b) the **insurer** will have the sole conduct and control of any claim
- c) the principal is not entitled to indemnity under any other policy.

## Section 6 – Movement of third party vehicles

The indemnity provided under section 2 will extend to liability incurred by the **insured** caused by or arising out of:

- a) the driving or movement of a motor vehicle not the property of the **insured** when it is interfering with the performance of the **business** directly connected with the legitimate passage of the Vehicle
- b) the parking or movement by an **employee** of a motor vehicle belonging to a customer or visitor of the **insured** on or within the vicinity of the premises.

For the purposes of this section the words “or in the care, custody or control of” in section 2 exclusion 2 a) will not apply to such third party motor vehicle.

## Section 7 – Contingent liability

The indemnity provided under section 2 will apply in respect of liability incurred by the **insured** arising out of the use of any motor vehicle for death of or bodily injury to any person and **damage to property** when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with the **business**.

Provided always that:

- a) such motor vehicle is not the **insured's** property or held by the **insured** under a hire purchase agreement or hired by or leased to the **insured**
- b) the **insured** has taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use
- c) if any claim covered by this section is covered by any other insurance then notwithstanding general condition 10 the **insurer** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside the **territorial limits**.

## Section 8 – Disabled motor vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property** the **insurer** will indemnify the Insured Person when liability is caused by or arises out of any disabled motor vehicle while attached to the Vehicle. This section will also apply to any disabled motor vehicle detached from the Vehicle and not attached to any other vehicle and being used by the **insured** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Limits.

This section does not cover:

- a) **damage** to a disabled motor vehicle
- b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law
- c) **damage to property** being carried in or on a disabled motor vehicle.

## Section 9 – Damage to Vehicle – by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories caused by fire or theft or attempted theft. Other than in respect of provision 1 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.



## Section 10 – Damage to Vehicle – other than by fire or theft

The **insurer** will indemnify the **insured** in respect of **damage** to the Vehicle and Accessories other than as described in section 9. Other than in respect of provision 1 this indemnity will not exceed the market value of the Vehicle and Accessories immediately before such **damage**.

### Exclusions to Sections 9 and 10

Sections 9 and 10 do not cover:

1. wear and tear
2. mechanical, electrical, electronic or computer breakage, failure or breakdown
3. depreciation
4. loss of use
5. for section 10 – **damage** to tyres by application of brakes or by punctures cuts or bursts
6. **damage** to the Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
7. **damage** caused by deception
8. any diminution in the value of the Vehicle.

### Provisions to sections 9 and 10

#### 1. New for old

If any Car or goods carrying Commercial Vehicle not exceeding 7.5 tonnes gross vehicle weight is within one year of first registration:

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes; or
- b) lost by theft and not recovered

the **insurer** will replace it with a new Vehicle of the same manufacturer and of the same or like type provided always that:

- i) the **insured** requests it; and
- ii) any other interested party known to the **insurer** consents; and
- iii) such a replacement is available.

#### 2. Theft or loss of keys

If the keys or any other removable ignition device or lock transmitter for the Vehicle are stolen or accidentally lost the **insurer** will at the **insured's** request pay to replace:

- a) the door locks and/or boot lock
- b) the ignition and/or steering lock
- c) the lock transmitter and/or central locking interface.

Provided that:

- i) such loss is reported to the police
- ii) any other interested party known to the **insurer** consents
- iii) this indemnity will not exceed the market value of the Vehicle immediately before **damage**; and
- iv) the **insurer** will not be liable for the cost of replacing any alarms or other security devices fitted to the Vehicle.

Any such payment will not be subject to any **excess** which would otherwise be payable.

#### 3. Child Seat replacement

Where a Car is fitted with a Child Seat, whether or not owned by or provided by the **insured**, in the event of an incident for which indemnity is provided by this section the **insurer** will replace the Child Seat with a new Child Seat of the same or like type, make, model and specification provided that such a replacement is available.

Any such payment will not be subject to any **excess** which would otherwise be payable.

#### 4. Hotel, restaurant or similar organisation

The **insurer** will indemnify the **insured** when the Vehicle is in the custody or control of any hotel, restaurant or similar organisation solely for the purposes of parking and that for the purposes of this clause any driving restriction specified within this policy will not apply.

#### 5. Incorrect fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of the Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine.

Any such payment will not be subject to any **excess** which would otherwise be payable.

#### 6. Emergency hotel and travel expenses

The **insurer** will pay the cost or provide indemnity in respect of:

- a) hotel expenses up to £250 for the Driver and each Passenger up to a maximum amount of £750 in connection with any one claim
- b) travel expenses up to a maximum amount payable in connection with any one claim of £250.

Cover will only apply:

- i) if the Vehicle is immobilised as a result of **damage** or loss
- ii) if the Vehicle is lost as a result of theft covered under section 10
- iii) where the **damage** or loss necessitates an unplanned overnight stop.

#### 7. Battery coverage (leased or hired)

If **damage** to an Electric Vehicle gives rise to a valid claim under sections 9 and 10 any payment may, at the **insurer's** discretion, be made to the owner of the Electric Vehicle's battery, or batteries, if the battery is leased or hired.

#### 8. Battery cover

The **insurer** will indemnify the **insured** in the event of **damage** to an Electric Vehicle's battery, regardless of whether any **damage** has occurred to the Electric Vehicle itself. This includes **damage** to the battery as a result of a power surge whilst charging but excludes **damage** caused by construction or material defects on the part of the manufacturer.

### Section 11 – Personal accident

The **insurer** will as a result of an **employee** or spouse of an **employee** sustaining:

- a) death
  - b) total and irrecoverable loss of sight in one or both eyes
  - c) the total and irrecoverable loss of use of one or more limbs
- pay £10,000.

Provided always that:

- i) such death or bodily injury is caused by accidental means as a direct result of the use of the Vehicle
- ii) the payment will only apply in respect of one occurrence and the **insurer's** total liability will not in aggregate exceed £10,000 in respect of any one person during any one period of insurance.

#### Exclusions to section 11:

This section does not cover:

- 1. suicide or attempt thereat
- 2. any person aged 75 years or over.

### Section 12 – Repairs and spare parts

Following a claim under sections 9 or 10 the **insurer** will:

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace the Vehicle or its Accessories or make a cash settlement not exceeding the market value of the Vehicle or its Accessories at the time of **damage**

- c) not be liable for a greater sum than the maker's last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the Vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

Repairs may be commenced if a completed claim form and detailed estimate are sent to the **insurer** on the day instructions to repair are given. Where instructions to repair the Vehicle are given by the **insured** any damaged part which has been replaced should be retained for a period of 10 days following completion of the repairs.

### Section 13 – Personal effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects other than **money** while in or on the Vehicle resulting from fire, theft, attempted theft or accidental means.

Provided always that:

- a) the amount payable in respect of any one occurrence will not exceed the sum stated in the schedule as the limit
- b) the **insurer** may at its option repair, replace or pay in cash the current market value of any such personal effects
- c) receipt by the person indemnified will constitute a discharge in respect of any claim under this section.

### Section 14 – Medical expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in the Vehicle caused by accidental means in connection with the use of the Vehicle.

The **insurer's** total liability under this provision is:

- a) the amount stated in the schedule in respect of each person for any one accident in Great Britain or Northern Ireland
- b) £5,000 in respect of any accident in the European Union provided that:
  - i) all occupants of the Vehicle are residents of the United Kingdom
  - ii) the **insurer** will not be liable for the cost of medical expenses covered by a separate insurance policy with the **insurer**.

### Section 15 – Service and repair

The **insurer** will indemnify the **insured** when the Vehicle is in the care, custody or control of a member of the motor trade for service or repair.

### Section 16 – Trailers

The indemnity provided under section 2 and sections 9 and 10 if operative will apply in respect of any Trailer the property of or in the care, custody or control of the **insured**.

Provided always that the **insurer** will not be liable:

- a) for **property** being carried in or on a Trailer
- b) by virtue of this section to indemnify the **insured** in connection with the Vehicle or Trailer while the Vehicle is drawing a greater number of Trailers in all than is permitted by law.

### Section 17 – Unauthorised use

The **insurer** will indemnify the **insured** in the terms of section 2 and sections 9 and 10 if operative when the Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this section to indemnify any person driving or using the Vehicle.

### Section 18 – Foreign use

The **insurer** will indemnify the **insured** in respect of:

- a) general average, salvage, sue and labour charges arising from transportation by sea provided that in respect of the Vehicle section 10 is operative
- b) the enforced payment of customs duty following **damage** to the Vehicle giving rise to a valid claim under sections 9 or 10.

### Section 19 – Motor Insurance Database

The **insured** will supply details of any Vehicle whose use is insured by this part as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Vehicle Salvage & Theft Data (formerly known as MIAFTR).

## Section 20 – Hiring agreements

If to the knowledge of the **insurer** the Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under sections 9 and 10 will be to the owner whose receipt will constitute a discharge of the **insurer's** liability.

## Section 21 – Special exclusions

This part does not cover:

### 1. Contractual liability or liquidated damages

any liability assumed by the **insured** by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause

### 2. Earthquake or riot

any accident, death, bodily injury or **damage to property** except under section 2 arising during or in consequence of:

- a) earthquake occurring outside the **territorial limits** or any member of the European Union
- b) riot or civil commotion occurring:
  - i) in Northern Ireland
  - ii) outside Great Britain, the Isle of Man, the Channel Islands or any member of the European Union

### 3. Lessor negligence

the owner of a Vehicle leased to the **insured** where liability is caused by the negligence of such owner or the servant or agent of such owner

### 4. Unauthorised use

any claim while the Vehicle is with the **insured's** knowledge or consent being:

- a) used for any purpose not permitted under the Certificate
- b) driven by any person not authorised under the Certificate.

This exclusion will not apply to claims under section 15

### 5. Unlicensed drivers

any claim while the Vehicle is being driven:

- a) by the **insured** unless the **insured** holds a Licence or has held and is not disqualified from holding or obtaining such a Licence
- b) with the **insured's** general consent by any person who the **insured** knows does not hold a Licence unless such person has held and is not disqualified from holding or obtaining such a Licence.

This exclusion will not apply when section 22 clause 5 operates.

## Section 22 – Special conditions

### 1. Discharge of liability

The **insurer** may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the **insurer's** written consent prior to the date of such payment.

### 2. Insurer rights

The **insurer** will be entitled to possession and ownership of the Vehicle or its remains if any payment is made for actual or constructive total loss of the Vehicle.

### 3. Vehicle maintenance

The **insured** will:

- a) take all reasonable steps to maintain and use the Vehicle in an efficient and roadworthy condition
- b) take all reasonable steps to safeguard the Vehicle from **damage**.

#### 4. Unlicensed Drivers

The requirement of the Certificate that the Driver must hold a Licence or have held and not been disqualified from holding or obtaining such a Licence will not apply in circumstances where a Licence to drive is not required by law.

Provided always that:

- a) the terms of the Certificate will otherwise apply
- b) in respect of the Vehicle other than any agricultural tractor or self-propelled agricultural or forestry machine the person driving is of an age to hold a Licence to drive the Vehicle on a Road.

#### 5. Law applicable

This part is governed, in relation to each Vehicle insured under this part, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that Vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where that Vehicle is registered. The **insured** agrees to submit to the exclusive jurisdiction of the courts in that place.

### Section 23 – Cover

Cover applies within the Geographical Limits in respect of death of or bodily injury to any person or **damage to property** caused or arising in the period of insurance stated in the schedule. The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words and expressions used.

#### A. Comprehensive

Sections 1 to 24 apply.

#### B. Comprehensive excluding windscreens

Sections 1 to 24 apply apart from section 10 which is cancelled solely in respect of claims for the breakage of glass windscreens, windows or sunroofs.

#### C. Third party, fire and theft

Sections 1 to 9 and 11 to 24 apply.

#### D. Third party and fire

Sections 1 to 9 and 11 to 24 apply. Section 9 is cancelled other than in respect of **damage** caused by fire.

#### E. Third party and theft

Section 1 to 9 and 11 to 24 apply. Section 9 is cancelled other than in respect of **damage** caused by theft or attempted theft.

#### F. Third party

Sections 1 to 8 and 15 to 24 apply.

### Section 24 – Excess

Applicable only where stated in the schedule.

Any **excess** stated in the schedule will apply to each of the Vehicles in accordance with the following:

#### K. Accidental damage

Section 10 damage other than damage to Windscreen.

#### L. Fire

Section 9 **damage** caused by fire.

#### M. Theft

Section 9 **damage** caused by theft or attempted theft.

#### N. Windscreens

Section 10 breakage of Windscreen requiring replacement.

#### P. Third party

Section 2.

#### Q. Theft total loss

Section 9 **damage** caused by theft or attempted theft where such **damage** renders the Vehicle a total loss constructive or otherwise.

Any **excess** stated in the schedule will be in addition to any other **excess** which may apply.

## Section 25 – Additional covers

Applicable only where specified in the schedule(s).

### T. Continuing hire charges

In the event of the **insured** being liable to pay continuing hire charges incurred under a contract with the owner of a vehicle on temporary hire to the **insured** as a direct result of loss or **damage** caused to such vehicle and which is the subject of indemnity under section 9 or 10 the **insurer** will pay such charges for a period not exceeding 120 days from the date of the occurrence provided that:

- a) the **insurer** will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the Limit.

Sections 9 and 10 Exception c) will not apply to this cover.

### U. Occasional Business use

At the request of the **insured** this part will apply in respect of any Car not the property of hired lent or provided by the **insured** whilst being used in connection with the **business**.

General Condition 10 will not apply to this cover.

### V. Loss of no claim discount/excess

#### Special definitions for this additional cover

##### Excess

The first part of each and every claim under a current Car policy which is not compulsorily imposed following an insurer's underwriting consideration of a proposal form or renewal of such policy.

##### No claim discount

A discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a Car policy.

##### Person insured

Anyone authorised by the **insured** to use a Car in connection with the **business**.

##### Cover

The **insurer** will indemnify the Insured Person in respect of:

- a) loss of or reduction in No Claim Discount
- b) payment of an Excess

incurred as a result of an accident occurring within the **territorial limits** involving a Car which at the time of the accident was being used by the Person Insured in connection with the **business**.

##### Exceptions

The **insurer** will not be liable for:

- a) any claim which is a direct result of the use of a Car by the Insured Person between their domestic residence and their normal place of work
- b) any temporary payment of an Excess or loss of No Claim Discount
- c) any amount in excess of:
  - i) £500 in respect of loss of or reduction in No Claims Discount
  - ii) £100 in respect of payment of an Excessfor any Insured Person in any period of insurance

### Special conditions

1. In the event of loss of No Claim Discount the **insurer** will pay the loss of or reduction in the ensuring years No Claim Discount between that earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident.
3. On request the Insured Person will provide from their Car insurer evidence stating:
  - a) the amount of No Claim Discount permanently lost
  - b) the scale of No Claim Discount
  - c) the date of the accident and location
  - d) the amount and reason the Excess applied.

### W. Hiring charges

In the event of **damage** to Vehicle giving rise to a valid claim under sections 9 and 10 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement vehicle of a similar model and performance provided that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit
- b) no cover will apply in respect of the first 48 hours of any period of hire
- c) the **insurer** will not be liable as a result of **damage** occurring elsewhere than within the **territorial limits** or the Republic of Ireland
- d) the **insured** shall take all reasonable steps to mitigate loss and expedite repairs reinstatement or replacement of the Vehicle.

### X. Termination charges

The **insurer** will indemnify the **insured** in respect of termination charges and/or penalty charge and/or loss of advance rental incurred by the **insured** in respect of the early termination of any Car lease agreement entered into by the **insured** provided that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under sections 9 or 10
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the schedule as the limit
- c) the **insurer** will not be liable in respect of a charge incurred as a result of excess mileage.

# Part J – Motor legal expenses and uninsured loss recovery

The **insurer** for this Part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and provides the legal protection insurance under this section

This part of the policy will apply as specified in the schedule and should be read in conjunction with part I.

## Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

### Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an **Insured** Person has been ordered to pay them or pays them with the insurer's agreement.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a Representative the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** first became aware of it.)

### Insured Person

The **insured** and any passenger or driver who is in or on the Insured Vehicle with the **insured's** permission. Anyone claiming under this section must have the **insured's** agreement to claim.

### Insured Vehicle

Any Vehicle as defined in part I.

### Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person.

### Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

A Preferred Law Firm, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

### Representative

The Preferred Law Firm, law firm, or other suitably qualified person the **insurer** will appoint to act on the Insured Person's behalf.

### Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.



## Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

## REPORTING A CLAIM

Please do not ask for help from a lawyer, before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Phone the **insurer** on **0800 783 6066** as soon as possible after the accident to speak to one of the **insurer's** dedicated customer claims handlers. If the **insured** is calling from outside of the UK, please phone the **insurer** on **+44 29 2085 4069**

## Section 2 – Cover

### Insured Incidents

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- (a) **damage** to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

The **insurer** agrees to provide the insurance described in this policy section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- 1 Reasonable Prospects exist for the duration of the claim
- 2 the Date of Occurrence of the insured incident is during the Period of Insurance
- 3 any legal proceedings will be dealt with by a court, or other body which the **insurer** agrees to, within the Territorial Limit
- 4 the insured incident happens within the Territorial Limit.

### What the insurer will pay

The **insurer** will pay a Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that:

- (a) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (b) the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm. The amount the **insurer** will pay a law firm (where acting as a representative) is currently £100 per hour. The amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, the Insured Person must tell the **insurer** within the time limits allowed that they want to appeal. Before the **insurer** will pay the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award.

### What the insurer will not pay

In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.

## Section 3 – Special exclusions

This section of the policy does not cover:

- 1. A claim where the Insured Person has failed to notify the **insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or the **insurer** considers their position has been prejudiced.
- 2. Any Costs and Expenses incurred before the **insurer** accepts the claim.
- 3. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 4. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
- 5. Any legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative.

6. A dispute with the **insurer** not otherwise dealt with under special condition 7.
7. The Insured Vehicle being used by anyone, with the Insured Person's permission, who does not have valid motor insurance.
8. Any claim where an Insured Person is not represented by a law firm or barrister.

## Section 4 – Special conditions

1. An Insured Person must:
  - a) co-operate fully with the **insurer** and the Representative;
  - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
  - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
  - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm to act as the Representative.
  - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
  - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
  - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer's** expressed consent.
  - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
  - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.
4.
  - a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
  - b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6.
  - a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
  - b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.
9. An Insured Person must:
  - a) keep to the terms and conditions of this section of the policy
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything the **insurer** asks for in writing; and
  - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
11. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## HOW TO MAKE A COMPLAINT

The insurer will always aim to give the insured a high quality service. If the insured thinks the insurer has let the insured down, the insured can contact the insurer by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the insurer's online complaint form at **[www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Using this service does not affect your right to take legal action.

## DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – **[www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement)**. If you require a written copy of the **insurer's** privacy notice please email **[dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)**.

## HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

## HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when the insurer believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

## WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

## **WHAT ARE THE INSURED'S RIGHTS?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS Parc  
Greenway Court  
Bedwas  
Caerphilly  
CF83 8DW

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## **HOW TO MAKE A COMPLAINT**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk).

# Part K – Inspection contract

## Section 1 – Definitions

Certain words in this **contract** have special meanings. These meanings are given below and apply wherever the words appear in bold.

### Additional Services

All services that fall outside of the **inspection service**.

### Annexes

The annexes forming part of this **contract** which can be viewed and downloaded from the **contractor's** website at [www.zurich.co.uk/municipal](http://www.zurich.co.uk/municipal).

### CLAW

The Control of Lead at Work Regulations 2002 and regulation 4 of the Control of Substances Hazardous to Health (Amendment) Regulations 2004.

### Commencement Date

The start date of the period of this **contract** stated in the schedule as the effective date from which the **contractor** will provide the **inspection service**.

### Competent Person

The competent person as defined in the **regulations**.

### Confidential Information

All technical, business and similar information relating to the business affairs of the **contract holder** and the **contractor** that is confidential or secret in nature.

### Contract

This part including:

- a) the schedule
- b) the **inspection contract quotation**
- c) the location index.

### Contract Holder

The company, person or persons or other legal entity stated in the schedule.

### Contractor

Zurich Management Services Limited whose registered office is: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ Company Number 02741053.

### CoSSH

The Control of Substances Hazardous to Health Regulations 2002 (as amended).

### Defect

A defect in **plant** that could reasonably be expected to be detected by a **competent person** during an **inspection** and in respect of which it is the **contractor's** judgment that the **contract holder** should take action.

### EAW

The Electricity at Work Regulations 1989.

### Incident

An incident of damage, injury, loss or death caused or alleged to have been caused by a failure of **plant** following an **inspection** by the **contractor**.

### Inspect, Inspected

To perform an **inspection**.

### Inspection

A visual examination of **plant** by the **contractor** in accordance with:

- a) the **regulations** including a **thorough examination** where so required by the **regulations**
- b) the **scope**
- c) any **SAFed** guidance; and
- d) any written scheme of examination agreed between the **contractor** and the **contract holder** following a **risk assessment**.

### Inspection Contract Quotation

The written quotation for the **inspection service** which sets out the proposed **inspection fee**.

### Inspection Fee

The amount payable for the **inspection service** as stated in the schedule as varied from time to time in accordance with clause 2.6.

### Inspection Frequency

The maximum interval between **inspections** as recommended by **SAFed** or required under any **regulations** as may be varied by the **competent person** acting in accordance with the **regulations**.

### Inspection Interval

The period between **inspections** as requested by the **contract holder** which is no longer than the **inspection frequency** or in accordance with a **risk assessment**.

### Inspection Service

The **inspection** of **plant** at **inspection intervals** and the provision of a **report** in accordance with this **contract**.

### IRR

The Ionising Radiations Regulations 1999.

### LOLER

The Lifting Operations and Lifting Equipment Regulations 1998.

### Mid-Term Adjustment

A change in the **scope**, the list of **plant** or the **inspection interval**.

### Normal Working Hours

Between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

### Plant

The machinery and equipment as stated in the item specification and kept at the **site**.

### PSSR

The Pressure Systems Safety Regulations 2000.

### PUWER

The Provision and Use of Work Equipment Regulations 1998.

### Recommendations

Any recommendations made or issues highlighted by the **contractor** in a **report** including advice on future maintenance of **plant** and recommended follow up tests and **inspections**.

### Regulations

All statutes, statutory instruments, orders, laws, **regulations**, guidance and codes of practice issued by a **regulatory body** or industry body which are relevant to **plant** or to which the **contract holder** or the **contractor** are subject in respect of **plant** or the **inspection service**.

### Regulatory Body

Any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with **plant** or its **inspection** including:

- a) the Health and Safety Executive
- b) United Kingdom Accreditation Service

- c) the police
- d) local authority Environmental Health Departments.

### Report

A report in the **contractor's** standard format that provides details of **plant inspected** and the **inspection** that was undertaken including any **recommendations** and details of tests undertaken. The report is not a Health and Safety certificate.

### Risk Assessment

A risk assessment that either:

- a) the **contract holder** has provided and that the **contractor** is able to adopt in accordance with the **regulations**
- b) the **contractor** has provided to the **contract holder** (which would be an **additional service**).

### SAFed

The Safety Assessment Federation or any successor body.

### Scope

The scope of the **inspection** as limited and explained in this **contract**.

### Site

The locations where **plant** is located as set out in the item specification.

### Thorough Examination

A systematic and detailed visual examination of **plant** by a **competent person** which is intended to detect any **defects** which are or may become dangerous and which are apparent at the date of examination.

### Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

### Zurich Group

Zurich Insurance Group, a company incorporated in Switzerland (No. CH020.3.023.083-6) Mythenquai 2, Zürich, Switzerland 8002, and its subsidiaries.

## Section 2 – Terms and Conditions

### 2.1 Confidentiality

- a) Neither the **contract holder** nor **contractor** will disclose or communicate to any third party any **confidential information** obtained from the other party as a result of this **contract**. The **contractor** is entitled to share **confidential information** within the **Zurich Group**.
- b) Nothing in this clause will impose an obligation of confidentiality on information:
  - i) already in the public domain
  - ii) that was rightfully in the possession of such party prior to the **commencement date**
  - iii) that is required to be disclosed pursuant to any **regulations** or required by a **regulatory body**.
- c) The obligations under this clause will come into effect on the **commencement date** and will survive termination.

### 2.2 Continuity clause

In consideration of a discount being incorporated in the **inspection fee** the **contract holder** undertakes to offer annually the **inspection service** under this **contract** on the terms and conditions in force at the expiry of each period of **contract** and to pay the **inspection fee** in advance it being understood that:

- a) the **contractor** will be under no obligation to accept an offer made in accordance with this condition
- b) the **inspection fee** will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month average Index during the period of 12 months which expires 3 months prior to the month of renewal.

Payment of the **inspection fee** or renewal **inspection fee** will be deemed acceptance by the **contract holder** of this condition.

### 2.3 Contract duration and renewal

This **contract** will start on the **commencement date** and continue until the end of the period of **contract** unless the **contract holder** or **contractor** terminate it in accordance with clause 2.11.



## 2.4 Contract Holder's Responsibilities

- a) Notwithstanding the **contractor's** obligations to the **contract holder** under this **contract** it remains the **contract holder's** legal duty to ensure that **plant** is **inspected** as required by the **regulations** and to make any necessary notifications or reports confirming that **inspection** has taken place.
- b) In particular the **contract holder** is responsible for ensuring that **plant** is **inspected** within the **inspection frequency** or in accordance with a **risk assessment** which meets the **regulations**. The **contractor** recommends that the **contract holder** establish a system to monitor the frequency of **inspections** in order to ensure compliance with the **regulations**.
- c) The **contract holder** will notify the **contractor** in advance of the dates before which **inspection** is required giving sufficient notice for the parties to arrange a mutually convenient appointment.
- d) The **contract holder** will liaise with the **contractor** to ensure the planning and carrying out of the **inspection service** as effectively as possible. The **contract holder** will use reasonable endeavours to assist the **contractor** to complete the **inspection** and will not act or fail to act in such a way that might prevent the **contractor** from providing the **inspection service** in line with this **contract**.
- e) At or prior to the **inspection** the **contract holder** will provide the **contractor** with relevant information of:
  - i) any changes to the quantity of **plant**
  - ii) any **plant** that is being operated outside the scope of usual operating conditions
  - iii) any modification to **plant** that has been made since the last **inspection**
  - iv) any **recommendations** whether made by the **contractor** or any third party
  - v) the service history of **plant**
  - vi) any information and documents that the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- f) The **contract holder** will have **plant** properly cleaned and prepared for **inspection**.
- g) The **contract holder** will provide the **contractor** with safe access to the **site** and a safe working environment on the **site**. The **contract holder** will make available any of their staff, premises, facilities, ancillary testing equipment and access equipment as the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- h) The **contract holder** retains sole responsibility for the operation of **plant**. Where the operation of **plant** or any ancillary equipment is required for an **inspection** the **contract holder** will make available a skilled and qualified operator of the relevant **plant** and any ancillary equipment.
- i) After the **contractor** has completed the **inspection** the **contract holder** is responsible for the reassembly of **plant** except that if the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- j) Should an **incident** occur the **contract holder** will notify the **contractor** immediately of such **incident** and the involvement of any **regulatory body**. The **contract holder** will provide the **contractor** with all information, documents and assistance as the **contractor** may reasonably request to enable the **contractor** to investigate and understand the **incident**, its causes and effects including access to the **site**, **plant**, the **contract holder's** staff and facilities with reasonable notice.
- k) The **contract holder** will act on the information provided in Report of Visit or Customer Advice notifications and will remove **plant** from service where the **contractor** has notified the **contract holder** that an **inspection** that was due could not be started or completed.

## 2.5 Contractor's responsibilities

- a) The **contractor** will **inspect plant** at the **site** in line with the **scope** and within **normal working hours**. The **contractor** will use reasonable endeavours to carry out **inspections** at intervals no longer than the **inspection frequency** or more frequently if set out in the **scope**. The **contractor** will only carry out **inspections** less frequently than the **inspection frequency** where it is in accordance with a **risk assessment**.
- b) The **contractor** will act as a **competent person** for the **inspection** and will use reasonable endeavours to ensure that the person performing the **inspection** possesses all necessary skills, experience and qualifications to the extent required by the **regulations** for the **inspection** of the relevant **plant**.

- c) The **contractor** will only **inspect plant** that the **contract holder** makes available to the **contractor** and which is in a suitable condition for the **inspection** to take place. If **plant** or any part of **plant** cannot be located or is not made available by the **contract holder** for **inspection** the **report** will state which **plant** or which part of **plant** the **contractor** did not **inspect** and give the reason for this and the **contractor** will not be liable for any failure to **inspect** that **plant**. The **contractor** will notify the **contract holder** in writing within 14 days of any abortive attempts to arrange or attend an **inspection**.
  - d) The **inspection service** does not cover the preparation, operation, repair or maintenance of **plant**. If the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
  - e) While the **contractor** is on site the **contractor** will comply with the **contract holder's** safe systems of work as notified by the **contract holder** provided they do not conflict with **annex 4**. The **contractor** reserves the right not to carry out an **inspection** if in the **contractor's** reasonable opinion to do so would pose an unacceptable risk to the health, safety or welfare of the **contractor**, the **contract holder** or any other person and the **contractor** will notify the **contract holder** of this.
  - f) The **contractor** will provide the **contract holder** with a **report** setting out:
    - i) **plant** which has been **inspected**
    - ii) the **scope** of the **inspection**
    - iii) the **regulations** which have been applied
    - iv) whether any supplementary testing or **additional services** have been carried out
    - v) the findings of the **inspection** noting any **defects**. The **contractor** will report **defects** to the **regulatory body** where required to do so by the **regulations**.
  - g) The **contractor** will categorise **defects** as A-immediate, A-timed or B-**defects** in line with **annex 3**. In summary:
    - i) A-**defects** pose a risk of injury as specified in the **regulations**.
    - ii) A-immediate **defects** are where the risk of injury is immediate or imminent and should be addressed by the **contract holder** before the **plant** is used.
    - iii) A-timed **defects** are where the risk of injury is posed in the future and should be addressed by the **contract holder** before the date specified in the **contractor's report**.
    - iv) B-**defects** may pose a risk of injury but a risk other than as specified in or intended to be addressed by the **regulations**.
  - h) The **report** may bring to the **contract holder's** attention other noticeable and obvious **defects** that fall outside the **scope** although the **contractor** is not obliged to do so. The **contractor** will not assess the impact of such other **defects** and it will remain the **contract holder's** sole responsibility to assess them and decide what action to take.
  - i) Where the **contractor** has been unable to start or to complete an **inspection** that was due for whatever reason the **contractor** will issue a Report of Visit or Customer Advice notification explaining why the **inspection** could not be completed. The Report of Visit or Customer Advice will be given a reporting status as per **annex 3**.
  - j) The **contractor** will issue the **report** to the **contract holder** within 14 days following completion of the **inspection**. Where any **plant** is judged to give rise to 'A' **defects** the **contractor** will also issue a handwritten report prior to leaving the **site** identifying the relevant **plant** and the danger.
- The **report** is issued electronically by default as well as in paper hard copy format where preferred or necessary.
- The **contract holder** agrees that the **report**:
- i) confirms the condition and operability of **plant** at the date of **inspection** only; and
  - ii) is not a health and safety certificate nor evidence of full legal compliance of **plant**.

## 2.6 Contract price and payment

- a) The **contractor** is entitled to invoice the **contract holder** for the **inspection fee** on the **commencement date**.
- b) The **inspection fee** is set out in the schedule. The **contract holder** must notify the **contractor** immediately if the list of **plant** is incorrect.
- c) The **contractor** is entitled to adjust the **inspection fee** where:
  - i) any information the **contract holder** provides to the **contractor** or the list of **plant** is not accurate
  - ii) the **contract holder** advises the **contractor** of any alterations, modifications or other information regarding **plant**
  - iii) the **contract holder** and **contractor** agree in writing to any **mid term adjustments**.

- d) The **contractor** is entitled to increase the **inspection fee** where:
  - i) **inspections** are undertaken outside **normal working hours** at the **contract holder's** request
  - ii) the **contract holder** requires that the **contract holder's** representatives undertake training specific to the **contract holder's** own health, safety and welfare procedures
  - iii) the **contractor** is unable to carry out an **inspection** at an agreed time through no fault of the **contractor**
  - iv) the **contract holder** requests that the **contractor** re-inspect any **plant** through no fault of the **contractor**
  - v) the **contract holder** requests paper or duplicate copies of any **report**.
- e) Where the **contractor** notifies the **contract holder** of an increase to the **inspection fee** during the period of **contract** the **contractor** is entitled to invoice the **contract holder** for the additional amount. Otherwise any change to the **inspection fee** will be set off against the **inspection fee** for the following period of **contract**.
- f) Unless the **contractor** agrees otherwise in writing the **contract holder** must pay all the **contractor's** invoices within 30 days of the date of invoice.
- g) Unless otherwise agreed in writing the **inspection fee** is in sterling and exclusive of VAT or any other similar tax or duty levied by any government or other authority.

## 2.7 General

- a) The **contractor** is entitled to apply any monies due to the **contract holder** under this **contract** in or towards any sum the **contract holder** owes the **contractor** in relation to any matter whatsoever and at any time.
- b) All notices to be given under this **contract** will be in writing and must be delivered by first class post or by email and will be deemed to have been delivered 48 hours after posting in the case of first class pre-paid letter and at the time stated in the delivery receipt in the case of email unless an undelivered message is received.
- c) Failure by either party to enforce any of the rights under this **contract** will not be taken as or deemed to be a waiver of such rights.
- d) If any term or provision of this **contract** is held illegal or unenforceable the remainder will remain in full force and effect.
- e) The **contract holder** may not assign, transfer or otherwise dispose of the **contract holder's** rights or obligations under this **contract** without the **contractor's** prior written consent. The **contractor** may assign this **contract** to another company in **Zurich Group**.
- f) No variation or modification of this **contract** will be valid unless in writing and signed by the **contract holder** and **contractor**.
- g) Nothing in this **contract** is intended to or will operate to create a partnership or joint venture of any kind between the **contract holder** and **contractor** or to authorise the **contract holder** or **contractor** to act as agent for the other or bind the other in any way.
- h) No third party is entitled to benefit from this **contract** whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise.
- i) This **contract** represents the entire agreement between the **contract holder** and **contractor** and supersedes all prior agreements and representations made orally or in writing. In entering into this **contract** neither the **contract holder** nor the **contractor** have relied on nor will have any remedy in respect of any statement or other representation made orally or in writing made by the other.
- j) This **contract** will be governed by and construed in accordance with the laws of England and any dispute under or relating to this **contract** will be subject to the exclusive jurisdiction of the English courts.

## 2.8 Responsibility for issues

- a) Except for the types of loss or damage set out in paragraphs c) and d) and subject to the limit of liability in paragraph e) if the **contractor** or the **contractor's** employees, agents or subcontractors are negligent in providing the **inspection service** or breach the **contractor's** obligations in this **contract** then the **contractor** will indemnify the **contract holder** against loss or damage which the **contract holder** suffers as a direct result of:
  - i) property damage
  - ii) injury to or death of any person
  - iii) claims brought against the **contract holder** by a third party.

- b) Except for the types of loss or damage set out in paragraph d) and subject to the limit of liability in paragraph e) if the **contract holder** or the **contract holder's** employees, agents or subcontractors are negligent or in breach of **contract** whether or not arising out of an **incident** then the **contract holder** will indemnify the **contractor** against loss or damage which the **contractor** suffers as a direct result of:
  - i) property damage
  - ii) injury to or death of any person
  - iii) claims brought against the **contractor** by a third party.
- c) The **contractor** is not liable for:
  - i) damage to any **plant** as a result of its failure to withstand a test applied as part of an **inspection**
  - ii) problems which arise or are made worse by the **contract holder** after an **inspection** including any loss or damage which is caused or contributed to by the **contract holder's** failure to follow or apply the **contractor's recommendations**
  - iii) loss or damage caused or contributed to by any modification to **plant** or use of **plant** outside of normal operating conditions where such modification or use has not been notified to the **contractor** by the **contract holder** before the last **inspection** prior to the date the loss or damage first arose; and
  - iv) any failure of **plant** unless the **contractor** as a result of the **contractor's** negligence or breach of this **contract** failed to notify the **contract holder** of a **defect** in the **report** which directly caused the failure of **plant**.
- d) Notwithstanding anything else contained in this **contract** neither the **contract holder** nor the **contractor** will be liable for loss of profits or contracts, loss of goodwill or any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.
- e) The **contract holder's** and **contractor's** contract liability will not exceed £10,000,000 in aggregate. For the purposes of this clause "contract liability" means liability howsoever arising under or in relation to this **contract** or the **inspection service** that is not unlimited under paragraph f) or excluded under paragraphs c) or d).
- f) Nothing in this **contract** excludes liability for injury to or death of any person caused by negligence or any other liability which cannot be limited or excluded by law (for which no limit applies).

## 2.9 Sanctions

Notwithstanding any other terms of this **contract** the **contractor** will not provide any service or benefit to the **contract holder** or any other party to the extent that such service, benefit and/or any business or activity of the **contract holder** would violate any applicable trade or economic sanctions law or regulation.

## 2.10 Subcontracting

The **contractor** may subcontract in whole or in part any of their obligations under this **contract**. The **contractor** will retain responsibility for the execution of any subcontracted work in accordance with this **contract**.

## 2.11 Termination

- a) The **contractor** may terminate this **contract** on 30 days written notice. If the **contract holder** has paid the **inspection fee** in full the **contractor** will refund the proportion of the **inspection fee** that covers any **inspections** that are outstanding.
- b) Either the **contractor** or the **contract holder** may terminate this **contract** by giving written notice to the other if the other:
  - i) commits any breach of **contract** and fails to remedy the breach within 30 days after being required to do so in writing
  - ii) goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

Any refund is subject to clause 2.7 a)

# Part L – Plant protection

## Section 1 – Special definitions

### Boiler and Pressure Plant

Those parts of the permanent structure including fittings and direct attachments of Plant subject to steam or other fluid pressure excluding except where specifically stated in the schedule:

- a) superheaters or economisers
- b) interconnecting piping or anything attached to such piping
- c) ancillary electrical and mechanical plant
- d) foundations, masonry, brickwork and chimneys.

### Breakdown

- a) The breaking, distortion or burning out of any part of an item of Plant while in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine
- b) the fracturing of any part of Plant by frost when such fracture renders such Plant inoperative
- c) the complete severance of a rope forming part of Plant designed for lifting but not breakage or abrasion of individual wires or strands even if this necessitates replacement of such rope.

### Collapse

The sudden and dangerous distortion whether or not attended by rupture of any item of Boiler and Pressure Plant caused by crushing stresses by force of steam or other fluid pressure other than pressure of ignited flue gases.

### Damage

Sudden and unforeseen **damage**.

### Electrical and Mechanical Plant

All integral parts of Plant including the individual switchgear for a motor and the wiring between the motor and its switchgear or between a generator and switchboard excluding foundations, masonry or brickwork.

### Explosion

The sudden and violent rending of any item of Boiler and Pressure Plant by force of internal steam or other fluid pressure other than pressure of chemical action or of ignition of the contents or of ignited flue gases causing bodily displacement of any part of such Plant together with forcible ejection of the contents.

### Fragmentation

**Damage** to Own Surrounding Property arising from fragmentation of any part of the Plant described in the plant specification.

### Lifting and Handling Plant

- a) In respect of Plant comprising lifts, platform hoists and lifting tables all integral parts up to and including main circuit breakers or control valves excluding any supporting structure or foundations, masonry or brickwork
- b) in respect of cranes and other lifting Plant:
  - i) all parts commencing in the case of a fixed unit at the point or points of anchorage and in the case of a travelling unit at and including the track wheels and terminating in the case of any unit at the hook, shackle or other connection to the burden rope or chain by which the load or appliance is attached; and
  - ii) all electrical equipment by which such Plant is driven commencing at the intake switch or plug or other connection on such Plant

excluding except where specifically stated in the schedule fixing bolts or appliances or the track upon which such Plant works.

### Own Surrounding Property

**Property** belonging to the **insured** or in the **insured's** custody or control other than:

- a) any part of Plant causing the Damage or any machinery or apparatus directly driving or driven by such Plant
- b) **property** being lifted, conveyed, handled, heated, cooled, processed by or contained in Plant.

## Plant

The machinery and equipment stated in the schedule the subject of a concurrent engineering inspection contract with Zurich Management Services Limited and kept at the Site.

## Site

The locations stated in the schedule.

## Storage Tank

Any permanently installed enclosed receptacle used for storage of fuel oil including supply and delivery piping excluding:

- a) flexible piping
- b) pipes buried in the ground or in concrete, masonry or brickwork
- c) any supporting structure or foundation.

## Section 2 – Cover

In the event of Damage occurring during the period of insurance the **insurer** will pay the **insured** the value of the **property** insured at the time of its Damage or the cost of repair of the Damage or at the **insurer's** option indemnify the **insured** by reinstatement, replacement or repair provided always that the **insurer's** liability will not exceed the amount stated in the schedule as the limit of indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one original cause.

The cover provided is determined by cover code as defined below and stated in the schedule against the item or type of Plant to which it applies.

### Cover Code B – breakdown

Damage to any item of Plant caused by its own Breakdown.

### Cover Code EC – explosion and collapse

Damage to any item of Boiler and Pressure Plant caused by its own Explosion or Collapse.

### Cover Code F – fragmentation

As defined in section 1.

### Cover Code G – lifted goods

Damage to **property** belonging to the **insured** or in the **insured's** custody or control occurring while such **property** is being handled or lifted by an item of Plant and arising out of its use provided always that any appliance for attaching the load to such Plant complies with any statutory obligations concerning its examination and certification.

### Cover Code L – storage tank contents

- a) Loss of contents of any Storage Tank
- b) the cost of removing any escaped liquid following such loss

as a result of Damage to a Storage Tank for which liability has been admitted by the **insurer** excluding loss caused by evaporation, seepage or normal trade loss.

### Cover Code R – reinstatement

In the event of Damage to Plant for which a claim is admitted by the **insurer** the basis upon which the amount payable is to be calculated will be **reinstatement** subject to the supplementary conditions stated in clause 2.9.

### Cover Code S – sudden and unforeseen damage

Damage to Plant which necessitates immediate repair or replacement to enable normal working to continue including Damage caused by Breakdown, Explosion and Collapse.

### Cover Code W – ingress of water

Damage to Plant caused by accidental ingress of water.

## 2.1 Capital additions

This part includes additional Plant which is installed and ready for use at the Site and falling within the description of Plant types already insured under this part.

Provided always that:

- a) the **insured** will supply to the **insurer** details of additional Plant as soon as reasonably practicable but not later than 12 months after the cover has applied and pay the additional premium required on the basis agreed between the **insured** and the **insurer** from the date of installation



- b) such Plant is free from material defects known to the **insured** and complies with any statutory obligation concerning its examination and certification
- c) the **insurer** is entitled to withdraw cover if such Plant is found to be unsatisfactory for insurance following inspection by the **insurer**.

## 2.2 Debris removal

This part includes costs and expenses necessarily incurred with the **insurer's** consent following indemnifiable Damage for an amount not exceeding £25,000 or 20% of the indemnifiable Damage whichever is the lesser in:

- a) removing debris including compliance with the Waste Electrical and Electronic Equipment Directive (WEEE)
- b) dismantling and/or demolishing
- c) shoring up, propping or boarding up

of **property** following insured Damage.

The **insurer** will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such **property** suffering Damage and the area immediately adjacent to such site
- ii) arising from pollution or contamination of **property** not insured by this part.

## 2.3 Emergency services

This part includes emergency service charges for which the **insured** may be liable not exceeding £15,000 in respect of each and every claim for Damage for which liability is accepted by the **insurer**.

## 2.4 European Union and public authority requirements (including undamaged property)

Subject to the following supplementary conditions this part includes the additional cost of reinstatement incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Union legislation
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority hereinafter referred to as the 'Stipulations' in respect of Damage to the **property** insured and undamaged portions thereof.

The **insurer** will not pay for:

- i) the cost incurred in complying with the Stipulations:
  - 1) in respect of loss or damage not insured under this part
  - 2) under which notice has been served upon the **insured** prior to the happening of Damage
  - 3) for which there is an existing requirement which has to be implemented within a given period
- ii) the additional cost that would have been required to make good the **property** suffering Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner by reason of compliance with the Stipulations.

## Supplementary conditions

1. The work of reinstatement must be commenced and carried out without delay and in any case must be completed within 12 months of the Damage or within such further time as the **insurer** may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the **insurer's** liability not being increased.
2. If the **insurer's** liability under this part apart from this clause is reduced by the application of any of the terms and conditions of this part then the **insurer's** liability under this clause will be reduced in like proportion.

## 2.5 Expediting expenses

This part includes reasonable costs and expenses necessarily incurred with the **insurer's** consent in effecting temporary repair and of expediting permanent repair including overtime working and the use of rapid transport in consequence of Damage to **property** insured provided always that the cost does not exceed 50% of the amount payable by the **insurer** in respect of the Damage to **property** insured or £50,000 whichever is the lesser.

## 2.6 Loss minimisation and prevention expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating Damage to insured **property** in the event of imminent Damage
- b) preventing or mitigating further Damage to insured **property** after or in consequence of actual Damage.

Provided always that:

- i) the impending Damage was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the Damage
- iii) the **insurer's** limit of indemnity does not exceed £25,000 in the aggregate in any one period of insurance.

## 2.7 Own surrounding property

This part includes Damage to Own Surrounding Property directly resulting from insured Damage to Plant or in the case of Lifting and Handling Plant caused by impact through the normal operation of Plant even though such Plant does not itself suffer Damage excluding Damage to Own Surrounding Property caused by leakage from Plant provided always that the cost does not exceed the limit of indemnity stated in the schedule.

## 2.8 Payments on account

At the **insurer's** discretion payments on account may be made to the **insured** but in no case will any payment exceed the **insurer's** liability in respect of the limit of indemnity stated in the schedule.

## 2.9 Reinstatement basis

Subject to the following supplementary conditions the basis upon which the amount payable in respect of Plant not more than 2 years old and Own Surrounding Property is to be calculated will be **reinstatement**.

### Supplementary conditions

1. The **insurer's** liability for the repair of partially damaged **property** will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this clause will be made:
  - a) unless **reinstatement** commences and proceeds without delay
  - b) until the cost of **reinstatement** has been incurred
  - c) if the **property** insured at the time of its Damage is insured by any other insurance effected by or on the **insured's** behalf which is not on the same basis of **reinstatement**.
3. All the terms and conditions of this part will apply:
  - a) in respect of any claim payable under the provisions of this clause except in so far as they are varied hereby
  - b) where claims are payable as if this clause had not been incorporated.

## 2.10 Temporary removal

This part includes Damage to Plant while temporarily removed to any other premises or working site within the **territorial limits**, the European Economic Area and Switzerland and while in transit other than by sea or air to and from such premises or working site.

Provided always that the **insurer's** total liability in respect of Damage to **property** insured which is in transit or temporarily located at other premises will not exceed £100,000 any one **event**.

## Section 3 – Special exclusions

This part does not cover:

1. **Consequential loss**  
compensation for loss of use or consequential loss of whatsoever nature
2. **Corrosion and erosion**  
the cost of rectifying or making good any form of corrosion or erosion howsoever arising but resulting Damage is not excluded



### 3. Current report of inspection

loss or damage caused to any item of Plant unless the item has a current report of inspection issued by a competent inspection authority.

Provided always that for the purposes of this exclusion any item the status of which remains 'not available' or 'not located' 60 days after the issue date of the report of inspection in which such status was first set will be deemed not to have a current report of inspection until it has next been inspected

### 4. Excluded parts

loss or damage to:

- a) glass or non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, electric heating elements, photo electric cells, transistors, cathode ray and x-ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like

### 5. Fire and perils

loss or damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

### 6. Inadequate maintenance

loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with the maintenance requirements specified by the Plant manufacturer or supplier

### 7. Installation

loss or damage to any item of Plant during its installation, erection or dismantling

### 8. Known defects

loss or damage caused by known defects which are noted on the current report of inspection regardless of which competent inspection authority issued the current report.

If the current inspection report was not issued by the **insurer** then the **insurer** will require the **insured** to supply the **insurer** with a copy of that report if requested

### 9. Modifications

loss or damage to any item of Plant caused by or arising from modifications to that item beyond the specifications laid down by its manufacturer

### 10. Multiple lifts

loss or damage arising out of any raising or lowering operations in which a single load is shared between any item of Lifting and Handling Plant and any other equipment unless such operation is carried out in accordance with the British or European Code of Practice for the Safe Use of Cranes applying at the time of loss

### 11. Newly installed plant

loss or damage to any item of Plant due to its own Breakdown, Explosion or Collapse:

- a) where it has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the Site

### 12. Product Recall

loss or damage to any item of Plant caused by or arising from non-compliance by the **insured** with a recall notice issued by the Plant manufacturer or supplier

### 13. Supplier's responsibility

loss or damage for which a manufacturer, supplier, contractor or repairer is responsible to the extent that the **insured** are able to recover from such party either by law or under contract

#### 14. Testing or repair

loss or damage to any item of Plant:

- a) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- b) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul

#### 15. Wear and tear

the cost of rectifying or making good wear and tear, scratching of painted or polished surfaces, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams but resulting Damage is not excluded

#### 16. Electronic risks

- a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

### Section 4 – Special provisions

#### 1. Obsolete or foreign plant

In the event of a claim in respect of Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock the **insurer's** liability will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing them.

#### 2. Subrogation waiver

In the event of a claim the insurer agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Damage
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Damage.

#### 3. Suspension of cover

The **insurer** reserves the right at any time to suspend the insurance on any Plant until the **insurer's** requirements for its safe operation have been fulfilled.

### Section 5 – Special condition

#### 1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Plant.

# Part M – Deterioration of stock

## Section 1 – Special definitions

### Accident

- a) Rise or fall in temperature in the cold chambers of the Refrigeration Plant at the premises as a direct result of:
  - i) sudden and unforeseen **damage** to the Refrigeration Plant or non-operation of its controlling devices by any cause not otherwise excluded
  - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the premises
  - iii) failure of the electrical installation connecting the Refrigeration Plant to the supplier's service feeders
- b) action of refrigerant fumes escaping from the Refrigeration Plant.

### Refrigeration Plant

Refrigerators and freezers advised to the **insurer**.

### Replacement Value

The cost of replacing the Stored Goods including the cost of any processing and packaging undertaken by the **insured**.

### Stored Goods

Chilled or frozen foods contained in the Refrigeration Plant or elsewhere at the premises and which would have been contained in the Refrigeration Plant but for an Accident.

## Section 2 – Cover

In the event of deterioration, putrefaction or contamination of Stored Goods caused by an Accident the **insurer** will indemnify the **insured** in respect of:

- a) their Replacement Value less any amount received by the **insured** from their sale
- b) reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in their value which but for such additional expenditure would have taken place but not exceeding the amount of the reduction avoided

less any sum saved in respect of any costs or expenses which may cease or are reduced in consequence of the Accident.

The **insurer's** liability will not exceed the sum insured stated in the schedule in any one period of insurance.

### 2.1 Additional costs

The **insurer** will also indemnify the **insured** in respect of additional costs incurred by the **insured** with the **insurer's** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim
- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which the **insurer** has admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which the **insurer** has admitted liability.

The amount payable under additional costs will be in addition to the sum insured stated in the schedule and in respect of any one occurrence will not exceed £25,000 or 10% of the sum insured stated in the schedule, whichever is the lesser.

### 2.2 Automatic reinstatement of sum insured

In the absence of written notice by the **insurer** or the **insured** to the contrary this insurance will not be reduced by the amount of any loss in consideration of which the **insured** will pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the period of insurance.

### 2.3 Loss minimisation and prevention expenditure

The insurance under this part includes reasonable costs and expenses necessarily incurred by the **insured** in:

- a) preventing or mitigating **damage** to Stored Goods in the event of an imminent Accident
- b) preventing or mitigating further **damage** to Stored Goods after or in consequence of actual **damage**.

Provided always that:

- i) the impending Accident was not reasonably foreseeable and would be the natural outcome if such costs and expenses were not incurred
- ii) the costs and expenses incurred prevented or mitigated the **damage**
- iii) the **insurer's** limit of liability does not exceed £2,500 in the aggregate in any one period of insurance.

### Section 3 – Special exclusions

This part does not cover:

#### 1. Consequential loss

consequential loss of whatsoever nature

#### 2. Fire and perils

loss or damage in consequence of fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal, vehicle or by goods falling therefrom or by any animal at the Site or at any other **premises** or at any other premises or working site while temporarily removed

#### 3. Utilities

loss or damage in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by loss or damage to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

#### 4. Electronic risks

- a) loss or damage caused by **virus or similar mechanism** or **hacking** or **denial of service attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) loss, cost or expense directly or indirectly caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

### Section 4 – Special provisions

#### 1. Subrogation waiver

In the event of a claim the **insurer** agrees to waive any right, remedy or relief to which the **insurer** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary or subsidiary to parent to the **insured** as defined in the Companies Act or Companies (N.I.) Order current at the time of the Accident
- b) any company which is a subsidiary of a parent company of which the **insured** is itself a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order current at the time of the Accident.

#### 2. Underinsurance

If at the commencement of an Accident the sum insured at the premises where the Accident has occurred is less than the total Replacement Value of the Stored Goods thereat the **insured** will be considered as being their own insurer for the difference and the amount payable will be proportionately reduced.

For the avoidance of doubt solely in respect of any item under this policy that is declared to be subject to underinsurance clause c) iii) of general condition 5 will not apply.

### Section 5 – Special condition

#### 1. Access

The **insured** will afford reasonable facilities for the **insurer's** representatives to examine any Refrigeration Plant.

# Part N – Fidelity guarantee

## Section 1 – Special definitions

### Assets

Money, securities, goods or other property belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally liable.

### Computer Equipment

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
- b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
- c) third party proprietary software held on media

in the **insured's** custody and control.

## Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of loss of Assets belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any person guaranteed stated in the schedule during the period of insurance.

Provided always that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the person guaranteed concerned in such loss
- b) the termination of employment with the **insured** of the person guaranteed or the last of the respective persons guaranteed if more than one was concerned with the fraud or dishonesty
- c) the termination of this part

whichever happens first.

### 2.1 Auditors fees

The **insurer** will indemnify the **insured** in addition to the sum guaranteed in respect of costs and expenses incurred by the **insured** in investigating and proving any act of fraud or dishonesty which results in a claim under this part provided always that the liability of the **insurer** under this clause will not exceed 10% of the amount otherwise payable in respect of such claim.

### 2.2 Third party computer fraud

Where the clause is stated by endorsement in the schedule as being operative and subject to the following supplementary conditions the **insurer** will indemnify the **insured** in respect of loss of Assets directly resulting from **hacking** occurring during the period of insurance which is discovered during that period of insurance or within a period of 24 months following the expiry of that period of insurance.

Provided always that the **insurer** will not be liable under this clause for:

- a) **Electronic data**  
any loss not involving addition, amendment, substitution, corruption or distortion of or to electronic data
- b) **Employee dishonesty**  
any loss caused by an **employee** or by any other party or parties acting in collusion with any **employee**
- c) **Excess**  
the first £5,000 or any higher amount stated in any endorsement to this clause appearing in the schedule in respect of any one claim or series of claims consequent upon or attributable to any person or any group of persons acting in collusion
- d) **Loss limitation**  
more than the sum insured stated by endorsement in the schedule in respect of:
  - i) any one loss
  - ii) the total of all losses discovered during any one period of insurance where any losses discovered within 24 months of the termination of this clause will be treated as having been discovered during the final period of insurance

- iii) any number of losses during any number of periods of insurance forming the basis of any one claim whether under this clause or any similar policies issued in addition to it or in substitution for it

**e) Other insurance**

any loss caused by any other person in respect of whom employee dishonesty or fidelity guarantee insurance has been effected by the **insured** or caused by any other party or parties acting in collusion with such person.

**Supplementary Conditions to Cover 2.2**

**1. Employee dishonesty and data erasure insurance**

It is a condition precedent to the liability of the **insurer** under this clause that:

- a) employee dishonesty or fidelity guarantee insurance for all **employees** must be insured with the **insurer** under this part; and
- b) the basic sum guaranteed under such employee dishonesty or fidelity guarantee insurance must be equal to or more than the sum insured under this clause; and
- c) the **insured** must have in place insurance against erasure, destruction, corruption or distortion of software or data which is the subject of **hacking**.

**2. Notification of loss**

It is a condition precedent to the **insurer's** liability under this clause that the **insured** will as soon as practicable and with due diligence give notification in writing to the **insurer** of any loss or possible loss. The **insurer** will not be liable for any loss arising after such notification attributable to the same source of **hacking** which gave rise to such notification.

**3. Particulars of loss**

The **insured** will at the **insured's** own expense and within 3 months or such longer period as the **insurer** may allow following notification of a claim deliver to the **insurer** full particulars of the loss including the amount and the identity of the person or persons alleged to have been responsible and will provide the **insurer** with further particulars, information, proofs and explanations as may be reasonably required.

**4. Systems of security**

It is a condition precedent to the **insurer's** liability in respect of **hacking** that:

- a) a documented information security policy must be maintained and this must be approved by management, published and communicated to all **employees** using Computer Equipment
- b) access to all networks and systems must be authenticated by means of individual user identifications and passwords which are unpredictable, alphanumeric of at least 6 characters and required to be changed at least every 90 days
- c) firewalls must be in place to prevent **hacking** on all connections from internal networks and systems to external networks
- d) remote users must be authenticated before being allowed to connect to internal networks and systems
- e) anti-virus software must be installed on all networks and systems to protect against viruses, worms and other malicious code.

## Section 3 – Special exclusions

This part does not cover:

### 1. Consequential loss

any loss of interest or consequential loss of any kind

### 2. Excess

an **excess** the amount of which is stated in the schedule. Unless stated otherwise the **excess** will apply to each and every loss

### 3. Employees known to have committed prior fraudulent or dishonest acts

any loss arising from the engagement of any **employee** who to the **insured's** knowledge previously committed any fraudulent or dishonest act except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974

### 4. Reasonable grounds for suspicion

any loss arising out of any act of fraud or dishonesty committed by any person guaranteed after the **insured** or any person acting on behalf of the **insured** has become aware of or has reasonable grounds for suspicion of any act of fraud, dishonesty or improper or irregular conduct on the part of that person guaranteed and this exclusion will be a bar to any claim involving such a person guaranteed acting in collusion with another or also others even though such other person(s) may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct

### 5. References not passed to the insurer

any loss where the original references relating to any defaulting **employee** have not been passed to the **insurer**

### 6. Written references

any loss unless the **insured** within 6 weeks of engaging any **employee** obtains written references from former employers covering the whole period of 3 years immediately preceding the **employee's** engagement by the **insured**.

## Section 4 – Special provisions

### 1. Automatic reinstatement

Upon discovery of a loss leading to a valid claim under this part the sum guaranteed or the sum insured under clause 2.2 will be reinstated by the amount of such loss as subsequently ascertained.

Provided always that:

- a) the amount by which the sum guaranteed or sum insured is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement
- b) the **insured** will pay any additional premium required by the **insurer**.

### 2. Insurer's rights

The commencement of criminal proceedings against any person guaranteed alleged by the **insured** to have committed any act of fraud or dishonesty will not be a condition precedent to the right of the **insured** to indemnity under this part but in the event of the **insurer** being required to indemnify the **insurer** will be entitled to exercise in the name of the **insured** (but at its own expense) for its own benefit all the **insured's** rights of action against the person guaranteed or their estate. This policy will be evidence of the **insurer's** leave so to do and the **insured** will provide all such assistance as the **insurer** may require in pursuit of the said rights.

### 3. Reduction of claim

Any **money** or the value of any property in the hands of the **insured** and belonging to or otherwise due to any person guaranteed whose fraud or dishonesty has given rise to a loss for which a claim is made under this part and which may legally be retained by the **insured** will be deducted from any amount that would otherwise be payable to the **insured**.

### 4. Sum guaranteed

The sum guaranteed stated in the schedule is the **insurer's** monetary limit in respect of:

- a) any one loss irrespective of the number of persons guaranteed involved
- b) the total of all losses discovered during any one period of insurance. Any losses discovered within the 24 month period allowed under section 2 proviso c) will be treated as having been discovered during the final period of insurance
- c) the total liability of the **insurer** during any number of periods of insurance and for any number of losses forming the basis of any one claim whether under this part or any similar policies issued in addition to or in substitution for them.

Where more than one sum guaranteed appears in the schedule the **insurer's** monetary limit will be the higher sum guaranteed relevant to the persons guaranteed involved in the loss or losses.

# Part O – Personal accident

## Section 1 – Special definitions

### Annual Salary

The total annual gross salary excluding overtime, bonus or commission payments unless specifically agreed otherwise payable by the **insured** to the Insured Person at the date Bodily Injury is sustained.

### Benefit Period

The total period (not necessarily consecutive) for which benefits for Temporary Total Disablement or Temporary Partial Disablement are payable in respect of any one loss to any Insured Person.

Where an Insured Person is employed by the **insured** on a fixed period contract the benefit period will cease at expiry of the contract or as defined in the schedule whichever is earlier.

### Bodily Injury

Bodily injury which is caused by an Event.

### Channel Islands

Jersey, Guernsey, Alderney and Sark.

### Child

Any child of an Insured Person who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

### Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

### Country of Permanent Residence

The country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

### Country of Secondment

The country where an Insured Person:

- a) temporarily resides under a contract of employment with the **insured**
- b) undertakes an activity associated with the **business**

for more than 6 months and agreed by the **insurer** in a Country of Secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the Channel Islands as a single group of territories, the Isle of Man and the United Kingdom will each be treated as separate and distinct countries.

### Deferment Period

The beginning of a period of temporary disablement during which compensation for Temporary Total Disablement or Temporary Partial Disablement will not be payable.

### Employee

Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance.

### Event

A sudden unforeseen and identifiable occurrence.

All occurrences consequent upon or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

### Event Aggregate Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event as stated in section 4.



### Gross Weekly Wage

The gross average weekly equivalent of Annual Salary.

### Hijack

The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

### Insured Person

Any person or category of persons as stated in the schedule.

### Journey

A journey not exceeding 6 months in duration authorised by the **insured** and undertaken by an Insured Person in connection with the **business** and commencing during the period of insurance.

### Kidnap

The unlawful abduction and detention of an Insured Person against their will.

### Loss of Limb

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

### Loss of Sight

The total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to the **insurer's** satisfaction to be permanent and without expectation of recovery and the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **insurer** is satisfied that the condition is permanent and without expectation of recovery.

### Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

### Medical Practitioner

Any legally qualified medical practitioner other than an Insured Person, a member of the immediate family of an Insured Person or a non-executive director of the **insured**, a **member** or Employee.

### Multi-Engined Aeroplane Limit

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane as stated in section 4.

### Operative Time

The period of time during which the **insured** or an Insured Person are covered under this part as stated in the schedule.

### Other Forms of Aerial Transport Limit

The maximum amount for which the **insurer** can be held liable in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane) as stated in section 4.

### Paraplegia

The permanent and total paralysis of the 2 lower limbs.

### Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of the Insured Person.

### Permanent Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability totally prevent the Insured Person from engaging in their Usual Occupation for the remainder of their life.

- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee and above the state retirement age or below 16 years of age
 disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life.
- c) In respect of an Insured Person who is a **member**: disablement caused other than by Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech which will in all probability prevent the Insured Person from engaging in the main occupation for which they are suited by training and qualifications for the remainder of their life.

### Quadriplegia

The permanent and total paralysis of all 4 limbs of the body.

### Temporary Partial Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which prevents the Insured Person from engaging in more than 60% of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee above the state retirement age or below 16 years of age
 disablement of the Insured Person to a substantial extent from engaging in any occupation for the Benefit Period.
- c) In respect of an Insured Person who is a **member**: disablement from engaging in more than 60% of the main occupation of the Insured Person for which they are suited by training and qualifications for the duration of the Benefit Period.

### Temporary Total Disablement

- a) In respect of an Insured Person who is an Employee and aged above 16 years of age but below state retirement age: disablement which totally prevents the Insured Person from engaging in all elements of their Usual Occupation for the Benefit Period.
- b) In respect of an Insured Person who is:
  - i) neither an Employee nor a **member**
  - ii) an Employee above the state retirement age or below 16 years of age
 disablement which entirely prevents the Insured Person from engaging in any occupation for the Benefit Period.
- c) In respect of an Insured Person who is a **member**: disablement which totally prevents the Insured Person from engaging in all elements of the main occupation for which they are suited by training and qualifications for the duration of the Benefit Period.

### Total Loss of Hearing

Total and permanent loss of hearing.

### Total Loss of Speech

Total and permanent loss of speech.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### Usual Occupation

The main occupation of the Insured Person for which they are suited by training and qualifications under a contract of employment with the **insured**.

### War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

## Section 2 – Cover

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in accidental death or accidental disablement the **insurer** will pay the **insured** the appropriate benefit stated in the schedule.

In respect of any one Insured Person a benefit will not be payable under more than one of benefits 1 to 7 with the exception of benefit 6 or benefit 7 which are payable in addition to benefit 4. Any benefit payable under benefit 8 or benefit 9 will immediately cease should a benefit under one of benefits 1 to 7 subsequently be payable by the **insurer** to the **insured**.

In respect of an Insured Person under the age of 16 the maximum compensation payable under benefit 1 will be £10,000.

### 2.1 Childcare costs and domestic staff expenses – members and Employees

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will indemnify the **insured** on behalf of any **member** or Employee for childcare costs and domestic staff expenses up to a maximum amount of £500 per week for a maximum period of 26 weeks or until the date of return full time to Usual Occupation whichever is the lesser period.

### 2.2 Coma benefit

In the event of the continuous unconsciousness of the Insured Person caused solely and independently by Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 per week for each full week of continuous unconsciousness up to a maximum period of 104 weeks.

### 2.3 Damage to personal effects

If an Insured Person sustains **damage** to their personal effects consisting of money, articles of clothing, footwear and other **property** worn or carried by the Insured Person as a result of Bodily Injury in respect of which benefit becomes payable under this part or unprovoked assault during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £500.

### 2.4 Dental injury expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to a maximum amount of £2,000.

### 2.5 Dependants' benefit

If a payment is made under benefit 1 the **insurer** will pay the **insured** an amount per Child of 2% of the amount stated under benefit 1 subject to a maximum of £5,000 per Child and up to a total of 10% of the amount stated under benefit 1 or £50,000 whichever is the lesser.

### 2.6 Disability assistance

If an Insured Person sustains Bodily Injury during the Operative Time that within 24 months solely and independently of any other cause results in either Paraplegia or Quadriplegia the **insurer** will pay the **insured** up to £20,000 for expenses incurred with the **insurer's** prior written consent for alterations that are required to the Insured Person's home or car.

Provided always that expenses must have been incurred within 12 months of the **insured** receiving a benefit payment for either Paraplegia or Quadriplegia from the **insurer**.

### 2.7 Disappearance

If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person's death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit 1 in the schedule. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

### 2.8 Domestic travel expenses

If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time and requires an in-patient hospital admission within the Insured Person's Country of Permanent Residence or Country of Secondment the **insurer** will pay the **insured** up to £5,000 for all reasonable costs necessarily incurred for:

- a) travel, sustenance and accommodation expenses for up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person until the Insured Person's return to the place where the Insured Person permanently resides within the country where they are an in-patient
- b) the return transportation of the Insured Person to the place where the Insured Person permanently resides within the country where they are an in-patient
- c) the transportation of the Insured Person to their final resting place within their Country of Permanent Residence or Country of Secondment in the event of the death of the Insured Person as a result of such Bodily Injury.

## 2.9 Exposure

If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated in the schedule.

## 2.10 Facial scarring

If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** £1,500 and this benefit will be increased proportionally to a maximum amount of £10,000 on the basis of actual scarring of the facial area up to 100%.

## 2.11 Funeral expenses

If a payment is made under benefit 1 the **insurer** will pay the **insured** up to £10,000 for reasonable funeral expenses. The **insurer** will not be liable for more than the Event Aggregate Limit stated in section 4.

## 2.12 Hijack or kidnap

If an Insured Person is the victim of a Hijack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to their Country of Permanent Residence or Country of Secondment or until a period of 12 months from the date of the Hijack or Kidnap has expired whichever occurs first.

## 2.13 Hospitalisation benefit

If an Insured Person is admitted to hospital as an in-patient as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** £375 for each full week of hospitalisation up to a maximum period of 52 weeks.

## 2.14 Medical Expenses

If an Insured Person incurs Medical Expenses as a result of Bodily Injury sustained during the Operative Time the **insurer** will pay the **insured** up to 20% of the amounts paid under benefits 1 to 7 inclusive or 30% of the amounts paid under either benefit 8 or benefit 9 whichever is the greater but not exceeding £20,000.

## 2.15 Moving costs

Where an Insured Person sustains Permanent Total Disablement and the **insurer** agrees to a claim for such disablement the **insurer** will pay the **insured** on behalf of the Insured Person up to a maximum amount of £20,000 for estate agent's fees, stamp duty and removal costs incurred by the Insured Person within 24 months of the Event giving rise to the disablement as a result of which it becomes necessary to move their permanent residence to an alternative permanent residence.

## 2.16 Permanent Partial Disablement

If the Insured Person sustains permanent partial disablement during the Operative Time the **insurer** will pay the **insured** the following percentages of the sum insured under benefit 4 for permanent severance or permanent total loss of use of:

a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%

Provided always that:

- i) when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit 5
- ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation
- iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

## 2.17 Physiotherapy

In the event of a claim being agreed by the **insurer** for Temporary Total Disablement the **insurer** will pay the **insured** on behalf of the Insured Person for the cost of physiotherapy up to a maximum amount of £500.

## 2.18 Rehabilitation support

Where an Insured Person suffers Bodily Injury resulting in disablement for which the **insurer** agrees to pay a benefit under this part the **insurer** will at its discretion for a maximum period of 12 months from the date of such disablement enlist the services of Zurich Medical Management to:

- a) carry out by telephone an initial medical assessment of the Insured Person in conjunction with the Insured Person's medical advisors and discuss options for beneficial medical, prosthetic and counselling services
- b) provide support to the Insured Person during the recovery period to minimise the effects of their Bodily Injury and to follow the agreed rehabilitation plan and to advise on and coordinate a return to work plan.

Provided always that the **insured** or the Insured Person will bear the cost of any treatment or other services taken up as a result of such support or arrangements offered or made by Zurich Medical Management other than that cost allowed for under clause 2.17.

## 2.19 Retraining expenses – members and Employees or their Partner

If the **insurer** makes a payment for Permanent Total Disablement the **insurer** will also pay the **insured** up to £15,000 for reasonable expenses incurred in retraining any **member** or Employee for an alternative occupation and in the event of the **member** or Employee being unable to undertake retraining for any alternative occupation the **insurer** will pay the **insured** up to £15,000 for reasonable expenses incurred in retraining the **member's** or Employee's Partner for a new or alternative occupation.

## Section 3 – Special exclusions

This part does not cover any expense or loss arising from:

### 1. Active service

an Insured Person engaging in active service in any of the armed forces of any nation

### 2. Age limitation

any Insured Person who has attained the age of 80 years or in the case of a **member** 90 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 80 or 90 years as the case may be

### 3. Excluded causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury caused by an Event

### 4. Excluded travel to dangerous or unsettled areas

a Journey to the countries or specific areas of countries listed in the schedule

### 5. Non-passenger air travel

an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

### 6. Suicide or self-injury

an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

### 7. War risks

War within the Insured Person's Country of Permanent Residence or Country of Secondment.

## Section 4 – Special provisions

### 1. Any one Insured Person maximum benefit

The maximum amounts payable under this part are as follows:

Maximum benefit any one Insured Person (benefits 1 to 7)	£500,000
Maximum benefit any one Insured Person (benefits 8 and 9)	£500,000

## 2. Event Aggregate Limitation

The maximum amount payable under this part as the Event Aggregate Limit is £5,000,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

## 3. Multi-Engined Aeroplane Limit and Other Forms of Aerial Transport Limit

The maximum amount payable under this part as:

- |   |            |
|---|------------|
| a) the Multi-Engined Aeroplane Limit is         | £1,000,000 |
| b) the Other Forms of Aerial Transport Limit is | £500,000   |

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

- i) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit
- ii) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

## Section 5 – Special conditions

### 1. Assignment

This insurance may not be assigned without the prior written consent of the **insurer**.

### 2. Interest

No sum payable under this part will carry interest.

### 3. Special claims conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

- a)
  - i) give notice to the **insurer** as soon as reasonably possible
  - ii) make no admission of liability without the **insurer's** prior written consent
  - iii) provide the **insurer** or the **insurer's** appointed representatives with:
    - 1) all necessary assistance in a timely manner
    - 2) all information reasonably required
    - 3) all documentation and records necessary to establish and assess indemnity under this part
  - iv) prove the loss to the **insurer's** reasonable satisfaction
  - v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part
  - vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine an Insured Person in respect of whom a claim has arisen
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

- i) take such steps as the **insurer** deems necessary to prevent, mitigate or minimise a loss
- ii) take over and conduct the defence or settlement of claims made against an Insured Person that is covered by this part
- iii) pursue all rights or remedies available to the **insured** whether or not payment has been made.

### 4. Third party rights

A person who is not a party to this contract including specifically an Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

# Part P – Legal expenses

The **insurer** for this part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and Agent and provides the legal protection insurance and additional services under this section

## Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

### Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the **insurer's** agreement.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as a Representative on the **insured's** behalf the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

- a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** or an Insured Person first became aware of it.)
- b) For criminal cases the Date of Occurrence is when the Insured Person began, or is alleged to have begun to break the law.
- c) For insured incident 3 – Statutory licence appeal the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.
- d) For insured incident 7 Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the **insured** of its intention to carry out an enquiry.

For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.

- e) For insured incident 2 Legal defence (e) Statutory notice appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

### Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning the **insured's** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### Insured Person

The **insured** and the **members**, employees and any other individuals declared to the **insurer** by the **insured**.

### Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person and for which the premium has been paid.

### Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.



## Reasonable Prospects

- a) For civil cases (other than insured incidents 1 Employment disputes and compensation awards and 2 Legal defence) the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that the **insurer** has agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

A Preferred Law Firm or tax consultancy, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person the **insurer** appoints to act on the Insured Person's behalf.

## Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of the **insured's** books and records; or
- b) advises of a check of the **insured's** whole tax return.

## Territorial Limit

### For insured incidents 2 Legal Defence (excluding 2(e)), and 6(b) Bodily Injury

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

### For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the **insured's** VAT affairs.

To make sure that the **insured** gets the most from the cover, please take time to read this section of the policy which explains the insurance cover and additional services available.

## HOW THIS SECTION OF THE POLICY CAN HELP

Please find below information about the services this section of the policy offers and details of how to make a claim. If the **insured** wishes to speak to the **insurer** about:

- **Legal Advice** – the **insured** can get telephone legal advice on any legal issue affecting their **business**.
- **Insurance Claims** – the **insured** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting the **business**.

Please phone the **insurer** on 0117 934 2116. The **insurer** will ask the **insured** about their legal issue and if necessary call them back to deal with their query.

## REPORTING A CLAIM

Please do not ask for help from a lawyer, accountant or anyone else before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Report a claim by calling the **insurer** on **0117 934 2116**, available 24 hours a day, 7 days a week. Have the policy number ready and the **insurer** will ask about the claim.

The **insurer** will assess the claim to check the claim is covered and, if it is, the **insurer** will send it to a lawyer who specialises in that type of claim.

The lawyer will assess the case and tell the **insured** how likely it is they will win. If they are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. The **insurer's** claims handlers can answer any questions the **insured** may have when they receive the **insured's** claim, alternatively the **insured** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)



## Section 2 – Cover

This policy section, the policy schedule and any endorsement shall be considered as one document and describe the contract between the **insured** and the **insurer**. The **insurer** agrees to provide the insurance described in this policy section for the **insured** (or where specified, the Insured Person) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- a) Reasonable Prospects exist for the duration of the claim (other than insured incidents Employment disputes and compensation awards and Legal defence)
- b) the Date of Occurrence of the insured incident is during the Period of Insurance; or
- c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - i) the previous legal expenses insurance policy required the **insured** to report claims during its currency
  - ii) the **insured** could not have notified a claim previously as the **insured** could not have reasonably been aware of the insured incident
  - iii) cover has been continuously maintained in force
  - iv) the **insurer** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **insured's** previous policy, and
- d) any legal proceedings will be dealt with by a court or other body which the **insurer** agrees to in the Territorial Limit
- e) the insured incident happens within the Territorial Limit.

### What the insurer will pay

The **insurer** will pay a Representative, on the **insured's** behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that the **insurer** has agreed to, provided that:

1. the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards claims is detailed within the **insured's** policy schedule
2. the most the **insurer** will pay for the total of all compensation awards under insured incident 1 – Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000
3. the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm or tax consultancy. The amount the **insurer** will pay a law firm (where acting on the **insured's** behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, the **insured** must tell the **insurer** within the time limits allowed that the **insured** wants to appeal. Before the **insurer** pays the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section of the policy, the **insured** must agree that Reasonable Prospects exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award; and
7. in respect of incident 2 – Legal defence (f) Jury service and court attendance the maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that the Insured Person is absent from work less any amount the **insured**, the court or tribunal pays.

### What the insurer will not pay

1. In the event of a claim, if the **insured** decides not to use the services of a Preferred Law Firm or tax consultancy, the **insured** will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.
2. If the **insured** is registered for VAT the **insurer** will not pay the VAT element of any Costs and Expenses.
3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** are using the **insured's** own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects). If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn.

## Insured Incidents

### 1. Employment Disputes and Compensation Awards

#### a) Employment Disputes

Costs and Expenses to defend the **insured's** legal rights:

- i) before the issue of legal proceedings in a court or tribunal;
  - 1) following the dismissal of an employee; or
  - 2) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- iii) in legal proceedings in respect of any dispute with:
  - 1) a contract of employment with the **insured**; or
  - 2) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### Exclusions to insured incident 1 a)

Insured incident 1 a) does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force before:
  - a) any dispute where the originating cause of action arises within the first 90 days of the start of this section of the policy
  - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the policy if the Date of Occurrence was within the first 180 days of the start of this section of the policy and the dispute relates directly to the same matter(s) which gave rise to that warning
  - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which arises within the first 180 days of the start of this section of the policy
2. any claim in respect of damages for personal injury
3. employee internal disciplinary or grievance procedures
4. pursuing the **insured's** legal rights.

#### b) Compensation Awards

The **insurer** will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation in respect of a claim the **insurer** has accepted under insured incident 1 a).

Provided always that:

- 1 any sum of money in settlement of a dispute is awarded by a court, tribunal under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the **insurer**.
- 2 the total amount payable by the **insurer** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance will not exceed £1,000,000.

#### Exclusions to insured incident 1 b)

Insured incident 1 b) does not cover a claim relating to the following:

1. any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d) statutory rights in relation to trustees of occupational pension schemes
2. non-payment of money due under a contract

3. any award ordered because the **insured** has failed to provide relevant records to employees under National Minimum Wage legislation
4. any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
5. a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

**c) Employee civil legal defence**

Costs and Expenses to defend the Insured Person's legal rights if an event arising from an Insured Person's work as an employee leads to civil action being taken against them under legislation for unlawful discrimination

**d) Service Occupancy**

Costs and Expenses to recover possession of premises owned by or for which the **insured** is responsible from the **insured's** employee or ex-employee.

**Exclusion to insured incident 1 d)**

Insured incident 1 d) does not cover a claim relating to the following:

1. any claim relating to defending the **insured's** legal rights other than defending a counter-claim that is an insured incident under this section of the policy.

**2. Legal Defence**

At the **insured's** request:

- a) Costs and Expenses to defend the Insured Person's legal rights:
  - i) prior to the issue of legal proceedings when dealing with the:
    - 1) police; or
    - 2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence
  - ii) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Territorial Limit shall be any place where the Act applies.

Please note the **insurer** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

- b) Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
  - i) an individual. The **insurer** will also pay any compensation award in respect of such a claim
  - ii) a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note the **insurer** will not pay any compensation award in respect of such a claim.

Provided that in respect of 2(b)(i) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by the **insurer**.

Please note the **insurer** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special exclusion 3 of this Section.

- c) Cost and Expenses to defend the Insured Person's legal rights following civil action taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- d) Costs and Expenses to defend the Insured Person's (other than the **insured's**) legal rights if civil action is being taken against them as trustee of a pension fund set up for the benefit of the **insured's** employees.
- e) Costs and Expenses for an appeal against the imposition or terms of any statutory notice issued under legislation affecting the **insured's** business
- f) the **insurer** will pay for an Insured Person's absence from work:
  - i) to perform jury service
  - ii) to attend any court or tribunal at the request of the Representative.

The maximum the **insurer** will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount the **insured**, the court or tribunal, have paid them.

The **insurer** will reimburse the **insured** for net salary or wages that they have paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

### Exclusions to insured incident 2

Insured incident 2 does not cover a claim relating to the following:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. Please note this exclusion applies to section a) i) of the Legal defence cover.
2. investigations or prosecutions for alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections a) i) and a) ii) of the legal defence cover
3. a) the loss, alteration, corruption or distortion of, or damage to stored personal data; or  
b) a reduction in the functionality, availability, or operation of stored personal data  
resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.  
Please note this exclusion applies to section b) of the Legal defence cover.
4. an appeal against the imposition or terms of any Statutory Notice issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration
5. a Statutory Notice issued by an Insured Person's regulatory or governing body.

Please note exclusions 4. and 5. apply to section e) of the Legal defence cover.

6. any claim if the **insured** or the Insured Person are unable to prove the loss (Please note, this exclusion applies to section f) of the Legal defence cover.

### 3. Statutory Licence Appeal

Costs and Expenses to represent the **insured** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms, of or refuse to renew, or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.

### Exclusions to insured incident 3

Insured incident 3 does not cover a claim relating to the following:

1. the original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

### 4. Contract Disputes

This insured incident is only operative if shown in the schedule.

Costs and Expenses for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £250 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), the **insured** must pay the first £500 of any claim. If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** is using their own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects).  
If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (incl. VAT)
- c) if the dispute relates to money owed to the **insured** a claim under this section of the policy is made within 90 days of the money becoming due and payable.

#### Exclusions to insured incident 4

Insured incident 4 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was in force immediately before, any dispute arising from an agreement entered into prior to the start of this section of the policy if the Date of Occurrence is within the first 90 days of start of this section of the policy
2.
  - a) a dispute relating to an insurance policy, other than when the **insured's** insurer refuses the **insured's** claim
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with these matters
  - c) a loan, mortgage, pension, guarantee or any other financial product other than a dispute with a professional adviser in connection with these matters
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**. (Please refer to insured incident 1 Employment disputes and compensation awards.)
4. a dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services
  - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured's** own specification
5. a dispute arising from a breach or alleged breach of professional duty by an Insured Person
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

#### 5. Debt Recovery

This insured incident is only operative if shown in the schedule.

Costs and Expenses for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that:

- a) the debt exceeds £250 (incl. VAT)
- b) a claim for debt recovery under this section of the policy is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement or to forego enforcing judgment if the **insurer** is not satisfied that there are or will be sufficient assets available to satisfy judgment.

#### Exclusions to insured incident 5

Insured incident 5 does not cover a claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately before, any debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the start of this section of the policy
2. any claim relating to the following:
  - a) the settlement payable under an insurance policy
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
  - c) a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party intimates that a defence exists
5. any dispute which arises from debts the **insured** has purchased from a third party.

#### 6. Property Protection and Bodily Injury

##### a) Property Protection

Costs and Expenses for the **insured's** legal rights in any civil dispute relating to property which is owned by or the responsibility of the **insured** following:

- i) any event which causes physical damage to such property

- ii) a legal nuisance (meaning any unlawful interference with the **insured's** use or enjoyment of the **insured's** land, or some right over, or in connection with it); or
- iii) a trespass.

Please note that the **insured** must have established, or there must be reasonable prospects of the **insured** establishing, the legal ownership or right to the physical property that is the subject of the dispute.

#### Exclusions to insured incident 6 a)

Insured incident 6 a) does not cover any claim relating to the following:

1. a contract entered into by the **insured** (please refer to insured incident 4 Contract disputes, if operative)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by the **insured** unless the goods are at the premises for the purpose of installations or use in work to be carried out by the **insured**
4. mining subsidence
5. defending the **insured's** legal rights other than in defending a counter-claim
6. the enforcement of a covenant by or against the **insured**.

#### b) Bodily Injury

At the **insured's** request, Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

#### Exclusions to insured incident 6 b)

Insured incident 6 b) does not cover any claim relating to the following:

1. any illness or bodily injury which develops gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an Insured Person's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

#### 7. Tax Protection

Costs and Expenses for:

- a) a Tax Enquiry
- b) an Employer Compliance Dispute
- c) a VAT dispute.

Provided that the **insured** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note the **insurer** will only cover tax claims which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

#### Exclusions to insured incident 7

Insured incident 7 does not cover a claim relating to the following:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.



### Section 3 – Special Exclusions

This section of the policy does not cover:

1. any claim reported to the **insurer** more than 180 days after the date the Insured Person should have known about the insured incident
2. Costs and Expenses incurred before the expressed acceptance of a claim by the **insurer**
3. fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1b) Compensation Awards and 2 Legal Defence
4. any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
5. any claim relating to rights under a franchise or agency agreement entered into by the **insured**
6. any wilful act or omission of an Insured Person deliberately intended to cause a claim under this section of the policy
7. a dispute with the **insurer** not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **business**.
9. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
10. legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative
11. when either at the start of or during the course of a claim the **insured** is declared bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
12. any claim relating to written or verbal remarks that damage the Insured Person's reputation
13. any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

### Section 4 – Special Conditions

1. An Insured Person must:
  - a) co-operate fully with the **insurer** and the Representative;
  - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
  - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm or tax consultancy as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
  - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the Representative. The **insurer** will choose the Representative to represent the **insured** in any proceedings where the **insurer** is liable to pay a compensation award.
  - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm or tax consultancy, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
  - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
  - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer** expressed consent.
  - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
  - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.

4. a) an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
- b) An Insured Person must take every step to recover Costs and Expenses that the insurer has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6. a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
- b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses and compensation awards they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. If there is a disagreement between an **Insured** Person and the insurer on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the **Insured Person's** rights under Special Condition 7.
9. An Insured Person must:
  - a) keep to the terms and conditions of this section of the policy
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything the **insurer** asks for in writing; and
  - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. Apart from the **insurer** the **insured** is the only person who may enforce all or any of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.
11. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
12. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.



## HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, Das Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The insured can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

## DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If you require a written copy of the **insurer's** privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## HOW THE INSURER COLLECTS THE PERSON INSURED'S INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the insurer's helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

## HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your **insurer** or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

## WHAT IS THE INSURERS LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

## WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS Parc  
Greenway Court  
Bedwas  
Caerphilly  
CF83 8DW

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk).

# Part Q – Impact damage (street furniture)

## Section 1 – Special definition

### Damage

Accidental physical loss or accidental physical damage resulting from a cause not otherwise excluded.

## Section 2 – Cover

In the event of Damage to the **property** insured as specified in the schedule from impact by any road vehicle or animal the **insurer** will pay to the **insured** the value of the **property** at the time of its Damage or at the **insurer's** option reinstate or replace the **property** or any part of it.

## Section 3 – Special exclusions

### 1. Excess

The **insurer** will not be liable for an **excess** the amount of which is specified in the schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

### 2. Terrorism

- a) This policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act falling within sub-clause b) below the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.
- b) An act falls within this sub-clause b) if it:
  - i) involves serious violence against a person; and/or
  - ii) involves serious damage to property; and/or
  - iii) endangers a person's life, other than that of the person committing the act; and/or
  - iv) creates a serious risk to health and safety of the public or a section of the public; and/or
  - v) is designed seriously to interfere with or seriously to disrupt an electronic system.
- c) This policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act or acts of any person or 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 of any government de jure or de facto.
- d) In any action or suit or other proceedings where the **insurer** alleges that by reason of this exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this policy shall be upon the **insured**.

## Section 4 – Special condition

The sum insured for any individual article of **property** within the overall sum insured under each item of this part is declared to be separately subject to **average**.

For the avoidance of doubt clause c) iii) of general condition 5 will not apply.

# Part R – Terrorism

## Section 1 – Special definitions

### Act of Terrorism

Any act or 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 of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

### Computer System

A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Hacking

Unauthorised access to any Computer System whether the **insured's** property or not.

### Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Section 2 – Cover

In the event that:

- a) His Majesty's Government or His Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or
- b) His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the **insurer** will by this Terrorism cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under parts A, B, C, D and L of this policy.

Provided always that:

- 1) the liability of the **insurer** will not exceed:
  - A) in the whole the total sum insured
  - B) in respect of any item its sum insured
  - C) any other limit of indemnitystated in the schedule at the time of the loss or damage
- 2) such Damage and consequential loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

- 3) in any action, suit or other proceedings where the **insurer** alleges that any Damage and consequential loss is not covered under section 2 the burden of proving that such Damage and consequential loss is covered will fall upon the **insured**
- 4) the insurance effected by section 2 excludes:
  - A) any losses whatsoever:
    - a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
    - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
      - i) damage to or the destruction of any Computer System; or
      - ii) any alteration, modification, distortion, erasure or corruption of Data

in each case whether the property of the **insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 4) A) b)

save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii) comprises:
  - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
  - 2) the amount of business interruption loss suffered directly by the **insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
  - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **insured** to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- iv) for the purposes of this Proviso
  - 1) the meaning of 'Property' shall exclude:
    - A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
    - B) any Data
  - 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism
- v) notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part

- B) any type of property which has been specifically excluded under parts A, C, D and L
  - C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**
- 5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, D and L will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:
- A) any Long Term Agreement applying to this policy
  - B) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance
  - C) any extension of **premises** to locations outside England and Wales and Scotland.

## 2.1 Uncertified terrorism

In the event that His Majesty's Government or His Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 3 will not apply to parts A, B, C and L in respect of such event or occurrence.

Provided always that:

- a) such **damage** and/or **consequential loss** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- b) the liability of the **insurer** will not exceed:
  - i) in the whole the total sum insured
  - ii) in respect of any item its sum insured
  - iii) any other limit of indemnitystated in the schedule to parts A, B, C, D and L at the time of the said event or occurrence
- c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D and L will apply to this clause.

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW  
Registered in England and Wales | Company Number 103274  
Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**Zurich Management Services Limited**

Registered in England and Wales, number 2741053.  
Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

**Zurich Municipal is a trading name of Zurich Insurance Company Ltd**

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105.  
UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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## Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

**Policy No.** YLL-2720863633

**1. Name of policyholder** Buckland and Chipping Parish Council

**2. Date of commencement of insurance policy** 01/06/2025

**3. Date of expiry of insurance policy** 31/05/2026


We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)

2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance Company Ltd (Authorised Insurer).

Signature



Tim Bailey

Chief Executive Officer of Zurich Insurance Company Ltd, UK Branch

### Notes

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

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Buckland and Chipping Parish Council  
Lye End Farm  
Mill End  
Sandon  
Buntingford  
Hertfordshire  
SG9 0RS

**Zurich Town, Parish and  
Community Council Team**  
**PO Box 726**  
**Chichester**  
**PO19 9PS**

## Invoice

Invoice Date: 6th April 2025

Invoice No: 543372649

Client ref: 3737439

Policy	Policy Term	(£) Premium
YLL-2720863633	01/06/2025-31/05/2026	496.90
Inspection Contract (If Applicable)		0.00
Sub total		496.90
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		59.62
<b>TOTAL</b>		<b>£556.52</b>

**Payment is due before your cover starts, or immediately if your cover is already in place.**

Please make cheques payable to **Zurich Municipal** and send to **Zurich Town, Parish and Community Council Team, PO Box 726, Chichester, PO19 9PS**

**If paying by BACS, please note our new bank details and amend your records accordingly.**

Acc Name: Zurich Town & Parish, Insurer Trust Account      Acc Number: 23110249  
Sort Code: 20 – 65 - 82      Bank: Barclays Bank PLC

Please quote your Client Reference on all BACS transactions

### Invoice Queries

Phone: 0800 917 9531

Email: [renewals.team@uk.zurich.com](mailto:renewals.team@uk.zurich.com)

Our VAT registration number is: 107 8316 77

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

Buckland and Chipping Parish Council  
Lye End Farm  
Mill End  
Sandon  
Buntingford  
Hertfordshire  
SG9 0RS

**Zurich Town, Parish and  
Community Council Team**  
**PO Box 726**  
**Chichester**  
**PO19 9PS**

## Remittance Advice

Invoice Date: 6th April 2025

Invoice No: 543372649

Client ref: 3737439

Policy	Policy Term	(£) Premium
YLL-2720863633	01/06/2025-31/05/2026	496.90
Inspection Contract (If Applicable)		0.00
Sub total		496.90
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		59.62
<b>TOTAL</b>		<b>£556.52</b>

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## To Whom It May Concern

**Name of Insured:** Buckland and Chipping Parish Council

This is to confirm that Buckland and Chipping Parish Council have in force with this Company until the policy expiry on 31st May 2026 insurance incorporating the following essential features:

**Policy Number:** YLL-2720863633

**Renewal Date:** 1st June 2026

**Limits of Indemnity:**

Public Liability:	£10,000,000 minimum* any one event
Products Liability:	£10,000,000 minimum* for all claims in the aggregate during and one period of insurance
Pollution Liability:	As per Products Liability
Official's Indemnity:	As below

\*Please refer to your Policy Schedule for your exact Limit of Indemnity

Zurich's Public Liability cover includes financial loss for your councillors. We indemnify them in respect of all sums which you may become legally liable to pay as damages and claimants costs and expenses for financial loss arising as a result of a negligent act or accidental error or omission, alleged or committed.

Whilst other insurers will offer separate officials indemnity; we feel our Public Liability cover offers a bespoke solution for the needs of Parish and Town Councils

### Excess:

Public Liability/Products Liability/Pollution Liability: £100 each and every claim in respect of Third Party Property Damage

### Indemnity to Principals

Covers include a standard Indemnity to Principals Clause in respect of contractual obligations.

### Full Policy

The policy documents should be referred to for details of full cover.

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

Mrs Caroline Scott  
Buckland and Chipping Parish Council  
Lye End Farm  
Mill End  
Sandon  
Buntingford  
Hertfordshire  
SG9 0RS

## Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720863633
Insured	Buckland and Chipping Parish Council
Business	Parish / Town Council
Period of Insurance	
From	01 <sup>st</sup> June 2025
To	31 <sup>st</sup> May 2026
and any other period for which cover has been agreed.	
Renewal Premium	£ 556.52

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	150549444
Long term agreement active until	01 <sup>st</sup> June 2028
Preparation Date	06 <sup>th</sup> April 2025
Prepared by	Mr Matthew Murray
Policy Form Reference	MLAACH09

### Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

## Statement of Fact

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect:

- Your organisation has not had any third-party inspections with a grading of Inadequate, Requires Urgent Improvement, Weak or Unsatisfactory
- You have in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse
- You carry out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process
- All Employees and **volunteers** engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training
- You have one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse
- You retain employment records, safeguarding checks, safeguarding policies and procedures and safeguarding records for at least the prevailing regulatory best practice period.

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect, and you become non-compliant with any of the above statements, you must tell us, as it may affect your ability to claim under this policy.

## Important information

### Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

## Lines of Cover applying

### Part C – All risks

#### Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

#### Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Outdoor Equipment	£39,313.85	£100
Office Equipment	£1,955.51	£100
Gala Tent and accesories	£2,939.95	£100
Tables and benches	£2,190.71	£100
Large Table Trolley	£451.51	£100
Staging and accesories	£2,635.46	£100
BBQ	£2,341.06	£100

The excess stated applies to each and every loss.

**Operative Endorsements:** 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

**Part E – Public liability**

**Limit of Indemnity:** £12,000,000

**Operative Endorsements:** None

**Part G – Employers liability**

**Limit of Indemnity:** £10,000,000

**Operative Endorsements:**

None



**Part H – Libel and slander****Sum Insured**

£250,000

**Excess:** 10% each and every claim or £1,000 whichever is the lower**Operative Endorsements**

None

## Part N – Fidelity guarantee

**Persons Guaranteed:**  
All **members** and **employees**

**Sum Guaranteed**  
£250,000

**Excess:** £100 each and every loss

## Operative Endorsements:

None

## Part O – Personal accident

The cover		
Category:	Insured Persons:	Operative Time:
A	Employees	Engaged in Usual Occupation including Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>
B	<b>member</b>	Engaged in the <b>business</b> including undertaking Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>
C	<b>volunteer</b>	Engaged in the <b>business</b> including undertaking Journeys and whilst commuting directly between place of residence and usual place of <b>business</b>
D	key personnel as follows:	24 hours per day engaged in any activity worldwide not excluded from this cover.

Excesses	
Excesses:	Not applicable

Table of benefits				
Benefit:	Category:			
	A	B	C	D
1. Death	£50,000.00	£50,000.00	£50,000.00	£Nil
2. Loss of Limb (one or more) and/or Loss of Sight (in one or both eyes)	£50,000.00	£50,000.00	£50,000.00	£Nil
3A. Total Loss of Hearing (in both ears) and/or Total Loss of Speech	£50,000.00	£50,000.00	£50,000.00	£Nil
3B. Total Loss of Hearing in one ear	25% of 3A	25% of 3A	25% of 3A	25% of 3A
4. Permanent Total Disablement	£50,000.00	£50,000.00	£50,000.00	£Nil
5. Permanent Partial Disablement	See section	See section	See section	See section

	2.16	2.16	2.16	2.16
6. Paraplegia	£75,000	£75,000	£75,000	£Nil
7. Quadriplegia	£125,000	£125,000	£125,000	£Nil
8. Temporary Total Disablement	£200.00 per week	£200.00 per week	£200.00 per week	£Nil
9. Temporary Partial Disablement	50% of 8 or Nil	50% of 8 or Nil	50% of 8 or Nil	50% of 8 or Nil
Benefit Period – temporary disablement	104 weeks	104 weeks	104 weeks	104 weeks
Deferment Period – temporary disablement	0 days	0 days	0 days	0 days
<b>Operative endorsements</b>				
<b>Endorsement title:</b>	<b>Endorsement wording:</b>			
1	Special Exclusion 2 of Section 3 is inoperative provided always that the <b>insurer</b> will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90			

**Part P – Legal expenses****Insured Incidents:**

1. Employment Disputes and Compensation Awards	Operative
2. Legal Defence	Operative
3. Statutory Licence Appeal	Operative
4. Contract Disputes	Inoperative
5. Debt Recovery	Inoperative
6. Property Protection and Bodily Injury	Operative
7. Tax Protection	Operative

**Limit of Indemnity:** £100,000

**Operative Endorsements: None**

## General Notes

### 1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

### 2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing [Customers.team@uk.zurich.com](mailto:Customers.team@uk.zurich.com). Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

### 3. Bonus and fee structure

Employees and businesses who carry out work for ZIC UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

## Claims contact information

Although we'd all like to control the future, sometimes accidents are unavoidable. That's why we've made it as easy as possible to make a claim. More information can be found [here](#). Ready to make a claim? Please use the contact details below to ensure you're connected to the right team:

Type of Claim	Claims team	Claims contact details
Buildings, contents including 'All Risks' items	Property Claims	<b>Online:</b> <a href="https://propertyclaims.zurich.co.uk/index.html">https://propertyclaims.zurich.co.uk/index.html</a> <b>Tel:</b> 0800 028 0336 <b>Email:</b> <a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a> <b>Address:</b> Zurich Municipal Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Business interruption		
Money		
Works in progress		
Public liability	Liability Claims	<b>Online:</b> <a href="https://liabilityclaims.zurich.co.uk/index.html">https://liabilityclaims.zurich.co.uk/index.html</a> <b>Tel:</b> 0800 783 0692 <b>Email:</b> <a href="mailto:fnlc@uk.zurich.com">fnlc@uk.zurich.com</a> <b>Address:</b> Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB
Employers liability		
Personal assault under Money		
Personal accident		
Financial and administrative liability	Motor Claims	<b>Online:</b> <a href="https://motorclaims.zurich.co.uk/index.html">https://motorclaims.zurich.co.uk/index.html</a> <b>Tel:</b> 0800 916 8872 <b>Email:</b> <a href="mailto:zmnewmotorclaims@uk.zurich.com">zmnewmotorclaims@uk.zurich.com</a> <b>Address:</b> Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Motor Claims		
Legal Expenses	DAS Legal Claims	<b>Tel:</b> 0117 934 2116

### How to make a claim:

1. You can make a claim using the online portal, by email or phone using the contact details above.
2. A claim form may be sent for you to complete, or you may be asked to send details in writing.
3. If you have any questions, please call the relevant office for guidance.
4. For out of hours help/emergency property losses - please contact 0800 028 0336

**DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH  
Registered in England and Wales | Company Number 103274 Website: [www.das.co.uk](http://www.das.co.uk)  
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority  
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Law Limited Head and Registered Office:**

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL  
Registered in England and Wales | Company Number 5417859 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)  
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Zurich Municipal is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

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## Buckland and Chipping Parish Council

## Fixed Assets and Long Term Investments

Asset Description	Date Acquired	Purchase Value	Current Value	Location /Responsibility	Estimated Life	Usage/Capacity	Charges
<b>Administration</b>							
Laptop computer	2020	332.00		Lye End Farm, Sandon S			
Printer	2010	300.00		4 Chipping Hall Cottages			
		<b>632.00</b>					
<b>Events</b>							
2x BUFFALO FREESTANDING GAS CHARGF	22/07/2024	2,229.58	2,229.58	Lye End Farm, Sandon S	10yrs		
Large Table Trolley	23/7/2024	358.34	358.34	Buckland Barn, Buckland	10yrs		
Portable Dolly	24/07/2024	199.99	199.99	Buckland Barn, Buckland	10yrs		
12x Contour25 Stacking Bench (6/10) 1830 x 2	23/07/2024	974.48	974.48	Buckland Barn, Buckland	10yrs		
2m x 4m Portable Stage Kit	24/07/2024	1,549.99	1,549.99	Buckland Barn, Buckland	10yrs		
2x Gala tent with ground bars, pole & canopy b	22/07/2024	2,800.00	2,800.00	Buckland Barn, Buckland	10yrs		
6x Contour25 Folding Table (6/27) 1830 x 685n	23/07/2024	764.18	764.18	Buckland Barn, Buckland	10yrs		
Beacon	30/04/2024	150.00	150.00	Top of Dawes Lane/Cllr R	3yrs		
gazebo	2021	83.00		Buckland common			
Old Barbeque	unknown		1.00	St Andrews Church Buckl			
SubZero P810 10" Bluetooth PA System with M	24/07/2024	749.99	749.99	4 Chipping Hall Cottages	10yrs		
		<b>9,859.55</b>	<b>9,777.55</b>				
<b>General</b>							
16 Soft Chairs	2022	40.00	40.00	St Andrews Church Buckl			
AED defibrillator cabinets	2015	790.00		Buckland and Chipping			
church floor grille	2014	455.00		St Andrews Church Buckl			
Extension Lead	06/06/2024	43.98	43.98	Lye End Farm, Sandon S	10yrs		
Salt bin	5/2/2025	219.99	219.99	Lye End Farm, Sandon S	10yrs	350ltr	
Salt bins	2014	324.00		1 outside Chipping Hall. 1			
		<b>1,872.97</b>	<b>303.97</b>				



Buckland and Chipping Parish Council  
Fixed Assets and Long Term Investments

Asset Description	Date Acquired	Purchase Value	Current Value	Location /Responsibility	Estimated Life	Usage/Capacity	Charges
Maintenance							
2x Bus Shelter - Buckland	2009	9,700.00		1 outside 9 Hillview, Buck			
2x Bus Shelter - Chipping	2010	9,830.00		1 outside Chipping Hall, C			
2x Footpath info board	2010	1,653.00		1 beside River Rib bridge			
2x Oak Noticeboards	2010	2,249.00		1 outside Oak Cottage, C			
Church furniture 12 folding chairs, 4 folding tab	2009	965.00		St Andrews Church Buckl			
Commemorative sundial	2014	266.00		St Andrews Churchyard E			
Dawes Lane notice	pre 2000	1.00		Dawes Lane			
Dog waste bin	2014	830.00		Buckland and Chipping			
Elmwood bench	2021	672.00		St Andrews Churchyard E			
picnic tables	2010	675.00		1 on Buckland Common,			
telepone kiosks	2010	2.00		Whitely land buckland, ch			
		26,843.00					
Grand Total:		39,207.52	10,081.52				

## Buckland and Chipping Parish Council

## Fixed Assets and Long Term Investments

Asset Description	Date Acquired	Purchase Value	Current Value	Location /Responsibility	Estimated Life	Usage/Capacity	Charges
<b>Administration</b>							
Laptop computer	2020	332.00		Lye End Farm, Sandon S			
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		<b>632.00</b>					
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2m x 4m Portable Stage Kit	24/07/2024	1,549.99	1,549.99	Buckland Barn, Buckland	10yrs		
2x Gala tent with ground bars, pole & canopy b	22/07/2024	2,800.00	2,800.00	Buckland Barn, Buckland	10yrs		
6x Contour25 Folding Table (6/27) 1830 x 685n	23/07/2024	764.18	764.18	Buckland Barn, Buckland	10yrs		
Beacon	30/04/2024	150.00	150.00	Top of Dawes Lane/Cllr R	3yrs		
Calor Gas Cannister	06/05/2025	70.00	70.00	Buckland Barn, Buckland	10yrs	13kg	
gazebo	2021	83.00		Buckland common			
Old Barbeque	unknown		1.00	St Andrews Church Buckl			
SubZero P810 10" Bluetooth PA System with M	24/07/2024	749.99	749.99	4 Chipping Hall Cottages	10yrs		
		<b>9,929.55</b>	<b>9,847.55</b>				
<b>General</b>							
16 Soft Chairs	2022	40.00	40.00	St Andrews Church Buckl			
AED defibrillator cabinets	2015	790.00		Buckland and Chipping			
church floor grille	2014	455.00		St Andrews Church Buckl			
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		<b>1,872.97</b>	<b>303.97</b>				

## Buckland and Chipping Parish Council

## Fixed Assets and Long Term Investments

Asset Description	Date Acquired	Purchase Value	Current Value	Location /Responsibility	Estimated Life	Usage/Capacity	Charges
<b>Maintenance</b>							
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2x Footpath info board	2010	1,653.00		1 beside River Rib bridge			
2x Oak Noticeboards	2010	2,249.00		1 outside Oak Cottage, C			
Church furniture 12 folding chairs, 4 folding tab	2009	965.00		St Andrews Church Buckl			
Commemorative sundial	2014	266.00		St Andrews Churchyard E			
Dawes Lane notice	pre 2000	1.00		Dawes Lane			
Dog waste bin	2014	830.00		Buckland and Chipping			
Elmwood bench	2021	672.00		St Andrews Churchyard E			
picnic tables	2010	675.00		1 on Buckland Common,			
telephone kiosks	2010	2.00		Whitely land buckland, ch			
		<b>26,843.00</b>					
<b>Grand Total:</b>		<b>39,277.52</b>	<b>10,151.52</b>				

# Claim a VAT refund as an organisation not registered for VAT

Confirm customer reference number Yes

## Organisation details

Customer reference number XYV126000106951

Organisation name Buckland and Chipping Parish Council

Organisation type Local authority or similar

Changed bank or address details No

## Claim details

Claim is £100 or more Yes

Start date 1 April 2024

End date 31 March 2025

## Invoice details

Upload or enter invoice details Upload a file summarising all the invoice details

Upload invoice file Invoice-details-VAT-refund-claim 2024-2025.xlsx

## Total amount of VAT you paid

Paid amount £2,304.91

## Total refund amount you are claiming

Amount of VAT you are claiming The total amount of VAT paid: £2,304.91

## Contact details

Full name	Caroline Scott
Role in organisation	Clerk
Email consent	Yes, I have read the guidance and understand and accept the risks of email
Contact email	A different email address
Other contact email	clerk@bucklandandchipping.org.uk
Telephone number	+447542758948

## Submission details

Submission date	2 Apr 2025 13:21
Submission reference	ZELX-X4HQ-4CP6
Submission mark	15db658022e8c8b1611fa38e4658fa7e4ba7ceb4071646f21eacacc9cf08a488

Buckland and Chipping Parish Council  
PAYMENTS (AWAITING AUTHORISATION) LIST

Vouche	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
86	PC Assets	04/03/2025		Unity Bank	9303844465	Assets	Seton	S	219.99	44.00	263.99
86	PC Assets	04/03/2025		Unity Bank	9303844465	Assets	Seton	S	5.95	1.19	7.14
											<b>271.13</b>
9	Kiosks & Electric	13/03/2025		Unity Bank	IN10175843	Electricity for AEDs	NPower	L			
88	Office & Admin	31/03/2025		Unity Bank	INV-9616	Administration	Scribe	S	276.00	55.20	331.20
											<b>331.20</b>
87	Newsletter	31/03/2025		Unity Bank	5499	Administration	Linards Ltd	Z	52.00		52.00
											<b>52.00</b>
89	Payroll Service	31/03/2025		Unity Bank	TPJ/P1969	Administration	TP Jones & Co Ltd	S	68.88	13.77	82.65
											<b>82.65</b>
90	Bank Charges	31/03/2025		Unity Bank	service charge	bank charge	Unity Bank	Z	6.00		6.00
											<b>6.00</b>
Total									628.82	114.16	742.98

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Role

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Role

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Role



# BuntingfordTownCouncil

The Manor House – High Street  
Buntingford – Hertfordshire – SG9 9AB

Parish Clerk,  
Buckland and Chipping Parish Council.

Invoice Date 1<sup>st</sup> April 2025

Invoice No **03578**

Due Date 1<sup>st</sup> April 2025

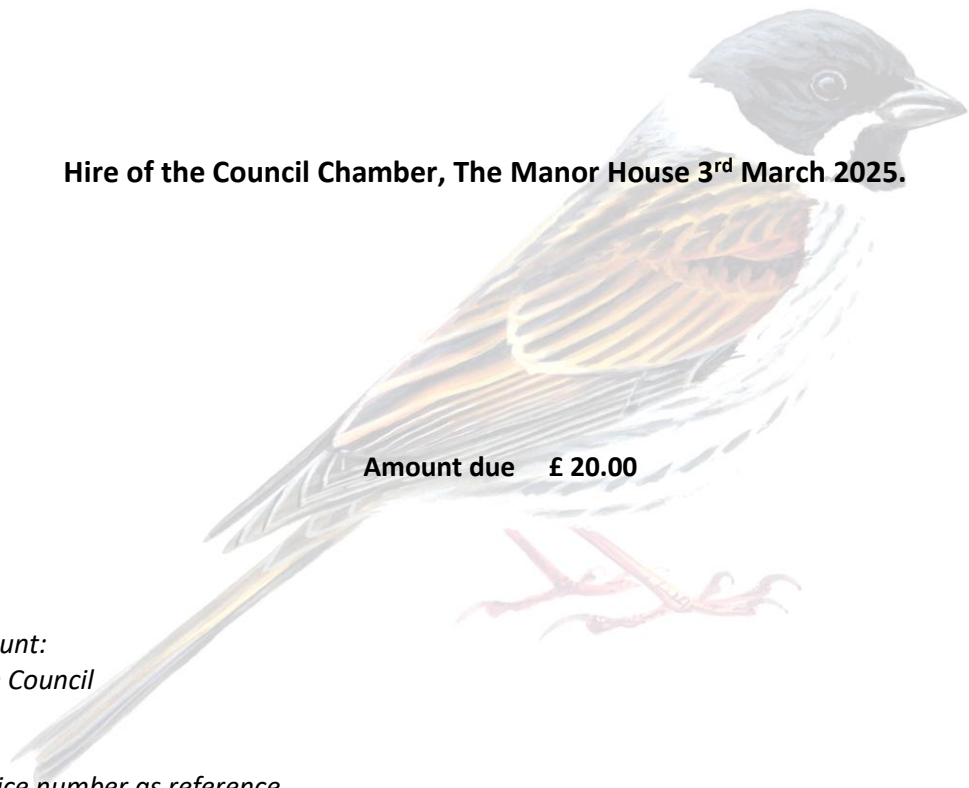
To:-

**Hire of the Council Chamber, The Manor House 3<sup>rd</sup> March 2025.**

**Amount due   £ 20.00**

*Please credit account:  
Buntingford Town Council  
10220604  
20-73-26*

*Please quote invoice number as reference.  
Thank-you*



# Buckland & Chipping Parish Council 2024-25

## Employer's Tax Summary

Jan-2025 to Mar-2025

All Employees, Layout: Basic

Employee	Total Payments	Tax Deducted	Employee NIC	Net Pay	Employer NIC
C F Scott	577.20	-18.00		595.20	
<b>Total</b>	<b>577.20</b>	<b>-18.00</b>	<b>0.00</b>	<b>595.20</b>	<b>0.00</b>

## Employer Totals:

	PAYE Quarter
<b>Total Net Pay</b>	<b>595.20</b>
<b>TAX:</b>	
PAYE Tax	-18.00
<b>Total Tax Due</b>	<b>-18.00</b>
<b>NIC:</b>	
<b>Total Tax &amp; NIC Due</b>	<b>-18.00</b>
<b>HMRC ACCOUNT:</b>	
Tax & NIC due for Q4	-18.00
<b>Payment for Q4</b>	<b>0.00</b>
Credit Amount due at year end	-18.00
<b>OTHER PAYMENTS:</b>	
<b>TOTAL NET OUTLAY</b>	<b>577.20</b>

Amounts shown in the PAYE Quarter column are the totals for all the pay periods in that PAYE Quarter.



Buckland & Chipping Parish Council

Invoice: 2526/20  
Date: 1<sup>st</sup> April 2025

## INVOICE

Annual subscription for membership 1<sup>st</sup> April 2025 to 31<sup>st</sup> March 2026

HAPTC	£139.20
Affiliation to NALC @8.34p per elector	£18.93
<b>Total payable</b>	<b>£158.13</b>

**PREFERRED payment method: BACS:**

- Sort code 60-83-01
- Account 20361897
- Name for confirmation of payee: **Hertfordshire Asso**
- Reference: **invoice number**

*Please only pay by cheque when strictly necessary.*

- *Ensure the **invoice number is on the back***
- *Payable to: Hertfordshire Association of Parish and Town Councils*
- *Please contact [sue@haptc.org.uk](mailto:sue@haptc.org.uk) for current postal address*



# INVOICE

Buckland and Chipping Parish Council  
Lye End Farm, Sandon, HERTS SG9 0RS

**Invoice Date**  
10 Apr 2025

Ct gardens ltd

**Invoice Number**  
INV-0167

Description	Quantity	Unit Price	Amount GBP
Buckland and Chipping Parish Council Grass cutting 31/03/2025	1.00	190.00	190.00
Subtotal			190.00
TOTAL NO VAT			0.00
TOTAL GBP			190.00

**Due Date: 24 Apr 2025**

C T GARDENS Limited  
Sort; 30-99-50.  
Acc; 52640868

# Linards Ltd

16 Mead Business Centre, Mead Lane  
Hertford, Hertfordshire, SG13 7BJ  
United Kingdom

Website [linards.co.uk](http://linards.co.uk)  
Telephone: 01992 526170  
Email [debbie@linards.co.uk](mailto:debbie@linards.co.uk)



## Invoice To:

Caroline Scott  
Buckland & Chipping Parish Council  
Lye End Farm  
Sandon  
Herts  
SG9 0RS

Invoice Date

02/05/2025

Due Date

01/06/2025

Reference

42964

Invoice Number

5558

## SALES INVOICE

Description	Qty	Total	VAT %	Net
Buckland & Chipping Newsletter x150 copies Issue number 125	1.00	52.00	0.00	52.00

VAT Rate	Net	VAT	Total Net	52.00
Exempt 0.00% (0.00%)	£52.00	£0.00	Total VAT	0.00
			<b>TOTAL</b>	<b>£52.00</b>

Registered in England and Wales No. 6308624 , VAT Registration Number GB 916204841  
Registered Address 16 Mead Business Centre, Mead Lane, Hertford, Hertfordshire, SG13 7BJ, United Kingdom

BACS Payments to:  
Sort Code: 60-23-07  
A/C 73060984  
BIC: NWBK GB2L

Buckland and Chipping Parish Council  
Lye End Farm  
Mill End  
Sandon  
Buntingford  
Hertfordshire  
SG9 0RS

**Zurich Town, Parish and  
Community Council Team**  
**PO Box 726**  
**Chichester**  
**PO19 9PS**

## Invoice

Invoice Date: 6th April 2025

Invoice No: 543372649

Client ref: 3737439

Policy	Policy Term	(£) Premium
YLL-2720863633	01/06/2025-31/05/2026	496.90
Inspection Contract (If Applicable)		0.00
Sub total		496.90
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		59.62
<b>TOTAL</b>		<b>£556.52</b>

**Payment is due before your cover starts, or immediately if your cover is already in place.**

Please make cheques payable to **Zurich Municipal** and send to **Zurich Town, Parish and Community Council Team, PO Box 726, Chichester, PO19 9PS**

**If paying by BACS, please note our new bank details and amend your records accordingly.**

Acc Name: Zurich Town & Parish, Insurer Trust Account      Acc Number: 23110249  
Sort Code: 20 – 65 - 82      Bank: Barclays Bank PLC

Please quote your Client Reference on all BACS transactions

### Invoice Queries

Phone: 0800 917 9531

Email: [renewals.team@uk.zurich.com](mailto:renewals.team@uk.zurich.com)

Our VAT registration number is: 107 8316 77

**Zurich Municipal is a trading name of Zurich Insurance Company Ltd.** A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

Buckland and Chipping Parish Council  
Lye End Farm  
Mill End  
Sandon  
Buntingford  
Hertfordshire  
SG9 0RS

**Zurich Town, Parish and  
Community Council Team**  
**PO Box 726**  
**Chichester**  
**PO19 9PS**

## Remittance Advice

Invoice Date: 6th April 2025

Invoice No: 543372649

Client ref: 3737439

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<b>TOTAL</b>		<b>£556.52</b>

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Sort Code: 20 – 65 - 82      Bank: Barclays Bank PLC  
Please quote your Client Reference on all BACS transactions

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

Collar Factory, Suite 2.01  
112 St. Augustine Street  
Taunton  
Somerset  
TA1 1QN  
Tel: 01823 253646  
Email: [finance@slcc.co.uk](mailto:finance@slcc.co.uk)



Buckland & Chipping Parish Council  
Lye End Farm  
Sandon  
Buntingford  
herts  
SG9 0RS

**Invoice**

Invoice No	QL203999-3
Invoice Date	19/03/2025
Reference	

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1	CiLCA Deferral Fee (Buckland and Chipping Parish Council): Caroline Scott (CiLCA - England)	£37.50	£37.50	0.00	£0.00

Total Net Amount	£37.50
Total Tax Amount	£0.00
Invoice Total	£37.50

**Payment Due:** 19/04/2025

**REMITTANCE**

*Detach and return with payment*

Invoice Number:	QL203999-3
Client:	Buckland & Chipping Parish Council
Date:	
Amount Enclosed:	

The Society of Local Council Clerks is a company limited by guarantee and is registered in England and Wales with Company Registration No 10566132; registered office as above.

Pay by BACS to Unity Trust Bank using - Sort Code 60-83-01 A/C No. 20314459 Ref: QL203999-3

Beracah Express Ltd  
BP Odsey Service Station  
Baldock Road  
Baldock  
Herts  
SG7 6SB  
Tel: 01462 337 040  
165 1187 12

Patio 13 Kg	200478	£ 71.59 2
Dump Zero VAT	000456	70.00 0

**TOTAL £ 141.59**

AMEX £ 141.59

CUSTOMER RECEIPT

Card payment

APPROVED

Receipt no. 5844  
Date/Time 06.05.2025 18:20:54  
Application name AMERICAN EXPRESS  
AID A000000025010801  
Card XXXXXXXXXXXX3004  
Auth Code 819711  
Action code 00000030/00  
Terminal ID 31113288  
Transaction number 436  
Merchant ID 9422467738  
Entry Mode Chip  
STAN/BATCH 305884/3307  
CVM PIN  
Amount 141.59 GBP  
00 GEN.NR: 11 141,59

VAT Summary

VAT Rate	Ex VAT	VAT	Incl VAT
0.00%	70.00	0.00	70.00 0
5.00%	68.18	3.41	71.59 2
Totals	138.18	3.41	141.59

STID : 1/1 POS: 1 Op.: 11  
Tr.No: 486 Date: 06/05/2025 18:21



Thank You  
Please Come Again

Drive Carefully



# INVOICE

Buckland and Chipping Parish Council  
Lye End Farm, Sandon, HERTS SG9 0RS

**Invoice Date**  
7 May 2025

Ct gardens ltd

**Invoice Number**  
INV-0175

Description	Quantity	Unit Price	Amount GBP
Buckland and Chipping Parish Council Grass cutting 16/04/2025 30/04/2025	2.00	190.00	380.00
Subtotal			380.00
TOTAL NO VAT			0.00
TOTAL GBP			380.00

**Due Date: 21 May 2025**

C T GARDENS Limited  
Sort; 30-99-50.  
Acc; 52640868



**BILL-TO ADDRESS: 10R11323060**

BUCKLAND & CHIPPING PARISH COUNCIL  
MILL END  
LYE END FARM  
SANDON  
BUNTINGFORD  
SG9 0RS

**DELIVERY ADDRESS: 10R11323060**

BUCKLAND & CHIPPING PARISH COUNCIL  
SANDON  
MILL END  
LYE END FARM  
SANDON  
BUNTINGFORD  
SG9 0RS  
UNITED KINGDOM



Attn: CAROLINE SCOTT

**INVOICE 9303844465**

Date:	04.02.2025	Carrier and Service:	BEST WAY STANDARD	We are your vendor:	
Your PO number:	CAROLINESCOTT31.01.2	Terms of delivery:	EXW EX WORKS	Original Quote:	
Payment terms:	Within 30 days Due net	Order placed by:	CAROLINE SCOTT	Our order ref:	WK00397316
Delivery:		Delivery Date:	04.02.2025		
Customer:	10R11323060 / 10R11323060	Your Vat Number:			

Line#	Part Number	Quantity	List Price	Net Price	Net Total	Tax
Origin	Description					Code
000010	304QNB100	1 EA	219.99	219.99	219.99 GBP	AP
GB	350 LITRE YELLOW GRIT BIN					
Pref.	Commodity Code: 3926909790					

**Customs Information**

Indicator	Country Of Origin	Commodity Code	Net Value
Pref.	GB	3926909790	219.99 GBP
Total Net Value for Pref.Origin:			219.99 GBP

Indicator	Country Of Origin	Commodity Code	Net Value
Total Net Value for N-Pref.Origin:			0.00 GBP

Code	VAT-%	Cur	Tax Base	Tax Amt
AP	20.00%	GBP	225.94	45.19

Net Amount:	219.99 GBP
Freight:	5.95 GBP
VAT:	45.19 GBP

**Invoice total, to be paid before 06.03.2025: 271.13 GBP**

Please pay with reference \*\*\*9303844465\*\*\*

**BANK INFORMATION:**

Please remit Bank Transfer Payments to:  
Bank of America N.A., London  
Sort Code 16-50-50  
Account Number 67163073  
Confirmation of our bank account can be found at [seton.co.uk/bank\\_confirmation](http://seton.co.uk/bank_confirmation)

Please send BACS remittance advices to [uk\\_remittances@bradycorp.com](mailto:uk_remittances@bradycorp.com).  
For invoice queries, or to return the product please contact the customer service department on 01295 226666. To discuss the status of your account, please contact Accounts Receivable on 01295 272482 or email us at [Accounts@seton.co.uk](mailto:Accounts@seton.co.uk).

# Linards Ltd

16 Mead Business Centre, Mead Lane  
Hertford, Hertfordshire, SG13 7BJ  
United Kingdom

Website [linards.co.uk](http://linards.co.uk)  
Telephone: 01992 526170  
Email [debbie@linards.co.uk](mailto:debbie@linards.co.uk)



## Invoice To:

Caroline Scott  
Buckland & Chipping Parish Council  
Lye End Farm  
Sandon  
Herts  
SG9 0RS

**Invoice Date** 12/02/2025  
**Due Date** 14/03/2025  
**Reference** 42904  
**Invoice Number** 5499

## SALES INVOICE

Description	Qty	Total	VAT %	Net
Buckland & Chipping Newsletter x150 copies	1.00	52.00	0.00	52.00

VAT Rate	Net	VAT	Total Net	52.00
Exempt 0.00% (0.00%)	£52.00	£0.00	Total VAT	0.00
			<b>TOTAL</b>	<b>£52.00</b>

Registered in England and Wales No. 6308624 , VAT Registration Number GB 916204841  
Registered Address 16 Mead Business Centre, Mead Lane, Hertford, Hertfordshire, SG13 7BJ, United Kingdom

BACS Payments to:  
Sort Code: 60-23-07  
A/C 73060984  
BIC: NWBK GB2L

## INVOICE

Buckland and Chipping Parish Council (East Herts)

## Invoice Date

25 Mar 2025

Starboard Systems  
Limited

## Invoice Number

INV-9616

t/a Scribe Accounts  
PO Box 120

## Reference

Invoice 1 of 1 Service

period: June 1, 2025 - May

31, 2026 Total invoiced:

£276 of £276

North Walsham  
Norfolk

NR28 8BH

UNITED KINGDOM

## VAT Number

941 7451 20

Description	Quantity	Unit Price	VAT	Amount GBP
Scribe Accounts Renewal (2025)	1.00	276.00	20%	276.00
			Subtotal	276.00
			TOTAL VAT 20%	55.20
			<b>TOTAL GBP</b>	<b>331.20</b>

## Due Date: 31 May 2025

For BACS Payments :

Account Name: Starboard Systems Limited

Sort Code - 20-62-68

Account No. 33077306

Please see our website [www.scribeaccounts.com](http://www.scribeaccounts.com) for Terms and Conditions[View and pay online now](#)

## PAYMENT ADVICE

To: Starboard Systems Limited  
t/a Scribe Accounts  
PO Box 120  
North Walsham  
Norfolk  
NR28 8BH  
UNITED KINGDOM

## Customer

Buckland and Chipping Parish  
Council (East Herts)

## Invoice Number

INV-9616

## Amount Due

331.20

## Due Date

31 May 2025

## Amount Enclosed

Enter the amount you are paying above



**T P Jones & Co LLP**  
Chartered Certified Accountants

Email: [clerk@bucklandandchipping.org.uk](mailto:clerk@bucklandandchipping.org.uk)

Telephone: 01423 564975  
E-mail: [admin@tpjonesaccountants.co.uk](mailto:admin@tpjonesaccountants.co.uk)

[www.tpjonesaccountants.co.uk](http://www.tpjonesaccountants.co.uk)

FAO Caroline Scott, Clerk to:  
Buckland & Chipping Parish Council

19<sup>th</sup> March 2025

Invoice No. TPJ/P1969

**INVOICE**

Payroll Preparation for Buckland & Chipping Parish Council

April 2024 – March 2025

12 months @ £17.22 per quarter	£ 68.88
--------------------------------	---------

VAT @ 20%	£ 13.77
-----------	---------

<b>Total:</b>	<b>£ 82.65</b>
---------------	----------------

Payment Terms: 14 days settlement  
Bankers: Barclays Bank Harrogate  
Sorting Code: 20-37-13  
Account Number: 93517314

Cheques should be made payable to T P Jones & Co LLP

VAT Registration Number GB606 898500  
Company Number OC313167



First Floor, 23 Victoria Avenue, Harrogate HG1 5RD

Partners: T P Jones FCCA, D B Freeman ATT • Registered in England and Wales. Company Number OC313167

Defib Store Ltd  
Unit 1 Tideswell Business Park  
Whitecross Road  
Tideswell  
Derbyshire  
SK17 8NY  
Tel: 01298 872186  
accounts@defibstore.co.uk  
VAT Reg No: 211502667



INVOICE

Page 1

Buckland & Chipping Parish Council  
Lye End Farm  
Mill End  
Buntingford  
SG9 0RS

Invoice No	50432
Invoice Date	03/04/2025
Order No	TEL
Account Ref	BUCKL006

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1.00	iPAD SP1 replacement battery	205.000	205.00	20.00	41.00

Caroline Scott 07542 758948  
clerk@bucklandandchipping.org.uk

**PAID** with thanks

**Bank Details**  
**Sort Code: 60-01-33**  
**Account Number: 51163896**  
**Account Name: Defib Store Ltd**

Total Net Amount	£	205.00
Carriage Net	£	10.00
Total Tax Amount	£	43.00
Invoice Total	£	258.00

Buckland and Chipping Parish Council  
PAYMENTS (AWAITING AUTHORISATION) LIST

9 May 2025 (2025-2026)

Vouche	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
2	Hall Hire	03/04/2025		Unity Bank	INV 3578	Hire of hall	Buntingford Town Council	Z	20.00		20.00
											<b>20.00</b>
1	AED unit	03/04/2025		Unity Bank	46266	Property Maintenance	Defib Store	S	205.00	41.00	246.00
1	AED unit	03/04/2025		Unity Bank	46266	Property Maintenance	Defib Store	S	10.00	2.00	12.00
											<b>258.00</b>
4	HAPTC	28/04/2025		Unity Bank	2526/20	Subscription	HAPTC	X	158.13		158.13
											<b>158.13</b>
5	Grass Cutting	28/04/2025		Unity Bank	INV-0167	Grass Cutting	CT Gardens	Z	190.00		190.00
											<b>190.00</b>
9	Bank Charges	30/04/2025		Unity Bank		bank charge	Unity Bank	E	6.00		6.00
											<b>6.00</b>
3	Salary	12/05/2025		Unity Bank	End of 2024-2025	Salary	Caroline Scott	X	577.20		577.20
3	PAYE	12/05/2025		Unity Bank	End of 2024-2025	Salary	Caroline Scott	X	18.00		18.00
											<b>595.20</b>
6	Newsletter	12/05/2025		Unity Bank	5558	Printing	Linards Ltd	Z	52.00		52.00
											<b>52.00</b>
7	Insurance	12/05/2025		Unity Bank	543372649	Insurance	Zurich	E	556.52		556.52
											<b>556.52</b>
8	Training	12/05/2025		Unity Bank	QL203999-3	Training	SLCC	Z	37.50		37.50
											<b>37.50</b>
11	Grass Cutting	12/05/2025		Unity Bank	INV-0175	Grass Cutting	CT Gardens	Z	380.00		380.00
											<b>380.00</b>
10	Spring National Celebrations	12/05/2025		Unity Bank	BP Odsey BBQ gas	Assets	Beracah	E	70.00		70.00
10	Spring National Celebrations	12/05/2025		Unity Bank	BP Odsey BBQ gas	Assets	Beracah	L	68.18	3.41	71.59
											<b>141.59</b>
Total									2,348.53	46.41	2,394.94

Buckland and Chipping Parish Council  
PAYMENTS (AWAITING AUTHORISATION) LIST

9 May 2025 (2025-2026)

Vouche	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
<div>Prepared by: _____ Date: _____ <i>Name and Role</i></div> <div>Approved by: _____ Date: _____ <i>Name and Role</i></div> <div>Approved by: _____ Date: _____ <i>Name and Role</i></div>											

# Annual Governance and Accountability Return 2024/25 Form 2

To be completed only by Local Councils, Internal Drainage Boards and other smaller authorities\* where the higher of gross income or gross expenditure was £25,000 or less, that meet the qualifying criteria, and that wish to CERTIFY themselves as EXEMPT from a limited assurance review

## Guidance notes on completing Form 2 of the Annual Governance and Accountability Return 2024/25

1. Every smaller authority in England where the higher of gross income **or** gross expenditure was £25,000 or less **must**, after the end of each financial year, complete Form 2 of the Annual Governance and Accountability Return in accordance with *Proper Practices*, unless the authority:
  - a) does not meet the qualifying criteria for exemption; or
  - b) does not wish to certify itself as exempt
2. Smaller authorities where the higher of all gross annual income **or** gross annual expenditure **does not exceed** £25,000 and that meet the qualifying criteria as set out in the Certificate of Exemption **are able to declare themselves exempt** from sending the completed Annual Governance and Accountability Return to the external auditor for a limited assurance review **provided** the authority **completes**:
  - a) The **Certificate of Exemption**, page 3 and returns a copy of it to the external auditor **either** by email **or** by post (not both) **no later than 30 June 2025**. Failure to do so will result in reminder letter(s) for which the Authority will be charged £40 +VAT for each letter; and
  - b) The **Annual Governance and Accountability Return (Form 2)** which is made up of:
    - c) **Annual Internal Audit Report (page 4)** must be completed by the authority's internal auditor.
    - d) **Section 1 – Annual Governance Statement (page 5)** must be completed and approved by the authority.
    - e) **Section 2 – Accounting Statements (page 6)** must be completed and approved by the authority. **NOTE: Authorities certifying themselves as exempt SHOULD NOT send the completed Annual Governance and Accountability Return to the external auditor.**
3. The authority **must** approve Section 1 Annual Governance Statement **before** approving Section 2 Accounting Statements and both **must** be approved and published on the authority website/webpage **before 1 July 2025**.

## Publication Requirements

Smaller authorities **must** publish various documents on a publicly available website as required by the Accounts and Audit Regulations 2015, the Local Audit (Smaller Authorities) Regulations 2015 and the Transparency Code for Smaller Authorities. These include:

- **Certificate of Exemption**, page 3
- **Annual Internal Audit Report 2024/25**, page 4
- **Section 1 – Annual Governance Statement 2024/25**, page 5
- **Section 2 – Accounting Statements 2024/25**, page 6
- Analysis of variances
- Bank reconciliation
- Notice of the period for the exercise of public rights and other information required by Regulation 15 (2), Accounts and Audit Regulations 2015.

## Limited Assurance Review

Any smaller authority may request a limited assurance review. If so, the authority should not certify itself as exempt or complete the Certificate of Exemption. Instead it should complete Form 3 of the AGAR 2024/25 and return it to the external auditor together with the supporting documentation requested by the external auditor. The cost to the authority for the review will be **£210 +VAT**.

Provided that the authority certifies itself as exempt, and completes and publishes the documents listed under 'Publication Requirements', there is no requirement for the authority to have a review.

The Annual Governance and Accountability Return constitutes the annual return referred to in the Accounts and Audit Regulations 2015. Throughout, the words 'external auditor' have the same meaning as the words 'local auditor' in the Accounts and Audit Regulations 2015.

\*for a complete list of bodies that may be smaller authorities refer to schedule 2 to the Local Audit and Accountability Act 2014.

## Guidance notes on completing Form 2 of the Annual Governance and Accountability Return (AGAR) 2024/25, Sections 1 and 2

- An authority that wishes to declare itself exempt from the requirement for a limited assurance review must do so at a meeting of the authority after 31 March 2025. It should not submit its Annual Governance and Accountability Return to the external auditor. However, as part of a more proportionate regime, the authority **must** comply with the requirements of the Transparency Code for Smaller Authorities.
- The Certificate of Exemption must be returned to the external auditor no later than **30 June 2025**. Reminder letters will incur a charge of £40 +VAT for each letter.
- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this AGAR and the Certificate of Exemption. Proper Practices are found in the *Practitioners' Guide\** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end.
- The authority **should** receive and note the Annual Internal Audit Report before approving the Annual Governance Statement and the accounts.
- The Annual Governance Statement (Section 1) must be approved on the same day or before the Accounting Statements (Section 2) and evidenced by the agenda or minute references
- The Responsible Financial Officer (RFO) must certify the accounts (Section 2) before they are presented to the authority for approval. The authority must in this order; consider, approve and sign the accounts.
- The RFO is required to commence the public rights period as soon as practical after the date of the AGAR approval.
- Make sure that the AGAR is complete (no highlighted boxes left empty), and is properly signed and dated. Any amendments must be approved by the authority and properly initialled.
- Use the checklist provided below to review the AGAR for completeness at the meeting at which it is signed off.
- **You must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chair, and provide relevant authority owned generic email addresses and telephone numbers.**
- The authority must publish numerical and narrative explanations for significant variances in the accounting statements on **page 6**. Guidance is provided in the *Practitioners' Guide\** which may assist.
- Make sure that the accounting statements add up and the balance carried forward from the previous year (Box 7 of 2024) equals the balance brought forward in the current year (Box 1 of 2025).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the commencement date for the exercise of public rights of 30 consecutive working days which **must** include the first ten working days of July.
- The authority **must** publish, on the authority website/webpage, the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2025**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes been completed?		
	Have the dates set for the period for the exercise of public rights been published?		
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?		
Section 1	For any statement to which the response is 'no', is an explanation available for publication?		
Section 2	Has the Responsible Financial Officer signed the accounting statements before presentation to the authority for approval?		
	Has the authority's approval of the accounting statements been confirmed by the signature of the Chair of the approval meeting?		
	Has an explanation of significant variations been published where required?		
	Has the bank reconciliation as at <b>31 March 2025</b> been reconciled to Box 8?		
	Is an explanation of any difference between Box 7 and Box 8 available, should a question be raised by a local elector and/or an interested party?		
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? ( <i>Local Councils only</i> )		

**\*Governance and Accountability for Smaller Authorities in England – a Practitioners' Guide to Proper Practices**, can be downloaded from [www.nalc.gov.uk](http://www.nalc.gov.uk) or from [www.ada.org.uk](http://www.ada.org.uk)



## Certificate of Exemption – AGAR 2024/25 Form 2

To be completed by smaller authorities where the higher of gross income or gross expenditure did not exceed £25,000 in the year of account ended 31 March 2025, and that wish to certify themselves as exempt from a limited assurance review under Section 9 of the Local Audit (Smaller Authorities) Regulations 2015

There is no requirement to have a limited assurance review or to submit an Annual Governance and Accountability Return to the external auditor, **provided** that the authority has certified itself as exempt at a meeting of the authority after 31 March 2025 and a completed Certificate of Exemption is submitted no later than **30 June 2025** notifying the external auditor.

ENTER NAME OF AUTHORITY

certifies that during the financial year 2024/25, the higher of the authority's total gross income for the year **or** total gross annual expenditure, for the year did not exceed **£25,000**

Total annual gross income for the authority 2024/25:

ENTER AMOUNT £00,000

Total annual gross expenditure for the authority 2024/25:

ENTER AMOUNT £00,000

There are certain circumstances in which an authority will be **unable to certify itself as exempt**, so that a limited assurance review will still be required. If an authority **is unable to confirm the statements below then it cannot certify itself as exempt** and it **must** submit the completed Annual Governance and Accountability Return Form 3 to the external auditor to undertake a limited assurance review for which a fee of **£210 +VAT** will be payable.

By signing this **Certificate of Exemption** you are confirming that:

- The authority was in existence on 1st April 2021
- In relation to the preceding financial year (2023/24), the external auditor **has not**:
  - issued a public interest report in respect of the authority or any entity connected with it
  - made a statutory recommendation to the authority, relating to the authority or any entity connected with it
  - issued an advisory notice under paragraph 1(1) of Schedule 8 to the Local Audit and Accountability Act 2014 ("the Act"), and has not withdrawn the notice
  - commenced judicial review proceedings under section 31(1) of the Act
  - made an application under section 28(1) of the Act for a declaration that an item of account is unlawful, and the application has not been withdrawn nor has the court refused to make the declaration
- The court has not declared an item of account unlawful after a person made an appeal under section 28(3) of the Act.

If the above statements apply and the authority neither received gross income, nor incurred gross expenditure, exceeding £25,000, then the Certificate of Exemption can be signed and a copy submitted to the external auditor **either** by email **or** by post (not both).

The Annual Internal Audit Report, Annual Governance Statement, Accounting Statements, an analysis of variances and the bank reconciliation plus the information required by Regulation 15 (2), Accounts and Audit Regulations 2015 including the period for the exercise of public rights still need to be fully completed and, along with a copy of this certificate, published on the authority website/webpage\* before 1 July 2025.

**Signing this certificate confirms the authority will comply with the publication requirements.**

Signed by the Responsible Financial Officer

Date

SIGNATURE REQUIRED

DD/MM/YYYY

I confirm that this Certificate of Exemption was approved by this authority on this date:

DD/MM/YYYY

Signed by Chair

Date

SIGNATURE REQUIRED

DD/MM/YYYY

as recorded in minute reference:

MINUTE REFERENCE

Generic email address of Authority

ENTER AUTHORITY OWNED GENERIC EMAIL ADDRESS

Telephone number

TELEPHONE NUMBER

\*Published web address

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

**ONLY this Certificate of Exemption should be returned EITHER by email OR by post (not both) as soon as possible after certification to your external auditor, but no later than 30 June 2025. Reminder letters for late submission will incur a charge of £40 + VAT.**

# Annual Internal Audit Report 2024/25

ENTER NAME OF AUTHORITY

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

**During** the financial year ended 31 March 2025, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2024/25 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
<b>A.</b> Appropriate accounting records have been properly kept throughout the financial year.			
<b>B.</b> This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.			
<b>C.</b> This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.			
<b>D.</b> The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.			
<b>E.</b> Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.			
<b>F.</b> Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.			
<b>G.</b> Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.			
<b>H.</b> Asset and investments registers were complete and accurate and properly maintained.			
<b>I.</b> Periodic bank account reconciliations were properly carried out during the year.			
<b>J.</b> Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.			
<b>K.</b> If the authority certified itself as exempt from a limited assurance review in 2023/24, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2023/24 AGAR tick "not covered")</i>			
<b>L.</b> The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.			
<b>M.</b> In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(during the 2024-25 AGAR period, were public rights in relation to the 2023-24 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set)</i> .			
<b>N.</b> The authority has complied with the publication requirements for 2023/24 AGAR <i>(see AGAR Page 1 Guidance Notes)</i> .			

<b>O. (For local councils only)</b>	Yes	No	Not applicable
Trust funds (including charitable) – The council met its responsibilities as a trustee.			

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

DD/MM/YYYY

DD/MM/YYYY

DD/MM/YYYY

ENTER NAME OF INTERNAL AUDITOR

Signature of person who carried out the internal audit

SIGNATURE REQUIRED

Date

DD/MM/YYYY

\*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

\*\*Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

## Section 1 – Annual Governance Statement 2024/25

We acknowledge as the members of:

ENTER NAME OF AUTHORITY

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2025, that:

	Agreed		'Yes' means that this authority:
	Yes	No	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.			<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.			<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.			<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.			<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.			<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.			<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.			<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.			<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
			<i>has met all of its responsibilities where as a body corporate it is a sole managing trustee of a local trust or trusts.</i>

\*For any statement to which the response is 'no', an explanation must be published

This Annual Governance Statement was approved at a meeting of the authority on:

DD/MM/YYYY

and recorded as minute reference:

MINUTE REFERENCE

Signed by the Chair and Clerk of the meeting where approval was given:

Chair

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

### Information required by the Transparency Code (not part of the Annual Governance Statement)

The authority website/webpage is up to date and the information required by the Transparency Code has been published.	Yes	No

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

## Section 2 – Accounting Statements 2024/25 for

ENTER NAME OF AUTHORITY

	Year ending		Notes and guidance
	31 March 2024 £	31 March 2025 £	
<b>1.</b> Balances brought forward			<i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i>
<b>2.</b> (+) Precept or Rates and Levies			<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>
<b>3.</b> (+) Total other receipts			<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>
<b>4.</b> (-) Staff costs			<i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i>
<b>5.</b> (-) Loan interest/capital repayments			<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>
<b>6.</b> (-) All other payments			<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>
<b>7.</b> (=) Balances carried forward			<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>
<b>8.</b> Total value of cash and short term investments			<i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – <b>To agree with bank reconciliation.</b></i>
<b>9.</b> Total fixed assets plus long term investments and assets			<i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i>
<b>10.</b> Total borrowings			<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>

For Local Councils Only	Yes	No	N/A	
<b>11a.</b> Disclosure note re Trust funds (including charitable)				<i>The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.</i>
<b>11b.</b> Disclosure note re Trust funds (including charitable)				<i>The figures in the accounting statements above exclude any Trust transactions.</i>

I certify that for the year ended 31 March 2025 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

**Signed by Responsible Financial Officer before being presented to the authority for approval**

SIGNATURE REQUIRED

Date

DD/MM/YYYY

I confirm that these Accounting Statements were approved by this authority on this date:

DD/MM/YYYY

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chair of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

## Summary of Receipts and Payments

All Cost Centres and Codes

## Administration

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
3	Clerk Expenses				200.00		200.00	200.00 (100%)
4	Office & Admin				440.00	560.33	-120.33	-120.33 (-27%)
5	Payroll Service				70.00	137.76	-67.76	-67.76 (-96%)
6	Audit Costs				150.00	187.25	-37.25	-37.25 (-24%)
7	Website hosting				150.00	165.99	-15.99	-15.99 (-10%)
8	Insurance				460.00	527.23	-67.23	-67.23 (-14%)
9	Hall Hire				120.00	129.50	-9.50	-9.50 (-7%)
10	Election Reserve							(N/A)
11	Training				364.00	124.00	240.00	240.00 (65%)
12	Newsletter				330.00	332.00	-2.00	-2.00 (-0%)
13	Bank Charges					53.40	-53.40	-53.40 (N/A)
14	Other				350.00		350.00	350.00 (100%)
SUB TOTAL					2,634.00	2,217.46	416.54	416.54 (15%)

## Earmarked Reserves

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
36	Election costs				600.00		600.00	600.00 (100%)
SUB TOTAL					600.00		600.00	600.00 (100%)

## Events

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
27	Summer Event		10.00	10.00	900.00	557.60	342.40	352.40 (39%)
28	Winter Event				500.00	349.92	150.08	150.08 (30%)
33	Spring National Clebrations				500.00	641.98	-141.98	-141.98 (-28%)
SUB TOTAL			10.00	10.00	1,900.00	1,549.50	350.50	360.50 (18%)

## General

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
23	Poppy Wreath				20.00		20.00	20.00 (100%)
24	Kiosks & Electric				110.00		110.00	110.00 (100%)
25	AED				100.08		100.08	100.08 (100%)
26	Misc & Reserve							(N/A)
32	Bank Charges					18.00	-18.00	-18.00 (N/A)
34	CAB Donation				50.00	50.00		(0%)
39	Donation				50.00	115.60	-65.60	-65.60 (-131%)
41	PC Assets					9,109.68	-9,109.68	-9,109.68 (N/A)
SUB TOTAL					330.08	9,293.28	-8,963.20	-8,963.20 (-2715%)

## Summary of Receipts and Payments

All Cost Centres and Codes

Income		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
31	Precept	10,450.00	10,450.00					(0%)
35	Event Income	250.00	573.25	323.25				323.25 (129%)
37	VAT reclaim		384.42	384.42				384.42 (N/A)
38	Donation Received							(N/A)
40	Grant received		10,477.58	10,477.58				10,477.58 (N/A)
SUB TOTAL		10,700.00	21,885.25	11,185.25				11,185.25 (104%)

Litter Picking		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
29	Buckland Litter Pick				1,140.00	1,140.00		(0%)
30	Chipping Litter Pick				1,140.00	1,140.00		(0%)
SUB TOTAL					2,280.00	2,280.00		(0%)

Maintenance		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
19	Grass Cutting				2,280.00	2,090.00	190.00	190.00 (8%)
20	Dog Litter Bins				650.00	640.34	9.66	9.66 (1%)
21	Trees & Reserve				200.00		200.00	200.00 (100%)
22	Bus Shelter				600.00	300.00	300.00	300.00 (50%)
42	Property Repairs					103.31	-103.31	-103.31 (N/A)
SUB TOTAL					3,730.00	3,133.65	596.35	596.35 (15%)

Salary		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1	Salary				3,206.95	2,091.70	1,115.25	1,115.25 (34%)
2	PAYE					21.80	-21.80	-21.80 (N/A)
SUB TOTAL					3,206.95	2,113.50	1,093.45	1,093.45 (34%)

Subscriptions		Receipts			Payments			Net Position
Code	Title	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
15	HAPTC				147.00	146.84	0.16	0.16 (0%)
16	ICO				40.00	35.00	5.00	5.00 (12%)
17	SLCC					72.00	-72.00	-72.00 (N/A)
18	CPRE							(N/A)

Summary of Receipts and Payments

All Cost Centres and Codes

SUB TOTAL				187.00	253.84	-66.84	-66.84 (-35%)
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Summary

NET TOTAL	10,700.00	21,895.25	11,195.25	14,868.03	20,841.23	-5,973.20	5,222.05 (20%)
V.A.T.					2,316.55		
GROSS TOTAL		21,895.25			23,157.78		

## Buckland & Chipping Internal Audit Report

(To be read in conjunction with the Annual Internal Audit Report in the Annual Governance and Accountability Return)

Name of council:	Buckland & Chipping Parish Council		
Name of Internal Auditor:	Peter Evans	Date of report:	6 May 2025
Year ending:	31 March 2025	Date audit carried out:	Initial visit 28/4/25

*Internal audit is the periodic independent review of a council's internal controls resulting in an assurance report designed to improve the effectiveness and efficiency of the activities and operating procedures under the council's control. Managing the council's internal controls should be a day-to-day function of the council through its staff and management and not left for internal audit. It would be incorrect to view internal audit as the detailed inspection of all records and transactions of a council in order to detect error or fraud. This report is based on the evidence made available to me and consequently the report is limited to those matters set out below.*

***The council is required to take appropriate action on all matters raised in reports from internal and external audit and to respond to matters brought to its attention by internal and external audit. Failure to take appropriate action may lead to a qualified audit opinion.***

### To the Chairman of the Council:

I met Caroline Scott on-line to discuss the council business and to carry out the internal audit on 28<sup>th</sup> April 2025. Caroline is very well organised and has supplied me everything I need during the audit. She is a credit to the council.

I have completed the 2024/25 Annual Internal Audit Report and have completed as yes boxes A, B, C, D, E, G, H, I, J, K, L, M & N.

I have stated as 'not covered' box F as the council do not operate a petty cash account and 'O' as the council does not have any charities.

There are no, no boxes, well done..

My comments are below.

<b>A. Appropriate accounting records have been kept throughout the Year.</b>
--

<b>YES/NO</b>
---------------

I note that the council accounts use the Scribe accounting package.



<b>B. The authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved, and VAT was appropriately accounted for.</b>	<b>YES/NO</b>
--	---------------

I checked entries made in April, September, December 2024 and March 2025 and these seemed to be in order. It is noted that the Council follows the procedures stated in the Financial Regulations adopted by the council in July.

<b>C. The authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.</b>	<b>YES/NO</b>
---	---------------

There is a very comprehensive risk assessment document on file that the council adopted in May 2024.

<b>D. The Precept or rates requirement resulted from an adequate budgetary process, progress against the budget was regularly monitored; and reserves are appropriate.</b>	<b>YES/NO</b>
--	---------------

The budget process for 2025/26 commenced in Autumn 2024. The budget was agreed in December 2025, and the precept finalised in January 2025. However, the audit regulations state that the council, once it had decided the budget, should consider whether reserves could be used to reduce the precept demand. There is no evidence that this was considered.

The budget v expenditure/income progress has been considered over the year.

**Action: Buckland & Chipping Council are to ensure that once the budget is set, that the use of reserves is considered and minuted before the precept is set.**

<b>E. Expected income was fully received based on correct prices, properly recorded, and promptly banked; and VAT appropriately accounted for.</b>	<b>YES/NO</b> (Precept income)
--	-----------------------------------

<b>F. Petty Cash payments were properly supported by receipts, all petty cash expenditure was approved, and VAT appropriately accounted for.</b>	<b>YES/NO/NA</b>
--	------------------

<b>G. Salaries to employees and allowances to members were paid in accordance with the authority's approvals, and PAYE and NI requirements were properly applied.</b>	<b>YES/NO/NA</b>
---	------------------

The NALC 2024 pay award was finally agreed in November 2024. However, the increase has not been minuted under part 2 (confidential matters). This was reported last year.

**Action: Council to minute that they acknowledge the 2024 NALC pay award and ensure that the 2025 award is agreed as stated above.**

<b>H. Asset and investment registers were complete and accurate and properly maintained.</b>	<b>YES/NO</b>
--	---------------

<b>I. Periodic bank reconciliations were carried out throughout the year.</b>	<b>YES/NO</b>
---	---------------

The bank reconciliations are on each agenda for the council and are printed off of Scribe and signed by the Clerk and Chairman.

<b>J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cashbook, supported by an adequate audit trail from underlying records and, where appropriate, debtors and creditors were properly recorded.</b>	<b>YES/NO</b>
--	---------------

<b>K. If the authority certified itself as exempt from a limited assurance review in the prior year, it met the exemption criteria and correctly declared itself exempt.</b>	<b>YES/NO /NA</b>
--	-------------------

<b>L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation</b>	<b>YES/NO.</b>
--	----------------

It is noted that the papers are available on the Council website embedded into the agenda. However, the Model Publication Scheme needs updating to the version 3 as published by the ICO.

.

**Action: Council to adopt the Model Publication Scheme version 3 as published by the ICO.**

<b>M. The authority has, during the previous year, correctly provided for the period for the exercise of public rights as required by the Accounts and Audit regulations.</b>	<b>YES/NO</b>
---	---------------

The public rights were considered at the meeting of the council in June 2024. The dates were agreed but the notice should be dated the day after the meeting.

**Action: Council to include the date of the notice of public rights is at least the date after the date of the meeting at which this matter is considered.**

<b>N. The authority complied with the publication requirements for the prior year AGAR.</b>	<b>YES/NO</b>
---	---------------

The Council correctly considered the Section 1 of the AGAR then 2, then internal auditors report and public rights correctly in 2023/24. These are also correctly recorded on the website.

<b>O. Trust funds (including charitable) - the Council has met its responsibilities as a trustee.</b>	<b>YES/NO/NA</b>
---	------------------

Yours sincerely,

**Peter Evans**  
**Internal Auditor to the Council**  
e-mail [pe140814@gmail.com](mailto:pe140814@gmail.com)

The figures submitted in the Annual Governance and Accountability Return are:

	Year ending 31 March 2024	Year ending 31 March 2025
1. Balances brought forward	18,593	15,887
2. Annual precept	9,500	10,450
3. Total other receipts	1,739	11,445
4. Staff costs	3,001	2,114
5. Loan interest/capital repayments	0	0
6. Total other payments	10,935	21,044
7. Balances carried forward	15,887	14,624
8. Total cash and investments	15,887	14,624
9. Total fixed assets and long-term assets	29,167	39,208
10. Total borrowings	0	0

The proper practices referred to in Accounts and Audit Regulations are set out in *Governance and Accountability for Smaller Authorities in England (2022)*. It is a guide to the accounting practices to be followed by local councils, and it sets out the appropriate standard of financial reporting to be followed. A copy of the guide is available for free download from:

# Annual Governance and Accountability Return 2024/25 Form 2

To be completed only by Local Councils, Internal Drainage Boards and other smaller authorities\* where the higher of gross income or gross expenditure was £25,000 or less, that meet the qualifying criteria, and that wish to CERTIFY themselves as EXEMPT from a limited assurance review

## Guidance notes on completing Form 2 of the Annual Governance and Accountability Return 2024/25

1. Every smaller authority in England where the higher of gross income **or** gross expenditure was £25,000 or less **must**, after the end of each financial year, complete Form 2 of the Annual Governance and Accountability Return in accordance with *Proper Practices*, unless the authority:
  - a) does not meet the qualifying criteria for exemption; or
  - b) does not wish to certify itself as exempt
2. Smaller authorities where the higher of all gross annual income **or** gross annual expenditure **does not exceed** £25,000 and that meet the qualifying criteria as set out in the Certificate of Exemption **are able to declare themselves exempt** from sending the completed Annual Governance and Accountability Return to the external auditor for a limited assurance review **provided** the authority **completes**:
  - a) The **Certificate of Exemption**, page 3 and returns a copy of it to the external auditor **either** by email **or** by post (not both) **no later than 30 June 2025**. Failure to do so will result in reminder letter(s) for which the Authority will be charged £40 +VAT for each letter; and
  - b) The **Annual Governance and Accountability Return (Form 2)** which is made up of:
    - c) **Annual Internal Audit Report (page 4)** must be completed by the authority's internal auditor.
    - d) **Section 1 – Annual Governance Statement (page 5)** must be completed and approved by the authority.
    - e) **Section 2 – Accounting Statements (page 6)** must be completed and approved by the authority. **NOTE: Authorities certifying themselves as exempt SHOULD NOT send the completed Annual Governance and Accountability Return to the external auditor.**
3. The authority **must** approve Section 1 Annual Governance Statement **before** approving Section 2 Accounting Statements and both **must** be approved and published on the authority website/webpage **before 1 July 2025**.

## Publication Requirements

Smaller authorities **must** publish various documents on a publicly available website as required by the Accounts and Audit Regulations 2015, the Local Audit (Smaller Authorities) Regulations 2015 and the Transparency Code for Smaller Authorities. These include:

- **Certificate of Exemption**, page 3
- **Annual Internal Audit Report 2024/25**, page 4
- **Section 1 – Annual Governance Statement 2024/25**, page 5
- **Section 2 – Accounting Statements 2024/25**, page 6
- Analysis of variances
- Bank reconciliation
- Notice of the period for the exercise of public rights and other information required by Regulation 15 (2), Accounts and Audit Regulations 2015.

## Limited Assurance Review

Any smaller authority may request a limited assurance review. If so, the authority should not certify itself as exempt or complete the Certificate of Exemption. Instead it should complete Form 3 of the AGAR 2024/25 and return it to the external auditor together with the supporting documentation requested by the external auditor. The cost to the authority for the review will be **£210 +VAT**.

Provided that the authority certifies itself as exempt, and completes and publishes the documents listed under 'Publication Requirements', there is no requirement for the authority to have a review.

The Annual Governance and Accountability Return constitutes the annual return referred to in the Accounts and Audit Regulations 2015. Throughout, the words 'external auditor' have the same meaning as the words 'local auditor' in the Accounts and Audit Regulations 2015.

\*for a complete list of bodies that may be smaller authorities refer to schedule 2 to the Local Audit and Accountability Act 2014.

## Guidance notes on completing Form 2 of the Annual Governance and Accountability Return (AGAR) 2024/25, Sections 1 and 2

- An authority that wishes to declare itself exempt from the requirement for a limited assurance review must do so at a meeting of the authority after 31 March 2025. It should not submit its Annual Governance and Accountability Return to the external auditor. However, as part of a more proportionate regime, the authority **must** comply with the requirements of the Transparency Code for Smaller Authorities.
- The Certificate of Exemption must be returned to the external auditor no later than **30 June 2025**. Reminder letters will incur a charge of £40 +VAT for each letter.
- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this AGAR and the Certificate of Exemption. Proper Practices are found in the *Practitioners' Guide\** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end.
- The authority **should** receive and note the Annual Internal Audit Report before approving the Annual Governance Statement and the accounts.
- The Annual Governance Statement (Section 1) must be approved on the same day or before the Accounting Statements (Section 2) and evidenced by the agenda or minute references
- The Responsible Financial Officer (RFO) must certify the accounts (Section 2) before they are presented to the authority for approval. The authority must in this order; consider, approve and sign the accounts.
- The RFO is required to commence the public rights period as soon as practical after the date of the AGAR approval.
- Make sure that the AGAR is complete (no highlighted boxes left empty), and is properly signed and dated. Any amendments must be approved by the authority and properly initialled.
- Use the checklist provided below to review the AGAR for completeness at the meeting at which it is signed off.
- **You must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chair, and provide relevant authority owned generic email addresses and telephone numbers.**
- The authority must publish numerical and narrative explanations for significant variances in the accounting statements on **page 6**. Guidance is provided in the *Practitioners' Guide\** which may assist.
- Make sure that the accounting statements add up and the balance carried forward from the previous year (Box 7 of 2024) equals the balance brought forward in the current year (Box 1 of 2025).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the commencement date for the exercise of public rights of 30 consecutive working days which **must** include the first ten working days of July.
- The authority **must** publish, on the authority website/webpage, the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2025**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes been completed?		
	Have the dates set for the period for the exercise of public rights been published?		
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?		
Section 1	For any statement to which the response is 'no', is an explanation available for publication?		
Section 2	Has the Responsible Financial Officer signed the accounting statements before presentation to the authority for approval?		
	Has the authority's approval of the accounting statements been confirmed by the signature of the Chair of the approval meeting?		
	Has an explanation of significant variations been published where required?		
	Has the bank reconciliation as at <b>31 March 2025</b> been reconciled to Box 8?		
	Is an explanation of any difference between Box 7 and Box 8 available, should a question be raised by a local elector and/or an interested party?		
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? ( <i>Local Councils only</i> )		

**\*Governance and Accountability for Smaller Authorities in England – a Practitioners' Guide to Proper Practices**, can be downloaded from [www.nalc.gov.uk](http://www.nalc.gov.uk) or from [www.ada.org.uk](http://www.ada.org.uk)

## Certificate of Exemption – AGAR 2024/25 Form 2

To be completed by smaller authorities where the higher of gross income or gross expenditure did not exceed £25,000 in the year of account ended 31 March 2025, and that wish to certify themselves as exempt from a limited assurance review under Section 9 of the Local Audit (Smaller Authorities) Regulations 2015

There is no requirement to have a limited assurance review or to submit an Annual Governance and Accountability Return to the external auditor, **provided** that the authority has certified itself as exempt at a meeting of the authority after 31 March 2025 and a completed Certificate of Exemption is submitted no later than **30 June 2025** notifying the external auditor.

ENTER NAME OF AUTHORITY

certifies that during the financial year 2024/25, the higher of the authority's total gross income for the year **or** total gross annual expenditure, for the year did not exceed **£25,000**

Total annual gross income for the authority 2024/25:

ENTER AMOUNT £00,000

Total annual gross expenditure for the authority 2024/25:

ENTER AMOUNT £00,000

There are certain circumstances in which an authority will be **unable to certify itself as exempt**, so that a limited assurance review will still be required. If an authority **is unable to confirm the statements below then it cannot certify itself as exempt** and it **must** submit the completed Annual Governance and Accountability Return Form 3 to the external auditor to undertake a limited assurance review for which a fee of **£210 +VAT** will be payable.

By signing this **Certificate of Exemption** you are confirming that:

- The authority was in existence on 1st April 2021
- In relation to the preceding financial year (2023/24), the external auditor **has not**:
  - issued a public interest report in respect of the authority or any entity connected with it
  - made a statutory recommendation to the authority, relating to the authority or any entity connected with it
  - issued an advisory notice under paragraph 1(1) of Schedule 8 to the Local Audit and Accountability Act 2014 ("the Act"), and has not withdrawn the notice
  - commenced judicial review proceedings under section 31(1) of the Act
  - made an application under section 28(1) of the Act for a declaration that an item of account is unlawful, and the application has not been withdrawn nor has the court refused to make the declaration
- The court has not declared an item of account unlawful after a person made an appeal under section 28(3) of the Act.

If the above statements apply and the authority neither received gross income, nor incurred gross expenditure, exceeding £25,000, then the Certificate of Exemption can be signed and a copy submitted to the external auditor **either** by email **or** by post (not both).

The Annual Internal Audit Report, Annual Governance Statement, Accounting Statements, an analysis of variances and the bank reconciliation plus the information required by Regulation 15 (2), Accounts and Audit Regulations 2015 including the period for the exercise of public rights still need to be fully completed and, along with a copy of this certificate, published on the authority website/webpage\* before 1 July 2025.

**Signing this certificate confirms the authority will comply with the publication requirements.**

Signed by the Responsible Financial Officer

Date

SIGNATURE REQUIRED

DD/MM/YYYY

I confirm that this Certificate of Exemption was approved by this authority on this date:

DD/MM/YYYY

Signed by Chair

Date

SIGNATURE REQUIRED

DD/MM/YYYY

as recorded in minute reference:

MINUTE REFERENCE

Generic email address of Authority

ENTER AUTHORITY OWNED GENERIC EMAIL ADDRESS

Telephone number

TELEPHONE NUMBER

\*Published web address

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

**ONLY this Certificate of Exemption should be returned EITHER by email OR by post (not both) as soon as possible after certification to your external auditor, but no later than 30 June 2025. Reminder letters for late submission will incur a charge of £40 + VAT.**



# Annual Internal Audit Report 2024/25

ENTER NAME OF AUTHORITY

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

**During** the financial year ended 31 March 2025, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2024/25 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
<b>A.</b> Appropriate accounting records have been properly kept throughout the financial year.			
<b>B.</b> This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.			
<b>C.</b> This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.			
<b>D.</b> The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.			
<b>E.</b> Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.			
<b>F.</b> Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.			
<b>G.</b> Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.			
<b>H.</b> Asset and investments registers were complete and accurate and properly maintained.			
<b>I.</b> Periodic bank account reconciliations were properly carried out during the year.			
<b>J.</b> Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.			
<b>K.</b> If the authority certified itself as exempt from a limited assurance review in 2023/24, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2023/24 AGAR tick "not covered")</i>			
<b>L.</b> The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.			
<b>M.</b> In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(during the 2024-25 AGAR period, were public rights in relation to the 2023-24 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set)</i> .			
<b>N.</b> The authority has complied with the publication requirements for 2023/24 AGAR <i>(see AGAR Page 1 Guidance Notes)</i> .			

O. (For local councils only)	Yes	No	Not applicable
Trust funds (including charitable) – The council met its responsibilities as a trustee.			

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

DD/MM/YYYY DD/MM/YYYY DD/MM/YYYY

ENTER NAME OF INTERNAL AUDITOR

Signature of person who carried out the internal audit

SIGNATURE REQUIRED

Date

DD/MM/YYYY

\*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

\*\*Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).



## Section 1 – Annual Governance Statement 2024/25

We acknowledge as the members of:

ENTER NAME OF AUTHORITY

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2025, that:

	Agreed		
	Yes	No	'Yes' means that this authority:
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.			<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.			<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.			<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.			<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.			<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.			<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.			<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.			<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
			<i>has met all of its responsibilities where as a body corporate it is a sole managing trustee of a local trust or trusts.</i>

\*For any statement to which the response is 'no', an explanation must be published

This Annual Governance Statement was approved at a meeting of the authority on:

DD/MM/YYYY

and recorded as minute reference:

MINUTE REFERENCE

Signed by the Chair and Clerk of the meeting where approval was given:

Chair

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

### Information required by the Transparency Code (not part of the Annual Governance Statement)

The authority website/webpage is up to date and the information required by the Transparency Code has been published.	Yes	No

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

## Section 2 – Accounting Statements 2024/25 for

ENTER NAME OF AUTHORITY

	Year ending		Notes and guidance
	31 March 2024 £	31 March 2025 £	
<b>1.</b> Balances brought forward			<i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i>
<b>2.</b> (+) Precept or Rates and Levies			<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>
<b>3.</b> (+) Total other receipts			<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>
<b>4.</b> (-) Staff costs			<i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i>
<b>5.</b> (-) Loan interest/capital repayments			<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>
<b>6.</b> (-) All other payments			<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>
<b>7.</b> (=) Balances carried forward			<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>
<b>8.</b> Total value of cash and short term investments			<i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – <b>To agree with bank reconciliation.</b></i>
<b>9.</b> Total fixed assets plus long term investments and assets			<i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i>
<b>10.</b> Total borrowings			<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>

For Local Councils Only	Yes	No	N/A	
<b>11a.</b> Disclosure note re Trust funds (including charitable)				<i>The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.</i>
<b>11b.</b> Disclosure note re Trust funds (including charitable)				<i>The figures in the accounting statements above exclude any Trust transactions.</i>

I certify that for the year ended 31 March 2025 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

**Signed by Responsible Financial Officer before being presented to the authority for approval**

SIGNATURE REQUIRED

Date

DD/MM/YYYY

I confirm that these Accounting Statements were approved by this authority on this date:

DD/MM/YYYY

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chair of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

Caroline Scott  
Buckland Parish Council  
Lye End Farm  
Sandon  
SG9 0RS

Date: 24 April 2025  
Our Ref: 3/25/0613/HH

**Notice to Parish / Town Council  
Town and Country Planning Act 1990 (as amended)**

Dear Caroline Scott,

**APPLICATION: 3/25/0613/HH**

**PROPOSAL: Creation of dropped kerb**

**AT: 15 Hill View Buckland Hertfordshire SG9 0PL**

**CONSULTATION**

**Deadline: Please send me your comments by: 15th May 2025**

Please be advised that the above application has been submitted and we shall be pleased to receive any representations you may wish to make by the above date.

The plans and supporting documents and the name of the officer can be viewed on our website at:

<https://publicaccess.eastherts.gov.uk/online-applications/>

Please enter the application reference quoted above and Search.

Should no representations be received within this period, it will be assumed that you have none to make and the application will be determined accordingly.

Yours faithfully,



On Behalf of Development Management

Click this link to view the consultation online: <https://publicaccess.eastherts.gov.uk/online-applications/applicationDetails.do?activeTab=summary&keyVal=STZJG8GLLZJ00&prevPage=inTray>



East Herts Council  
Wallfields, Pegs Lane  
Hertford, Herts  
SG13 8EQ  
Tel: 01279 655261

## Householder Application for Planning Permission for works or extension to a dwelling

### Town and Country Planning Act 1990 (as amended)

#### Publication of applications on planning authority websites

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website. If you require any further clarification, please contact the Authority's planning department.

### Site Location

**Disclaimer:** We can only make recommendations based on the answers given in the questions.

If you cannot provide a postcode, the description of site location must be completed. Please provide the most accurate site description you can, to help locate the site - for example "field to the North of the Post Office".

Number	<input type="text" value="15"/>
Suffix	<input type="text"/>
Property Name	<input type="text"/>
Address Line 1	<input type="text" value="Hill View"/>
Address Line 2	<input type="text"/>
Address Line 3	<input type="text" value="Hertfordshire"/>
Town/city	<input type="text" value="Buckland"/>
Postcode	<input type="text" value="SG9 0PL"/>

Description of site location must be completed if postcode is not known:

Easting (x)	Northing (y)
<input type="text" value="535568"/>	<input type="text" value="233504"/>
Description	<input type="text"/>

## Applicant Details

### Name/Company

Title

Mr

First name

Max

Surname

Williams

Company Name

### Address

Address line 1

15 Hill View

Address line 2

Address line 3

Town/City

Buckland

County

Hertfordshire

Country

Postcode

SG9 0PL

Are you an agent acting on behalf of the applicant?

☒ Yes

☐ No

### Contact Details

Primary number

Secondary number

Fax number

Email address

## Agent Details

Name/Company

Title

First name

Surname

Company Name

## Address

Address line 1

Address line 2

Address line 3

Town/City

County

Country

Postcode

# Contact Details

Primary number

\*\*\*\*\* REDACTED \*\*\*\*\*

Secondary number

Fax number

Email address

\*\*\*\*\* REDACTED \*\*\*\*\*

## Description of Proposed Works

Please describe the proposed works

New Dropped Kerb

Has the work already been started without consent?

- ☐ Yes
- ☒ No

## Materials

Does the proposed development require any materials to be used externally?

- ☐ Yes
- ☒ No

## Trees and Hedges

Are there any trees or hedges on the property or on adjoining properties which are within falling distance of the proposed development?

- ☐ Yes
- ☒ No

Will any trees or hedges need to be removed or pruned in order to carry out your proposal?

- ☐ Yes
- ☒ No

## Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicle access proposed to or from the public highway?

- ☒ Yes
- ☐ No

Is a new or altered pedestrian access proposed to or from the public highway?

- ☐ Yes  
☒ No

Do the proposals require any diversions, extinguishment and/or creation of public rights of way?

- ☐ Yes  
☒ No

If Yes to any questions, please show details on your plans or drawings and state their reference numbers:

DD-3916-1/1

## Parking

Will the proposed works affect existing car parking arrangements?

- ☒ Yes  
☐ No

If Yes, please describe:

Will permit safe off road parking on the site, solving the current issue of unsafe parking adjacent the highway

## Biodiversity net gain

Paragraph 13 of Schedule 7A of the Town and Country Planning Act 1990 sets out that every planning permission granted for the development of land in England shall be deemed to have been granted subject to the 'biodiversity gain condition' requiring development to achieve a net gain of 10% of biodiversity value.

This is subject to exemptions, an exemption applies in relation to planning permission for a development which is the subject of a householder application, within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order (2015)\*.

Applicants for planning permission are required to make a statement as to whether they believe the biodiversity gain condition will apply if permission is granted, please confirm:

- ☒ It is my belief that if permission is granted for the development to which this application relates the biodiversity gain condition would not apply

\*A 'householder application' means an application for planning permission for development for an existing dwellinghouse, or development within the curtilage of such a dwellinghouse for any purpose incidental to the enjoyment of the dwellinghouse which is not an application for change of use or an application to change the number of dwellings in a building.

## Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?

- ☒ Yes  
☐ No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact?

- ☒ The agent  
☐ The applicant  
☐ Other person



## Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

- ☐ Yes  
☒ No

## Authority Employee/Member

With respect to the Authority, is the applicant and/or agent one of the following:

- (a) a member of staff
- (b) an elected member
- (c) related to a member of staff
- (d) related to an elected member

It is an important principle of decision-making that the process is open and transparent.

For the purposes of this question, "related to" means related, by birth or otherwise, closely enough that a fair-minded and informed observer, having considered the facts, would conclude that there was bias on the part of the decision-maker in the Local Planning Authority.

Do any of the above statements apply?

- ☐ Yes  
☒ No

## Ownership Certificates and Agricultural Land Declaration

Certificates under Article 14 - Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended)

Please answer the following questions to determine which Certificate of Ownership you need to complete: A, B, C or D.

Is the applicant the sole owner of all the land to which this application relates; and has the applicant been the sole owner for more than 21 days?

- ☐ Yes  
☒ No

Can you give appropriate notice to all the other owners/agricultural tenants? (Select 'Yes' if there are no other owners/agricultural tenants)

- ☒ Yes  
☐ No

## Certificate Of Ownership - Certificate B

I certify/ The applicant certifies that:

- ☒ I have/The applicant has given the requisite notice to everyone else (as listed below) who, on the day 21 days before the date of this application, was the owner\* and/or agricultural tenant\*\* of any part of the land or building to which this application relates; or
- ☐ The applicant is the sole owner of all the land or buildings to which this application relates and there are no other owners\* and/or agricultural tenants\*\*.

\* "owner" is a person with a freehold interest or leasehold interest with at least 7 years left to run.

\*\* "agricultural tenant" has the meaning given in section 65(8) of the Town and Country Planning Act 1990

**Name of Owner/Agricultural Tenant:**

\*\*\*\*\* REDACTED \*\*\*\*\*

**House name:**

Farnham and Robertson House,

**Number:**

**Suffix:**

**Address line 1:**

Six Hills Way,

**Address Line 2:**

**Town/City:**

Stevenage, SG1 2ST

**Postcode:**

SG1 2ST

**Date notice served (DD/MM/YYYY):**

21/04/2025

**Person Family Name:**

Person Role

☐ The Applicant

☒ The Agent

Title

Mr

First Name

Cliff

Surname

Turnbull

Declaration Date

21/04/2025

☒ Declaration made

## Declaration

I/We hereby apply for Householder planning permission as described in the questions answered, details provided, and the accompanying plans/drawings and additional information.

I/We confirm that, to the best of my/our knowledge, any facts stated are true and accurate and any opinions given are the genuine opinions of the person(s) giving them.

I/We also accept that, in accordance with the Planning Portal's terms and conditions:

- Once submitted, this information will be made available to the Local Planning Authority and, once validated by them, be published as part of a public register and on the authority's website;
- Our system will automatically generate and send you emails in regard to the submission of this application.

☒ I / We agree to the outlined declaration

Signed

cliff turnbull

Date

21/04/2025

Amendments Summary

Ownership Cert amended as requested

Green Gates

LB

GP

139.5m

137.4m

The Limes

TCB (Defib)

Mexborough Cottages

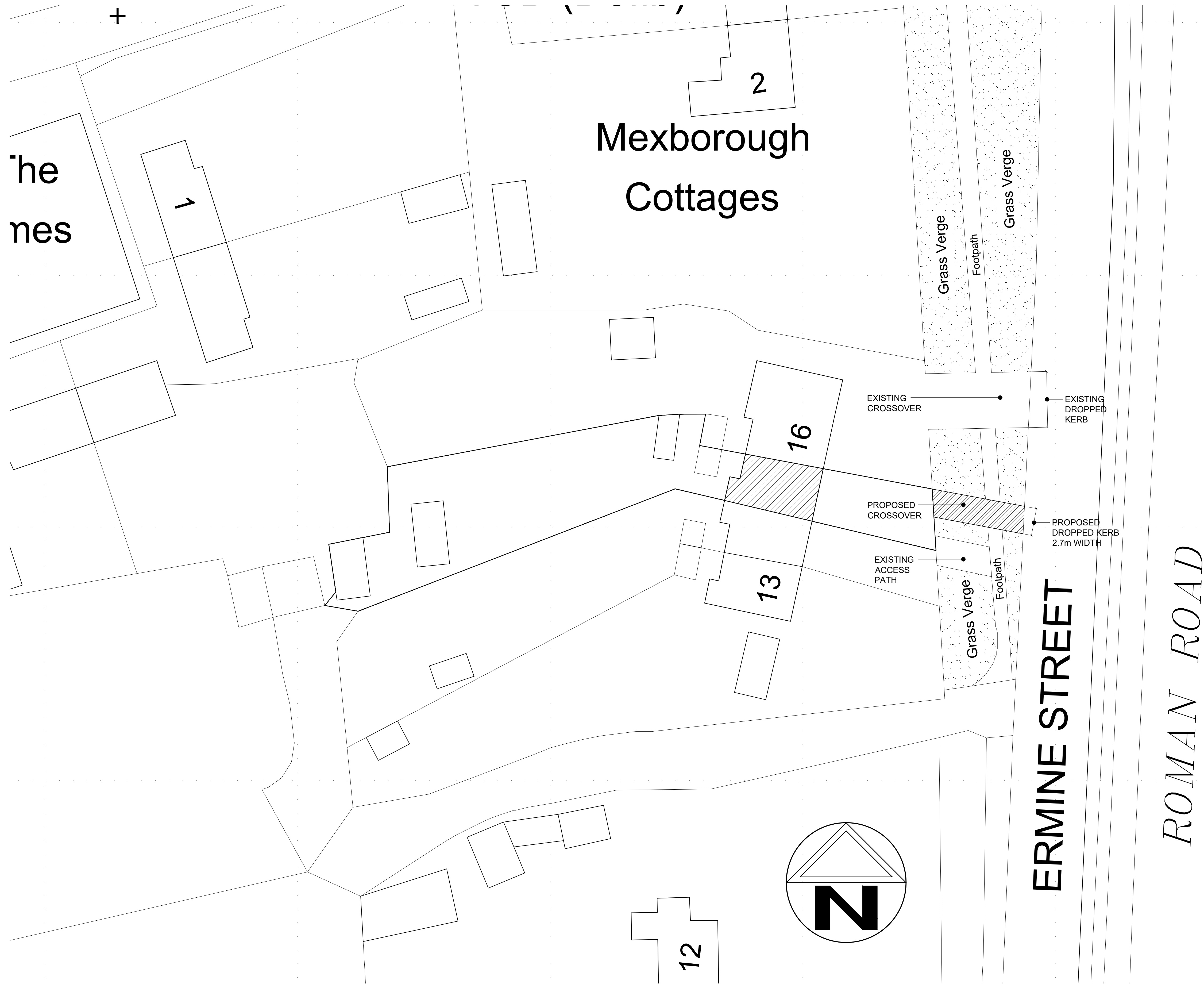
ERMINE STREET

ROMAN ROAD

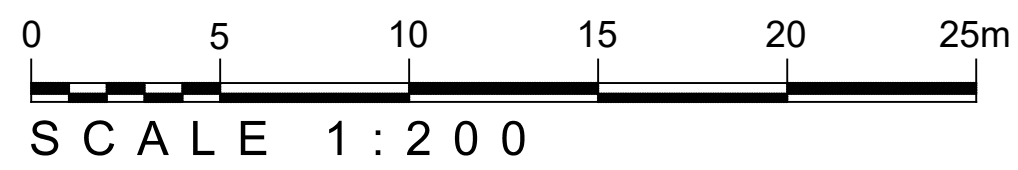
0m 25.0m 50.0m

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Proposed Block Plan  
Scale 1:200



TURN2 Ltd  
30c High St,  
Welwyn,  
Hertfordshire, AL6 9EQ

NOTES

Rev	Date	Detail	Made	Chk'd	App'd
Client:	-	-	-	-	-
Job:	15 HILL VIEW	BUCKLAND	BUNTINGFORD	SG9 0PL	
Title:	PROPOSED	BLOCK PLAN	-	-	
Design:	CT	CAD:	IB		
Chk'd:	CT	App'd:	CT		
Date:	MARCH 2025	Scale:	1:200		
No.	DD3622-2	SHT	1/1	Rev:	A
cm					A1



## ***Buckland & Chipping Parish Council***

### **Scheme of Delegation**

**adopted 6<sup>th</sup> November 2023**

**To Be Reviewed 12<sup>th</sup> May 2025**

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## **1. DISCHARGE OF THE SCHEME**

- 1.1 This Scheme of Delegation forms part of the Council's Financial Regulations and Standing Orders and will be reviewed every two years and when there are staffing changes.
- 1.2 Those with delegated responsibility are referred to by job title, Parish Clerk.
- 1.3 One of the purposes of the document is to clearly define the parameters within which Officers of the Council are able to act without reference to Councillors. Where consultation with others is a requirement of the ability to act it is clearly set out with whom that consultation should take place.
- 1.4 Any deviation from this scheme should be reported to Council at the earliest opportunity with an explanation of the circumstances in which the breach occurred.
- 1.5 The other purpose of the document is to capture the various delegated powers throughout the Council, including those delegated by the Council to its committees. This element of the scheme incorporates the Terms of Reference of the committees.

## **2. PRINCIPLES OF DELEGATION**

- 2.1 Section 101 of the Local Government Act 1972 provides:
  - That a Council may delegate its powers (except those incapable of delegation) to a committee; or an officer.
  - A Committee may delegate its powers to an officer.
  - The delegating body may exercise Powers that have been delegated.
- 2.2 Any delegation to a Committee or the Proper Officer shall be exercised in compliance with the Council's Standing Orders, any other policies or conditions imposed by the Council and with the law.
- 2.3 In an emergency the Proper Officer is empowered to carry out any function of the Council.
- 2.4 Where the Parish Clerk is contemplating any action under delegated powers, which is likely to have a significant impact in a particular area, they should also consult the Chairman of the Council and must ensure that they obtain appropriate legal, financial and other specialist advice before action is taken.

## **3. Authority to Act**

- 3.1.1 It will be appropriate for the Parish Clerk to refer a matter to the Council where the determination of the matter is likely to be particularly controversial or raises issues of policy which it would be appropriate for councillors to determine; or could, by its scale or complexity expose the Council to major corporate risk.
- 3.2 The Parish Clerk and Committees have the responsibility to act within the Councils approved policies, procedures and framework and within the law in conjunction with this delegated scheme.

## **4 CONFLICTS OF INTEREST**

- 4.1 Under the Local Government Act 1972, section 117 the Parish Clerk must make a formal declaration about council contracts where they have a financial interest.
- 4.2 Where the Parish Clerk has a conflict of interest in any matter, he/she shall not participate in that matter unless approved by the Council and this is formally recorded in the Council minutes.

## **5 COUNCIL RESERVED POWERS**

- 5.1 The following matters are only to be resolved by the full Council:
- Appointment of the Parish Clerk/Responsible Financial Officer and other council officers following a recommendation from the HR Committee
  - To adopt and change the Standing Orders, Financial Regulations, Scheme of Delegation and other Council policies
  - To approve and adopt the Policy Framework.
  - To approve and adopt the Budget.
  - To agree and/or amend the terms of reference for Committees
  - To adopt the schedule of meetings for the ensuing year.
  - To determine matters involving expenditure for which budget provision is not made or is exceeded.
  - To set the Precept.
  - To make byelaws.
  - To borrow money.
  - To annually approve the statutory annual return
  - To approve eligibility for the General Power of Competence

## **6 DELEGATION TO COMMITTEES - SAFEGUARDS**

- 6.1 The Council may, at any time without prejudice to executive action taken already, revoke any executive power delegated to a Committee or Officer.

## **7 DELEGATION TO COMMITTEES**

### **Human Resources Committee (HR)**

The Parish Council will elect the Chairman and HR Committee members at the first meeting of every Municipal year (May). Councillors will be re-elected to the committee every year.

Where appropriate the committee will provide recommendations to the council and abide by their final decision

**Membership:** Three Parish Councillors

**Quorum:** Three Parish Councillors

**Meetings:** As required when required to ensure that Buckland and Chipping Parish Council complies with the requirements of employment law and follows best practice in providing good working conditions for staff

### **Terms of Reference:**

The HR Committee will be responsible for the following:



- 1) Recruitment of Parish Clerk/ Responsible Financial Officer and other staff as required
- 2) Recruitment and selection procedures
- 3) Annual staff appraisal and development
- 4) Review of staff contracts, grievance and discipline policies every two years
- 5) Review of staff and accommodation requirements
- 6) Management of rights relating to leave, time off and illness
- 7) To ensure that the Clerk has everything required for managing other staff
- 8) To ensure the health and safety of all staff and carry out risk assessments
- 9) To keep up to date with developments in employment law
- 10) The HR Committee will serve as the disciplinary or grievance panel
- 11) To agree the members to sit on an appeals panel to hear appeals against a decision on a grievance

## **8 DELEGATION TO PARISH CLERK**

### **(a) Parish Clerk**

1. The Parish Clerk is designated and authorised to act as the Proper Officer for the purposes of all relevant sections of the Local Government Act 1972 and any other statute requiring the designation of a proper officer.
2. In the case of an emergency, the Clerk shall have the power to take reasonable steps to secure the Council's assets or position, following consultation with the Chairman (if practicable in the circumstances).
3. The Clerk will have the authority to dispose of the Council's assets (excluding land and building assets) subject to the estimated value of any one tangible; moveable item does not exceed £500. The Clerk is responsible for ensuring any disposal details including the disposal values are recorded in the assets register.
4. Power to authorise relevant training courses provided the expense can be met from approved budgets having taken into account the training needs of the employees.
5. The Clerk is the manager for all staff employed by the Council and is given delegated powers to manage the council staff in accordance with the Council's policies, procedures and budget
6. The authority to sanction and authorise payment of overtime so long as the costs can be contained within the parameters of the approved budget. The Clerk shall have the authority to engage casual workers subject to budget and the Clerk shall consult with the HR Committee members when such work is to be sanctioned.
7. Power to act immediately on all Health and Safety or emergency issues without waiting for endorsement by the full Council
8. As Proper Officer, to sign all documents on behalf of the Council including the Summons to Elected Members to attend Council Meetings in accordance with paragraph 4 and Schedule 12 of the Local Government Act, 1972

9. To sign and publish the annual public notice that the Audit of Accounts is to take place and has taken place.
10. To receive members' acceptance of declarations of interest and their appointment as a Councillor.
11. Power to release press statements on any activities of the Council subject to prior consultation with the Chairman
12. Power to act on own initiative to implement the Councils policies and objectives.
13. Power to take appropriate steps to ensure the Council does not exceed its powers.
14. Power to manage all the Council's facilities and resources in accordance with the Council's policies.
15. In liaison and after conferring with the Chairman, to make such Civic arrangements as are necessary.
16. The Proper Officer shall have authority to issue written authorisation to individual officers to act as the Council's authorised officers in the performance of their statutory or other duties.
17. The Proper Officer shall be responsible for signing all the Council's Official Notices as set out in the Standing Orders
18. As Proper Officer/Responsible Financial Officer, the Clerk may incur expenditure on revenue items on behalf of the Council up to the amounts included in the approved budget.
19. The Parish Clerk, in consultation with Councillors, to make comment on planning applications submitted to Buckland and Chipping Parish Council by East Herts District Council within the statutory 21 day consultation period if the deadline is before the next Council meeting.

**(b) Responsible Financial Officer**

1. The Responsible Financial Officer will be responsible for all financial records of the Council and the careful administration of its finances and accounting procedures in accordance with the Accounts and Audit Regulations in force at any given time and with the policies and procedures set by the Council and within the law
2. The Responsible Financial Officer will have the power to release any financial related report or document to the Council in discharge of the Responsible Financial Officer responsibilities
3. The Responsible Financial Officer shall ensure the approved precept request is issued to the billing authority



# ***Buckland & Chipping Parish Council***

## **Standing Orders**

**reviewed May 2024**

***To Be Reviewed 12<sup>th</sup> May 2025***

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## **1. RULES OF DEBATE AT MEETINGS**

- a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chairman of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chairman of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chairman of the meeting, is expressed in writing to the chairman.
- h A councillor may move an amendment to his own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chairman of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chairman of the meeting.
- k One or more amendments may be discussed together if the chairman of the meeting considers this expedient but each amendment shall be voted upon separately.
- l A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.
- o Unless permitted by the chairman of the meeting, a councillor may speak once in the debate on a motion except:

- i. to speak on an amendment moved by another councillor;
  - ii. to move or speak on another amendment if the motion has been amended since he last spoke;
  - iii. to make a point of order;
  - iv. to give a personal explanation; or
  - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned by.
- q A point of order shall be decided by the chairman of the meeting and his decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
  - i. to amend the motion;
  - ii. to proceed to the next business;
  - iii. to adjourn the debate;
  - iv. to put the motion to a vote;
  - v. to ask a person to be no longer heard or to leave the meeting;
  - vi. to refer a motion to a committee or sub-committee for consideration;
  - vii. to exclude the public and press;
  - viii. to adjourn the meeting; or
  - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- s Before an original or substantive motion is put to the vote, the chairman of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his right of reply.
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed ( 5 ) minutes without the consent of the chairman of the meeting.

## 2. DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chairman of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chairman of the meeting to moderate or improve their conduct, any councillor or the chairman of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chairman of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

## 3. MEETINGS GENERALLY

Full Council meetings	●
Committee meetings	●
Sub-committee meetings	●

- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.**
- b **The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- c **The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice OR [The minimum three clear days' public notice of a meeting does not include the day on which the notice was issued or the day of the meeting].**
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.
- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed (15) minutes unless directed by the chairman of the meeting.

- g Subject to standing order 3(f), a member of the public shall not speak for more than (3) minutes.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chairman of the meeting may direct that a written or oral response be given.
- i [A person shall stand when requesting to speak and when speaking (except when a person has a disability or is likely to suffer discomfort)] OR [A person shall raise his hand when requesting to speak and stand when speaking (except when a person has a disability or is likely to suffer discomfort)]. The chairman of the meeting may at any time permit a person to be seated when speaking.
- j A person who speaks at a meeting shall direct his comments to the chairman of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chairman of the meeting shall direct the order of speaking.
- l **Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To “report” means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
- m **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
- n **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- o **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the Council may in his absence be done by, to or before the Vice-Chairman of the Council (if there is one).**
- p **The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council (if there is one) if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- q **Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting**

- rights present and voting.
- r **The Chairman of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise his casting vote whether or not he gave an original vote.**
- 

*See standing orders 5(h) and (i) for the different rules that apply in the election of the Chairman of the Council at the annual meeting of the Council.*

- s **Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his vote for or against that question.** Such a request shall be made before moving on to the next item of business on the agenda.

t The minutes of a meeting shall include an accurate record of the following:

- i. the time and place of the meeting;
- ii. the names of councillors who are present and the names of councillors who are absent;
- iii. interests that have been declared by councillors and non-councillors with voting rights;
- iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
- v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
- vi. if there was a public participation session; and
- vii. the resolutions made.

- u **A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his right to participate and vote on that matter.**
- 

- v **No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**

*See standing order 4d(viii) for the quorum of a committee or sub-committee meeting.*



- w **If a meeting is or becomes inquorate no business shall be transacted** and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.
- x A meeting shall not exceed a period of 2 hours unless agreed by a resolution of the Council.

#### 4. COMMITTEES AND SUB-COMMITTEES

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**
- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- d The Council may appoint standing committees or other committees as may be necessary, and:
  - i. shall determine their terms of reference;
  - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;
  - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
  - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
  - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer (6) clear days before the meeting that they are unable to attend;
  - vi. shall, after it has appointed the members of a standing committee, appoint the chairman of the standing committee;
  - vii. shall permit a committee other than a standing committee, to appoint its own chairman at the first meeting of the committee;
  - viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;

- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

## **5. ORDINARY COUNCIL MEETINGS**

- a **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e **The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman (if there is one) of the Council.**
- f **The Chairman of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his successor is elected at the next annual meeting of the Council.**
- g **The Vice-Chairman of the Council, if there is one, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.**
- h **In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect of the election of the new Chairman of the Council but shall give a casting vote in the case of an equality of votes.**
- i **In an election year, if the current Chairman of the Council has been re-elected as a member of the Council, he shall preside at the annual meeting until a new Chairman of the Council has been elected. He may exercise an original vote in respect of the election of the new Chairman of the Council and shall give a casting vote in the case of an equality of**

**votes.**

- j Following the election of the Chairman of the Council and Vice-Chairman (if there is one) of the Council at the annual meeting, the business shall include:
- i. **In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chairman of the Council of his acceptance of office form unless the Council resolves for this to be done at a later date;**
  - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
  - iii. Receipt of the minutes of the last meeting of a committee;
  - iv. Consideration of the recommendations made by a committee;
  - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
  - vi. Review of the terms of reference for committees;
  - vii. Appointment of members to existing committees;
  - viii. Appointment of any new committees in accordance with standing order 4;
  - ix. Review and adoption of appropriate standing orders and financial regulations;
  - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
  - xi. Review of representation on or work with external bodies and arrangements for reporting back;
  - xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
  - xiii. Review of inventory of land and other assets including buildings and office equipment;
  - xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;
  - xv. Review of the Council's and/or staff subscriptions to other bodies;
  - xvi. Review of the Council's complaints procedure;
  - xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection

legislation (*see also standing orders 11, 20 and 21*);

- xviii. Review of the Council's policy for dealing with the press/media;
- xix. Review of the Council's employment policies and procedures;
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the General Power of Competence.
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

## **6. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES**

- a **The Chairman of the Council may convene an extraordinary meeting of the Council at any time.**
- b **If the Chairman of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.**
- c The chairman of a committee [or a sub-committee] may convene an extraordinary meeting of the committee [or the sub-committee] at any time.
- d If the chairman of a committee [or a sub-committee] does not call an extraordinary meeting within (7) days of having been requested to do so by (2) members of the committee [or the sub-committee], any (2) members of the committee [or the sub-committee] may convene an extraordinary meeting of the committee [or a sub-committee].

## **7. PREVIOUS RESOLUTIONS**

- a A resolution shall not be reversed within six months except by a special motion agreed by the Proper Officer. A written notice by at least (2) councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

## **8. VOTING ON APPOINTMENTS**

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of

votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chairman of the meeting.

**9. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER**

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least ( 5 ) clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least ( 5 ) clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

**10. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE**

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
  - i. to correct an inaccuracy in the draft minutes of a meeting;

- ii. to move to a vote;
- iii. to defer consideration of a motion;
- iv. to refer a motion to a particular committee or sub-committee;
- v. to appoint a person to preside at a meeting;
- vi. to change the order of business on the agenda;
- vii. to proceed to the next business on the agenda;
- viii. to require a written report;
- ix. to appoint a committee or sub-committee and their members;
- x. to extend the time limits for speaking;
- xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
- xii. to not hear further from a councillor or a member of the public;
- xiii. to exclude a councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
- xvi. to adjourn the meeting; or
- xvii. to close the meeting.

## **11. MANAGEMENT OF INFORMATION**

*See also standing order 20.*

- a **The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.**
- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).**

- c **The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**
- d **Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.**

## 12. DRAFT MINUTES

Full Council meetings                      ●  
 Committee meetings                        ●  
 Sub-committee meetings                    ●

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:
 

“The chairman of this meeting does not believe that the minutes of the meeting of the ( ) held on [date] in respect of ( ) were a correct record but his view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”
- e **If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**
- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

### 13. CODE OF CONDUCT AND DISPENSATIONS

*See also standing order 3(u).*

- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. He may return to the meeting after it has considered the matter in which he had the interest.
- c Unless he has been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has another interest if so required by the Council's code of conduct. He may return to the meeting after it has considered the matter in which he had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made [by the Proper Officer] OR [by a meeting of the Council, or committee or sub-committee for which the dispensation is required] and that decision is final.
- f A dispensation request shall confirm:
  - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
  - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
  - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
  - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered [by the Proper Officer before the meeting or, if this is not possible, at the start of the meeting for which the dispensation is required] OR [at the beginning of the meeting of the Council, or committee or sub-committee for which the dispensation is required].
- h **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**
  - i. **without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;**



- ii. **granting the dispensation is in the interests of persons living in the Council's area; or**
- iii. **it is otherwise appropriate to grant a dispensation.**

#### **14. CODE OF CONDUCT COMPLAINTS**

- a Upon notification by the District or Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).
- c The Council may:
  - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
  - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.**

#### **15. PROPER OFFICER**

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:
  - i. **at least three clear days before a meeting of the council, a committee or a sub-committee,**
    - **serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and**
    - **Provide, in a conspicuous place, public notice of the time, place**

**and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**

*See standing order 3(b) for the meaning of clear days for a meeting of a full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;*

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least ( 5 ) days before the meeting confirming his withdrawal of it;
- iii. **convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in his office;**
- iv. **facilitate inspection of the minute book by local government electors;**
- v. **receive and retain copies of byelaws made by other local authorities;**
- vi. hold acceptance of office forms from councillors;
- vii. hold a copy of every councillor's register of interests;
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- ix. liaise, as appropriate, with the Council's Data Protection Officer (if there is one);
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;  
(see also standing order 23);
- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose;
- xv. refer a planning application received by the Council to the Chairman and the Council within two working days of receipt to facilitate an

extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Council;

- xvi. manage access to information about the Council via the publication scheme; and
- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect.  
(see also *standing order 23*).

## **16. RESPONSIBLE FINANCIAL OFFICER**

- a The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

## **17. ACCOUNTS AND ACCOUNTING STATEMENTS**

- a "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
  - i. the Council's receipts and payments (or income and expenditure) for each quarter;
  - ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
  - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
  - i. each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
  - ii. to the Council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required

by proper practices, for consideration and approval.

- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

## **18. FINANCIAL CONTROLS AND PROCUREMENT**

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
  - i. the keeping of accounting records and systems of internal controls;
  - ii. the assessment and management of financial risks faced by the Council;
  - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
  - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
  - v. whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
  - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
  - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;

- iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
  - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
  - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
  - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- d. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- e. **Where the value of a contract is likely to exceed the threshold specified by the Government from time to time, the Council must consider whether the contract is subject to the requirements of the current procurement legislation and, if so, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

## 19. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of the staffing committee is subject to standing order 11.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chairman of the Council or, if he is not available, the vice-chairman of absence occasioned by illness or other reason and that person shall report such absence to Council at its next meeting.
- c The chairman of Council or in his absence, the vice-chairman shall upon a resolution conduct a review of the performance and annual appraisal of the work of any member of staff. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by Council.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff shall contact the chairman of Council or in his absence, the vice-chairman of Council in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the Council.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by any member of staff relates to the chairman or vice-chairman of the Council, this shall be communicated to another member of the Council, which shall be reported back and progressed

by resolution of the Council.

- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).

## **20. RESPONSIBILITIES TO PROVIDE INFORMATION**

*See also standing order 21.*

- a **In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.**
- b. *[If gross annual income or expenditure (whichever is higher) does not exceed £25,000]* **The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.**

OR

*[If gross annual income or expenditure (whichever is the higher) exceeds £200,000]* **The Council, shall publish information in accordance with the requirements of the Local Government (Transparency Requirements) (England) Regulations 2015.**

## **21. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION**

(Below is not an exclusive list).

*See also standing order 11.*

- a The Council may appoint a Data Protection Officer.
- b **The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his personal data.**
- c **The Council shall have a written policy in place for responding to and managing a personal data breach.**
- d **The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.**

- e **The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.**
- f **The Council shall maintain a written record of its processing activities.**

## **22. RELATIONS WITH THE PRESS/MEDIA**

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.

## **23. EXECUTION AND SEALING OF LEGAL DEEDS**

*See also standing orders 15(b)(xii) and (xvii).*

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- b **[Subject to standing order 23(a), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.]**

*The above is applicable to a Council with a common seal.*

OR

**[Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.]**

*The above is applicable to a Council without a common seal.*

## **24. COMMUNICATING WITH DISTRICT AND COUNTY OR UNITARY COUNCILLORS**

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council OR Unitary Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council OR Unitary Council shall be sent to the ward councillor(s) representing the area of the Council.

## **25. RESTRICTIONS ON COUNCILLOR ACTIVITIES**

- a. Unless duly authorised no councillor shall:
  - i. inspect any land and/or premises which the Council has a right or duty to inspect; or
  - ii. issue orders, instructions or directions.

## **26. STANDING ORDERS GENERALLY**

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least ( 3 ) councillors to be given to the Proper Officer in accordance with standing order 9.
- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chairman of a meeting as to the application of standing orders at the meeting shall be final.

Reviewed: May 2025

Next review due: May 2026 or as required





## ***Buckland & Chipping Parish Council***

### **Code of Conduct**

reviewed May 2024

*To Be Reviewed 12<sup>th</sup> May 2025*

#### **Local Government Association**

#### **Model Councillor Code of Conduct 2020**

##### **Joint statement**

The role of councillor across all tiers of local government is a vital part of our country's system of democracy. It is important that as councillors we can be held accountable and all adopt the behaviours and responsibilities associated with the role. Our conduct as an individual councillor affects the reputation of all councillors. We want the role of councillor to be one that people aspire to. We also want individuals from a range of backgrounds and circumstances to be putting themselves forward to become councillors.

As councillors, we represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent our local area; taking decisions fairly, openly, and transparently. We have both an individual and collective responsibility to meet these expectations by maintaining high standards and demonstrating good conduct, and by challenging behaviour which falls below expectations.

Importantly, we should be able to undertake our role as a councillor without being intimidated, abused, bullied or threatened by anyone, including the general public.

This Code has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.

## **Introduction**

The Local Government Association (LGA) has developed this Model Councillor Code of Conduct, in association with key partners and after extensive consultation with the sector, as part of its work on supporting all tiers of local government to continue to aspire to high standards of leadership and performance. It is a template for councils to adopt in whole and/or with local amendments.

All councils are required to have a local Councillor Code of Conduct.

The LGA will undertake an annual review of this Code to ensure it continues to be fit-for-purpose, incorporating advances in technology, social media and changes in legislation. The LGA can also offer support, training and mediation to councils and councillors on the application of the Code and the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to town and parish councils.

## **Definitions**

For the purposes of this Code of Conduct, a “councillor” means a member or co-opted member of a local authority or a directly elected mayor. A “co-opted member” is defined in the Localism Act 2011 Section 27(4) as “a person who is not a member of the authority but who

- a) is a member of any committee or sub-committee of the authority, or;
- b) is a member of, and represents the authority on, any joint committee or joint sub-committee of the authority;

and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee”.

For the purposes of this Code of Conduct, “local authority” includes county councils, district councils, London borough councils, parish councils, town councils, fire and rescue authorities, police authorities, joint authorities, economic prosperity boards, combined authorities and National Park authorities.

## **Purpose of the Code of Conduct**

The purpose of this Code of Conduct is to assist you, as a councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow councillors, local authority officers and the reputation of local government. It sets out general principles of conduct expected of all councillors and your specific obligations in relation to standards of conduct. The LGA encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of councillor and local government.

## **General principles of councillor conduct**

Everyone in public office at all levels; all who serve the public or deliver public services, including ministers, civil servants, councillors and local authority officers;

should uphold the Seven Principles of Public Life, also known as the Nolan Principles.

Building on these principles, the following general principles have been developed specifically for the role of councillor.

In accordance with the public trust placed in me, on all occasions:

- I act with integrity and honesty
- I act lawfully
- I treat all persons fairly and with respect; and
- I lead by example and act in a way that secures public confidence in the role of councillor.

In undertaking my role:

- I impartially exercise my responsibilities in the interests of the local community
- I do not improperly seek to confer an advantage, or disadvantage, on any person
- I avoid conflicts of interest
- I exercise reasonable care and diligence; and
- I ensure that public resources are used prudently in accordance with my local authority's requirements and in the public interest.

### **Application of the Code of Conduct**

This Code of Conduct applies to you as soon as you sign your declaration of acceptance of the office of councillor or attend your first meeting as a co-opted member and continues to apply to you until you cease to be a councillor.

This Code of Conduct applies to you when you are acting in your capacity as a councillor which may include when:

- you misuse your position as a councillor
- Your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor;

The Code applies to all forms of communication and interaction, including:

- at face-to-face meetings
- at online or telephone meetings
- in written communication
- in verbal communication
- in non-verbal communication
- in electronic and social media communication, posts, statements and comments.

You are also expected to uphold high standards of conduct and show leadership at all times when acting as a councillor.

Your Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from your Monitoring Officer on any matters that may relate to the Code of Conduct. Town and parish councillors are encouraged to seek advice from their Clerk, who may refer matters to the Monitoring Officer.

## **Standards of councillor conduct**

This section sets out your obligations, which are the minimum standards of conduct required of you as a councillor. Should your conduct fall short of these standards, a complaint may be made against you, which may result in action being taken.

Guidance is included to help explain the reasons for the obligations and how they should be followed.

## **General Conduct**

### **1. Respect**

#### **As a councillor:**

- 1.1. I treat other councillors and members of the public with respect.**
- 1.2. I treat local authority employees, employees and representatives of partner organisations and those volunteering for the local authority with respect and respect the role they play.**

Respect means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a councillor, you can express, challenge, criticise and disagree with views, ideas, opinions and policies in a robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening you are entitled to stop any conversation or interaction in person or online and report them to the local authority, the relevant social media provider or the police. This also applies to fellow councillors, where action could then be taken under the Councillor Code of Conduct, and local authority employees, where concerns should be raised in line with the local authority's councillor-officer protocol.

### **2. Bullying, harassment and discrimination**

#### **As a councillor:**

- 2.1. I do not bully any person.**
- 2.2. I do not harass any person.**
- 2.3. I promote equalities and do not discriminate unlawfully against any person.**

The Advisory, Conciliation and Arbitration Service (ACAS) characterises bullying as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. Bullying might be a regular pattern of behaviour or a one-off incident, happen face-to-face, on social media, in emails or phone calls, happen in the workplace or at work social events and may not always be obvious or noticed by others.

The Protection from Harassment Act 1997 defines harassment as conduct that causes alarm or distress or puts people in fear of violence and must involve such conduct on at least two occasions. It can include repeated attempts to impose unwanted communications and contact upon a person in a manner that could be expected to cause distress or fear in any reasonable person.

Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The Equality Act 2010 places specific duties on local authorities. Councillors have a central role to play in ensuring that equality issues are integral to the local authority's performance and strategic aims, and that there is a strong vision and public commitment to equality across public services.

### **3. Impartiality of officers of the council**

**As a councillor:**

#### **3.1. I do not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, the local authority.**

Officers work for the local authority as a whole and must be politically neutral (unless they are political assistants). They should not be coerced or persuaded to act in a way that would undermine their neutrality. You can question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written. However, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

### **4. Confidentiality and access to information**

**As a councillor:**

#### **4.1. I do not disclose information:**

- a. given to me in confidence by anyone**
- b. acquired by me which I believe, or ought reasonably to be aware, is of a confidential nature, unless**
  - i. I have received the consent of a person authorised to give it;**
  - ii. I am required by law to do so;**

- iii. the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or
- iv. the disclosure is:
  - 1. reasonable and in the public interest; and
  - 2. made in good faith and in compliance with the reasonable requirements of the local authority; and
  - 3. I have consulted the Monitoring Officer prior to its release.

**4.2. I do not improperly use knowledge gained solely as a result of my role as a councillor for the advancement of myself, my friends, my family members, my employer or my business interests.**

**4.3. I do not prevent anyone from getting information that they are entitled to by law.**

Local authorities must work openly and transparently, and their proceedings and printed materials are open to the public, except in certain legally defined circumstances. You should work on this basis, but there will be times when it is required by law that discussions, documents and other information relating to or held by the local authority must be treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

## **5. Disrepute**

### **As a councillor:**

**5.1. I do not bring my role or local authority into disrepute.**

As a Councillor, you are trusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. You should be aware that your actions might have an adverse impact on you, other councillors and/or your local authority and may lower the public's confidence in your or your local authority's ability to discharge your/it's functions. For example, behaviour that is considered dishonest and/or deceitful can bring your local authority into disrepute.

You are able to hold the local authority and fellow councillors to account and are able to constructively challenge and express concern about decisions and processes undertaken by the council whilst continuing to adhere to other aspects of this Code of Conduct.

## **6. Use of position**

### **As a councillor:**

**6.1. I do not use, or attempt to use, my position improperly to the advantage or disadvantage of myself or anyone else.**

Your position as a member of the local authority provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others' private interests or to disadvantage anyone unfairly.

## **7. Use of local authority resources and facilities**

**As a councillor:**

**7.1. I do not misuse council resources.**

**7.2. I will, when using the resources of the local or authorising their use by others:**

- a. act in accordance with the local authority's requirements; and**
- b. ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the local authority or of the office to which I have been elected or appointed.**

You may be provided with resources and facilities by the local authority to assist you in carrying out your duties as a councillor.

Examples include:

- office support
- stationery
- equipment such as phones, and computers
- transport
- access and use of local authority buildings and rooms.

These are given to you to help you carry out your role as a councillor more effectively and are not to be used for business or personal gain. They should be used in accordance with the purpose for which they have been provided and the local authority's own policies regarding their use.

## **8. Complying with the Code of Conduct**

**As a Councillor:**

**8.1. I undertake Code of Conduct training provided by my local authority.**

**8.2. I cooperate with any Code of Conduct investigation and/or determination.**

**8.3. I do not intimidate or attempt to intimidate any person who is likely to be involved with the administration of any investigation or proceedings.**

**8.4. I comply with any sanction imposed on me following a finding that I have breached the Code of Conduct.**

It is extremely important for you as a councillor to demonstrate high standards, for you to have your actions open to scrutiny and for you not to undermine public trust in the local authority or its governance. If you do not understand or are concerned about the local authority's processes in handling a complaint you should raise this with your Monitoring Officer.

## **Protecting your reputation and the reputation of the local authority**

### **9. Interests**

#### **As a councillor:**

##### **9.1. I register and disclose my interests.**

Section 29 of the Localism Act 2011 requires the Monitoring Officer to establish and maintain a register of interests of members of the authority.

You need to register your interests so that the public, local authority employees and fellow councillors know which of your interests might give rise to a conflict of interest. The register is a public document that can be consulted when (or before) an issue arises. The register also protects you by allowing you to demonstrate openness and a willingness to be held accountable. You are personally responsible for deciding whether or not you should disclose an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise. It is also important that the public know about any interest that might have to be disclosed by you or other councillors when making or taking part in decisions, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained.

You should note that failure to register or disclose a disclosable pecuniary interest as set out in **Table 1**, is a criminal offence under the Localism Act 2011.

**Appendix B** sets out the detailed provisions on registering and disclosing interests. If in doubt, you should always seek advice from your Monitoring Officer.

### **10. Gifts and hospitality**

#### **As a councillor:**

- 10.1. I do not accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence on my part to show favour from persons seeking to acquire, develop or do business with the local authority or from persons who may apply to the local authority for any permission, licence or other significant advantage.**
- 10.2. I register with the Monitoring Officer any gift or hospitality with an estimated value of at least £50 within 28 days of its receipt.**



**10.3. I register with the Monitoring Officer any significant gift or hospitality that I have been offered but have refused to accept.**

In order to protect your position and the reputation of the local authority, you should exercise caution in accepting any gifts or hospitality which are (or which you reasonably believe to be) offered to you because you are a councillor. The presumption should always be not to accept significant gifts or hospitality. However, there may be times when such a refusal may be difficult if it is seen as rudeness in which case you could accept it but must ensure it is publicly registered. However, you do not need to register gifts and hospitality which are not related to your role as a councillor, such as Christmas gifts from your friends and family. It is also important to note that it is appropriate to accept normal expenses and hospitality associated with your duties as a councillor. If you are unsure, do contact your Monitoring Officer for guidance.

# Appendices

## Appendix A – The Seven Principles of Public Life

The principles are:

### **Selflessness**

Holders of public office should act solely in terms of the public interest.

### **Integrity**

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must disclose and resolve any interests and relationships.

### **Objectivity**

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

### **Accountability**

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

### **Openness**

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

### **Honesty**

Holders of public office should be truthful.

### **Leadership**

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

## Appendix B Registering interests

Within 28 days of becoming a member or your re-election or re-appointment to office you must register with the Monitoring Officer the interests which fall within the categories set out in **Table 1 (Disclosable Pecuniary Interests)** which are as described in "The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012". You should also register details of your other personal interests which fall within the categories set out in **Table 2 (Other Registerable Interests)**.

**"Disclosable Pecuniary Interest"** means an interest of yourself, or of your partner if you are aware of your partner's interest, within the descriptions set out in Table 1 below.

**"Partner"** means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

1. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify the Monitoring Officer.
2. A 'sensitive interest' is as an interest which, if disclosed, could lead to the councillor, or a person connected with the councillor, being subject to violence or intimidation.
3. Where you have a 'sensitive interest' you must notify the Monitoring Officer with the reasons why you believe it is a sensitive interest. If the Monitoring Officer agrees they will withhold the interest from the public register.

### Non participation in case of disclosable pecuniary interest

4. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in **Table 1**, you must disclose the interest, not participate in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.
5. *Where you have a disclosable pecuniary interest on a matter to be considered or is being considered by you in exercise of your executive function, you must notify the Monitoring Officer of the interest and must not take any steps or further steps in the matter apart from arranging for someone else to deal with it.*

### Disclosure of Other Registerable Interests

6. Where a matter arises at a meeting which **directly relates** to one of your Other Registerable Interests (as set out in **Table 2**), you must disclose the

interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.

### **Disclosure of Non-Registerable Interests**

7. Where a matter arises at a meeting which ***directly relates*** to your financial interest or well-being (and is not a Disclosable Pecuniary Interest set out in Table 1) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to disclose the nature of the interest.
8. Where a matter arises at a meeting which ***affects*** –
  - a. your own financial interest or well-being;
  - b. a financial interest or well-being of a relative, close associate; or
  - c. a body included in those you need to disclose under Other Registrable Interests as set out in **Table 2**

you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied

9. Where a matter ***affects*** your financial interest or well-being:
  - a. to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
  - b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

If it is a 'sensitive interest', you do not have to disclose the nature of the interest

10. Where you have a personal interest in any business of your authority and you have made an executive decision in relation to that business, you must make sure that any written statement of that decision records the existence and nature of your interest.

**Table 1: Disclosable Pecuniary Interests**

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

<b>Subject</b>	<b>Description</b>
<b>Employment, office, trade, profession or vocation</b>	Any employment, office, trade, profession or vocation carried on for profit or gain. [Any unpaid directorship.]
<b>Sponsorship</b>	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a councillor, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
<b>Contracts</b>	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council —  (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
<b>Land and Property</b>	Any beneficial interest in land which is within the area of the council. ‘Land’ excludes an easement, servitude, interest or right in or over land which does not give the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners (alone

	or jointly with another) a right to occupy or to receive income.
<b>Licenses</b>	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer
<b>Corporate tenancies</b>	Any tenancy where (to the councillor's knowledge)— (a) the landlord is the council; and (b) the tenant is a body that the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.
<b>Securities</b>	Any beneficial interest in securities* of a body where— (a) that body (to the councillor's knowledge) has a place of business or land in the area of the council; and (b) either— (i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or his/ her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

\* 'director' includes a member of the committee of management of an industrial and provident society.

\* 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

**Table 2: Other Registrable Interests**

You have a personal interest in any business of your authority where it relates to or is likely to affect:

- a) any body of which you are in general control or management and to which you are nominated or appointed by your authority
- b) any body
  - (i) exercising functions of a public nature
  - (ii) any body directed to charitable purposes or
  - (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union)

## Appendix C

Reference to 'dispensation' in the code means under section 33 of the Localism Act 2011.

If you would like the authority to consider granting you a dispensation where you have a DPI or other Interest, you must make a prior written request to the Clerk. The grounds under which such an application will be considered are detailed below:

### **Dispensation grounds<sup>1</sup>**

A dispensation may be granted only if, after having had regard to all relevant circumstances, the Clerk considers that—

- a) without the dispensation the number of Councillors prohibited from participating in any particular business, would be so great a proportion of the body transacting the business, as to impede the transaction of the business;
- b) without the dispensation the representation of different political groups on the body transacting any particular business would be so upset as to alter the likely outcome of any vote relating to the business;
- c) granting the dispensation is in the interests of persons living in the authority's area;
- d) without the dispensation each member of the authority's executive would be prohibited from participating in any particular business to be transacted by the authority's executive, or
- e) considers that it is otherwise appropriate to grant a dispensation

A dispensation must specify the period for which it has effect, and the period specified may not exceed four years.

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<sup>1</sup> The full wording for the statutory grounds for a DPI dispensation can be found under section 33 Localism Act 2011





## ***Buckland & Chipping Parish Council***

### **Complaints Procedure**

**adopted May 2024**

***To Be Reviewed 12<sup>th</sup> May 2025***

## **Buckland and Chipping Parish Council**

### **Complaints Procedure**

***Reviewed 12<sup>th</sup> May 2025***

- 1) If a complaint about procedures or administration is notified orally to a Councillor or the Clerk and they cannot satisfy the complainant fully forthwith the complainant shall be asked to put the complaint in writing to the Clerk and be assured that it will be dealt with promptly after receipt. The complaint shall include the following:
  - Name of the complainant
  - Address of the complainant
  - Telephone number, fax number and/or email address
  - Details of the complaint
- 2) If a complainant prefers not to put the complaint to the Clerk, he or she shall be advised to put it to the Chairman.
- 3)
  - a) On receipt of a written complaint the Clerk or Chairman, as the case may be, shall (except where the complaint is about his or her own actions) try to settle the complaint directly with the complainant but shall not do so in respect of a complaint about the behaviour of the Clerk or a Councillor without first notifying the person complained of and giving an opportunity for comment on the manner in which it is intended to attempt to settle the complaint.
  - b) Where the Clerk or Chairman receives a written complaint about his or her own actions he or she shall forthwith refer the complaint to the Council.
- 4) The Clerk or Chairman shall report to the next meeting of the Council any written complaint disposed of by direct action with the complainant.
- 5) The Clerk or Chairman shall bring any written complaint which has not been settled to the next meeting of the Council and the Clerk shall notify the complainant of the date on which the complaint will be considered, and the complainant shall be offered an opportunity to explain the complaint orally.
- 6) The Council shall consider whether the circumstances attending any complaint warrant the matter being discussed in the absence of the press and public but any decision on a complaint shall be announced at the Council meeting in public.
- 7) As soon as may be after the decision has been made it and the nature of any action to be taken shall be communicated in writing to the complainant.
- 8) A Council shall defer dealing with any written complaint only if it is of opinion that issues of law or practice arise on which advice is necessary from Hertfordshire Association of

Adopted 13<sup>th</sup> May 2024

Parish and Town Councils. The complaint shall be dealt with at the next meeting after the advice has been received.

*Date*



# ***Buckland & Chipping Parish Council***

## **Data Protection Policy**

**reviewed May 2024  
To Be Reviewed 12<sup>th</sup> May 2025**

### **1. Introduction**

Buckland & Chipping Parish Council needs to collect and use certain types of information about the Individuals or Service Users who come into contact with Buckland & Chipping Parish Council in order to carry on our work. This personal information must be collected and dealt with appropriately whether is collected on paper, stored in a computer database, or recorded on other material and there are safeguards to ensure this under the Data Protection Act 1998.

### **2. Data Controller**

Buckland & Chipping Parish Council is the Data Controller under the Act, which means that it determines what purposes personal information held, will be used for. It is also responsible for notifying the Information Commissioner of the data it holds or is likely to hold, and the general purposes that this data will be used for.

### **3. Disclosure**

Buckland & Chipping Parish Council may share data with other agencies such as the local authority, funding bodies and other voluntary agencies.

The Individual/Service User will be made aware in most circumstances how and with whom their information will be shared. There are circumstances where the law allows Buckland & Chipping Parish Council to disclose data (including sensitive data) without the data subject's consent.

These are:

- a) Carrying out a legal duty or as authorised by the Secretary of State
- b) Protecting vital interests of a Individual/Service User or other person
- c) The Individual/Service User has already made the information public
- d) Conducting any legal proceedings, obtaining legal advice or defending any legal rights
- e) Monitoring for equal opportunities purposes – i.e. race, disability or religion
- f) Providing a confidential service where the Individual/Service User's consent cannot be obtained or where it is reasonable to proceed without consent: e.g. where we would wish to avoid forcing stressed or ill Individuals/Service Users to provide consent signatures.

Buckland & Chipping Parish Council regards the lawful and correct treatment of personal information as very important to successful working, and to maintaining the confidence of those with whom we deal.

Buckland & Chipping Parish Council intends to ensure that personal information is treated lawfully and correctly. To this end, Buckland & Chipping Parish Council will adhere to the Principles of Data Protection, as detailed in the Data Protection Act 1998.

Specifically, the Principles require that personal information:

- a) Shall be processed fairly and lawfully and, in particular, shall not be processed unless specific conditions are met,
- b) Shall be obtained only for one or more of the purposes specified in the Act, and shall not be processed in any manner incompatible with that purpose or those purposes,
- c) Shall be adequate, relevant and not excessive in relation to those purpose(s)
- d) Shall be accurate and, where necessary, kept up to date,
- e) Shall not be kept for longer than is necessary
- f) Shall be processed in accordance with the rights of data subjects under the Act,
- g) Shall be kept secure by the Data Controller who takes appropriate technical and other measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, personal information,
- h) Shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of Individuals/Service Users in relation to the processing of personal information.

Buckland & Chipping Parish Council will, through appropriate management and strict application of criteria and controls:

- Observe fully conditions regarding the fair collection and use of information
- Meet its legal obligations to specify the purposes for which information is used
- Collect and process appropriate information, and only to the extent that it is needed to fulfill its operational needs or to comply with any legal requirements
- Ensure the quality of information used
- Ensure that the rights of people about whom information is held, can be fully exercised under the Act. These include:
  - The right to be informed that processing is being undertaken,
  - The right of access to one's personal information
  - The right to prevent processing in certain circumstances and
  - The right to correct, rectify, block or erase information which is regarded as wrong information
- Take appropriate technical and organisational security measures to safeguard personal information
- Ensure that personal information is not transferred abroad without suitable safeguards
- Treat people justly and fairly whatever their age, religion, disability, gender, sexual orientation or ethnicity when dealing with requests for information
- Set out clear procedures for responding to requests for information

#### **4. Data collection**

Informed consent is when

- An Individual/Service User clearly understands why their information is needed, who it will be shared with, the possible consequences of them agreeing or refusing the proposed use of the data
- And then gives their consent.

Buckland & Chipping Parish Council will ensure that data is collected within the boundaries defined in this policy. This applies to data that is collected in person, or by completing a form.

When collecting data, Buckland & Chipping Parish Council will ensure that the Individual/Service User:

- a) Clearly understands why the information is needed
- b) Understands what it will be used for and what the consequences are should the Individual/Service User decide not to give consent to processing
- c) As far as reasonably possible, grants explicit consent, either written or verbal for data to be processed
- d) Is, as far as reasonably practicable, competent enough to give consent and has given so freely without any duress
- e) Has received sufficient information on why their data is needed and how it will be used

#### **5. Data Storage**

Information and records relating to service users will be stored securely and will only be accessible to authorised staff and volunteers.

Information will be stored for only as long as it is needed or required statute and will be disposed of appropriately.

It is Buckland & Chipping Parish Council's responsibility to ensure all personal and company data is non-recoverable from any computer system previously used within the organisation, which has been passed on/sold to a third party.

#### **6. Data access and accuracy**

All Individuals/Service Users have the right to access the information Buckland & Chipping Parish Council holds about them. Buckland & Chipping Parish Council will also take reasonable steps ensure that this information is kept up to date by asking data subjects whether there have been any changes. In addition, Buckland & Chipping Parish Council will ensure that:

- It has a Data Protection Officer with specific responsibility for ensuring compliance with Data Protection
- Everyone processing personal information understands that they are contractually responsible for following good data protection practice
- Everyone processing personal information is appropriately trained to do so
- Everyone processing personal information is appropriately supervised

- Anybody wanting to make enquiries about handling personal information knows what to do
- It deals promptly and courteously with any enquiries about handling personal information
- It describes clearly how it handles personal information
- It will regularly review and audit the ways it hold, manage and use personal information
- It regularly assesses and evaluates its methods and performance in relation to handling personal information
- All staff are aware that a breach of the rules and procedures identified in this policy may lead to disciplinary action being taken against them.

This policy will be updated as necessary to reflect best practice in data management, security and control and to ensure compliance with any changes or amendments made to the Data Protection Act 1998.

In case of any queries or questions in relation to this policy please contact the Buckland & Chipping Parish Council Data Protection Officer:

Signed:

Caroline Scott, Data Protection Officer

Position: Proper Officer and Clerk to Buckland & Chipping Parish Council

Date: .....

Review Date: May 2026

## Glossary of Terms

**Data Controller** – The person who (either alone or with others) decides what personal information Buckland & Chipping Parish Council will hold and how it will be held or used.

**Data Protection Act 1998** – The UK legislation that provides a framework for responsible behaviour by those using personal information.

**Data Protection Officer** – The person(s) responsible for ensuring that Buckland & Chipping Parish Council follows its data protection policy and complies with the Data Protection Act 1998.

**Individual/Service User** – The person whose personal information is being held or processed by Buckland & Chipping Parish Council for example: a councillor, an employee, or parishioner.

**Explicit consent** – is a freely given, specific and informed agreement by an Individual/Service User in the processing of personal information about her/him. Explicit consent is needed for processing sensitive data.

**Notification** – Notifying the Information Commissioner about the data processing activities of Buckland & Chipping Parish Council, as certain activities may be exempt from notification.

The link below will take to the ICO website where a self assessment guide will help you to decide if you are exempt from notification:

[http://www.ico.gov.uk/for\\_organisations/data\\_protection/the\\_guide/exemptions.aspx](http://www.ico.gov.uk/for_organisations/data_protection/the_guide/exemptions.aspx)

**Information Commissioner** – The UK Information Commissioner responsible for implementing and overseeing the Data Protection Act 1998.

**Processing** – means collecting, amending, handling, storing or disclosing personal information.

**Personal Information** – Information about living individuals that enables them to be identified – e.g. name and address. It does not apply to information about organisations, companies and agencies but applies to named persons, such as individual volunteers or employees within Buckland & Chipping Parish Council.

**Sensitive data** – refers to data about:

- Racial or ethnic origin
- Political affiliations
- Religion or similar beliefs
- Trade union membership
- Physical or mental health
- Sexuality
- Criminal record or proceedings

The **Information Commissioner's Office (ICO)** – provides independent advice and guidance about data protection and freedom of information.

Regular updates can be found on their website [www.ico.gov.uk](http://www.ico.gov.uk)



# ***Buckland & Chipping Parish Council***

## **Disciplinary Procedure**

**reviewed December 2024  
To Be Reviewed 12<sup>th</sup> May 2025**

### **1. INTRODUCTION**

This disciplinary procedure is designed to help and encourage employees to achieve and maintain acceptable standards of conduct and job performance at all times, including the need to: -

- Fulfil the duties specified in their contract of employment.
- Be honest and act beyond suspicion of dishonesty.
- Maintain high standards of integrity and conduct to protect the council's image and reputation with the public.

1.1 This policy indicates the disciplinary procedure that will normally be followed in the event of misconduct. The following list provides examples of conduct that will normally be regarded as misconduct leading to disciplinary proceedings. The list is not exhaustive. These are examples only:

- i. Unsatisfactory time keeping.
- ii. Absenteeism, including any absence from work during a working day without prior authorisation or instruction.
- iii. Failure to comply with rules and regulations applicable to job requirements.
- iv. Failure by an employee to perform the duties and responsibilities of his or her post to the standard expected by the Council.
- v. Insubordination.
- vi. Any other conduct that from time to time is defined by the Council as amounting to misconduct.

1.2 For first instances of minor misconduct the Clerk/Chairman may speak to the employee informally before implementing a formal disciplinary procedure. However there is no obligation for the Clerk/Chairman to do this.

### **2. SCOPE**

The procedure applies to all employees of Buckland & Chipping Parish Council.

### **3. VERBAL WARNINGS**

Verbal Warnings are issued for most first instances of general misconduct, depending on the seriousness of the offence. If the employee is given a Verbal Warning he or she will be warned of the likely consequences of any further disciplinary offences or a failure to improve his or her conduct to the satisfaction of the council. A note confirming the Verbal Warning will be placed

on the employees personnel file and a copy will be provided to the employee. A Verbal Warning will normally remain in force for 6 months.

The Verbal Warning stage of the procedure may be omitted if the offence is of a sufficiently serious nature.

#### **4. FIRST WRITTEN WARNING**

In the case of a serious offence or repetition of an earlier minor offence the employee will normally be given a First Written Warning. A First Written Warning will be issued by the Clerk/Chairman and will set out:

- i. the nature of the offence and the improvement required (if appropriate) and over what period;
- ii. the likely consequences of any further offence or failure by the employee to improve his/her conduct to an acceptable standard;
- iii. that further offences will result in more serious disciplinary action; and
- iv. the employee's right of appeal.

A first Written Warning will normally remain in force for 6 months.

The First Written Warning stage of the procedure may be omitted if the offence is of a sufficiently serious nature.

#### **5. FINAL WRITTEN WARNING**

If further misconduct occurs within the time period specified in a First Written Warning, or if the misconduct is sufficiently serious the employee will be given a Final Written Warning. A Final Written Warning will be issued by the Clerk/Chairman and will set out:

- i. the nature of the offence and the improvement required (if appropriate) and over what period;
- ii. the likely consequences of any further offence or a failure by the employee to improve his/her conduct to an acceptable standard;
- iii. that further offences will result in more serious disciplinary action up to and including dismissal; and
- iv. the employees right of appeal.

Final Written Warnings may also be issued in circumstances where the misconduct does not amount to gross misconduct, but is sufficiently serious enough to warrant only one written warning.

A Final Written Warning will normally remain in force for 12 months.

#### **6. STANDARD COUNCIL DISCIPLINARY PROCEDURE**



- 6.1. In the case of further misconduct within the time period specified in any Final Written Warning or if the misconduct is sufficiently serious and the council deems it to be appropriate to contemplate the dismissal, demotion or suspension (without pay) of the employee the following formal disciplinary procedure will be followed.
- 6.2. The Council will investigate the alleged misconduct and will establish the facts surrounding the complaint as necessary, taking into account the statements of any available witnesses.
- 6.3. The Council will set out in writing the alleged conduct or other circumstances which lead the Council to contemplate dismissing the employee or taking disciplinary action against the employee and the basis for the allegation and will send the employee a copy of the statement inviting the employee to attend a disciplinary meeting to discuss the matter. The employee will be provided with a reasonable opportunity to consider his or her response to the information provided in the statement before attending the meeting. The employee must take all reasonable steps to attend the meeting.
- 6.4. Disciplinary meetings will normally be convened within 5 working days of the council sending the employee the written statement referred to in 6.3 above. The employee may be accompanied to any disciplinary meeting by a fellow employee or by a representative of a trade union. The Council will be represented by the Clerk/Chairman.
- 6.5. If the time or date proposed for the meeting is inconvenient (either for the employee or for the employees companion should he or she wish to be accompanied to the meeting pursuant to 6.4 above) the employee may ask to postpone the meeting by up to 5 working days.
- 6.6. The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the Clerk/Chairman time to consider their decision.
- 6.7. After the meeting the Council will inform the employee of their decision and any applicable sanction within 5 working days. [The meeting may be reconvened for this purpose]. The decision will be confirmed to the employee in writing.
- 6.8. If the employee wishes to appeal against the decision he or she must notify the Council in writing within 5 days of receiving written notice of the decision.
- 6.9. If the employee notifies the Council that he or she wishes to appeal, the employee will be invited to attend a disciplinary appeal meeting before the Council. The employee must take all reasonable steps to attend that disciplinary appeal meeting. The employee has the right to be accompanied to a disciplinary appeal meeting by a fellow employee or by a representative of a trade union.
- 6.10. A disciplinary appeal meeting will normally be convened within 7 working days of the Council receiving notification that the employee wishes to appeal pursuant to 6.8 above. If the meeting date is inconvenient for the employee or the employee's companion he or she may ask to postpone the meeting by up to [5] working days.
  - i. Any new evidence that the employee wishes to put forward will be considered, as will any new evidence from the council. The original disciplinary penalty will be reviewed.
  - ii. The disciplinary appeal sanction originally imposed cannot be increased upon appeal.

- iii. The disciplinary appeal meeting will not necessarily take place before any disciplinary sanction imposed by the council takes effect. If the employee's appeal is against dismissal and the appeal is successful the employee will be reinstated and continuity of employment will be preserved.
  - iv. The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the Council time to consider its decision.
- 6.11. After the disciplinary appeal meeting the Council will inform the employee of its final decision within 5 working days. [The meeting may be reconvened for this purpose]. The decision will be confirmed to the employee in writing.

## **7. COUNCIL DISMISSAL PROCEDURE FOR USE IN GROSS MISCONDUCT**

- 7.1. The following list provides examples of conduct that will normally be regarded by the council as Gross Misconduct. This list is not exhaustive. These are examples only:
- i. Refusal or repeated failure by an employee to carry out his or her duties.
  - ii. Falsification of documents or information (including expense claims).
  - iii. Unauthorised disclosure of confidential information.



## ***Buckland & Chipping Parish Council***

# **Financial Regulations**

reviewed July 2024

***To Be Reviewed 12<sup>th</sup> May 2025***

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## 1. General

- 1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
  - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
  - "Approve" refers to an online action, allowing an electronic transaction to take place.
  - "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
  - 'Proper practices' means those set out in *The Practitioners' Guide*
  - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
  - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
  - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. The Clerk has been appointed as RFO and these regulations apply accordingly. The RFO;
  - acts under the policy direction of the council;
  - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
  - determines on behalf of the council its accounting records and control systems;
  - ensures the accounting control systems are observed;
  - ensures the accounting records are kept up to date;
  - seeks economy, efficiency and effectiveness in the use of council resources; and
  - produces financial management information as required by the council.
- 1.6. **The council must not delegate any decision regarding:**

- **setting the final budget or the precept (council tax requirement);**
- **the outcome of a review of the effectiveness of its internal controls**
- **approving accounting statements;**
- **approving an annual governance statement;**
- **borrowing;**
- **declaring eligibility for the General Power of Competence; and**
- **addressing recommendations from the internal or external auditors**

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of £1000.

## **2. Risk management and internal control**

- 2.1. **The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.**
- 2.2. The Clerk shall prepare, for approval by the council, a risk management policy covering all activities of the council. This policy and consequential risk management arrangements shall be reviewed by the council at least annually.
- 2.3. When considering any new activity, the Clerk shall prepare a draft risk assessment including risk management proposals for consideration by the council.
- 2.4. **At least once a year, the council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.**
- 2.5. **The accounting control systems determined by the RFO must include measures to:**
  - **ensure that risk is appropriately managed;**
  - **ensure the prompt, accurate recording of financial transactions;**
  - **prevent and detect inaccuracy or fraud; and**
  - **allow the reconstitution of any lost records;**
  - **identify the duties of officers dealing with transactions and**
  - **ensure division of responsibilities.**
- 2.6. At least once in each quarter, and at each financial year end, a member other than the Chair or a authorised signatory shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign and date the reconciliations and the original bank statements (or similar document) as evidence of this. This activity, including any exceptions, shall be reported to and noted by the council.
- 2.7. Regular back-up copies shall be made of the records on any council computer and stored either online or in a separate location from the computer. The council shall

put measures in place to ensure that the ability to access any council computer is not lost if an employee leaves or is incapacitated for any reason.

### **3. Accounts and audit**

- 3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonable accuracy at any time. In particular, they must contain:**
  - **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
  - **a record of the assets and liabilities of the council;**
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual {Governance and Accountability} Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual {Governance and Accountability} Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7. The internal auditor shall be appointed by the council and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.
- 3.8. The council shall ensure that the internal auditor:
  - is competent and independent of the financial operations of the council;
  - reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
  - can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and
  - has no involvement in the management or control of the council

3.9. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

#### **4. Budget and precept**

4.1. **Before setting a precept, the council must calculate its council tax (England) requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**

4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by the council at least annually in November for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the Chair of the Council. The RFO will inform committees of any salary implications before they consider their draft budgets.

4.3. No later than November each year, the RFO shall prepare a draft budget with detailed estimates of all receipts and payments for the following financial year taking account of the lifespan of assets and cost implications of repair or replacement.

4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. Unspent funds for partially completed projects may only be carried forward (by placing them in an earmarked reserve) with the formal approval of the full council.

4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the council not later than the end of October each year.

4.6. The draft budget with any committee proposals, including any recommendations for the use or accumulation of reserves, shall be considered by the council.

- 4.7. Having considered the proposed budget, the council shall determine its council tax (England) requirement by setting a budget. The council shall set a precept for this amount no later than the end of January for the ensuing financial year.
- 4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must and must disclose at the start of the meeting that Section 106 applies to them.**
- 4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply each member with a copy of the agreed annual budget.
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the council.

## **5. Procurement**

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with these the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.
- 5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Procurement Act 2023 and The Procurement Regulations 2024 or any superseding legislation ("the Legislation"), must be followed in respect of the tendering, award and notification of that contract.**
- 5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 6.12) obtain prices as follows:
- 5.6. For contracts estimated to exceed £2,000 including VAT, the Clerk shall seek formal tenders from at least three suppliers agreed by the council OR advertise an open invitation for tenders in compliance with any relevant provisions of the Legislation. Tenders shall be invited in accordance with Appendix 1.
- 5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation regarding the publication of invitations and notices.**
- 5.8. For contracts greater than £2,000 excluding VAT the Clerk or RFO shall seek at least 3 fixed-price quotes;



5.9. where the value is between £500 and £2,000 excluding VAT, the Clerk shall try to obtain 3 estimates which might include evidence of online prices, or recent prices from regular suppliers.

5.10. For smaller purchases, the clerk shall seek to achieve value for money.

**5.11. Contracts must not be split to avoid compliance with these rules.**

5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:

- i. specialist services, such as legal professionals acting in disputes;
- ii. repairs to, or parts for, existing machinery or equipment;
- iii. works, goods or services that constitute an extension of an existing contract;
- iv. goods or services that are only available from one supplier or are sold at a fixed price.

5.13. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council. Avoidance of competition is not a valid reason.

5.14. The council shall not be obliged to accept the lowest or any tender, quote or estimate.

5.15. Individual purchases within an agreed budget for that type of expenditure may be authorised by:

- the Clerk, under delegated authority, for any items below £500 excluding VAT.
- the Clerk, in consultation with the Chair of the Council, for any items below £2,000 excluding VAT.
- a duly delegated committee of the council for all items of expenditure within their delegated budgets for items under £500 excluding VAT
- in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council.
- the council for all items over £2,000;

Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail.

5.16. No individual member, or informal group of members may issue an official order unless instructed to do so in advance by a resolution of the council or make any contract on behalf of the council.

5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council except in an emergency.

5.18. In cases of serious risk to the delivery of council services or to public safety on council premises, the clerk may authorise expenditure of up to £2,000 excluding VAT on repair, replacement or other work that in their judgement is necessary, whether or not there is any budget for such expenditure. The Clerk shall report such

action to the Chair as soon as possible and to the council as soon as practicable thereafter.

5.19. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless the council is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.

5.20. An official order or letter shall be issued for all work, goods and services above £500 excluding VAT unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods.

5.21. Any ordering system can be misused and access to them shall be controlled by the RFO.

## **6. Banking and payments**

6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with Unity Trust Bank. The arrangements shall be reviewed annually for security and efficiency.

6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.

6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by the RFO.

6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.

6.5. All payments shall be made by online banking, in accordance with a resolution of the council or a delegated decision by an officer, unless the council resolves to use a different payment method.

6.6. For each financial year the RFO may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance contracts and similar items), which the council may authorise in advance for the year.

6.7. A copy of this schedule of regular payments shall be signed by two members on each and every occasion when payment is made - to reduce the risk of duplicate payments.

- 6.8. A list of such payments shall be reported to the next appropriate meeting of the council for information only.
- 6.9. The Clerk and RFO shall have delegated authority to authorise payments only in the following circumstances:
- i. any payments of up to £500 excluding VAT, within an agreed budget.
  - ii. payments of up to £2,000 excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises.
  - iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 or to comply with contractual terms, where the due date for payment is before the next scheduled meeting of [the council], where the Clerk certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
  - iv. Fund transfers within the councils banking arrangements up to the sum of £500, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
- 6.10. The RFO shall present a schedule of payments requiring authorisation, forming part of the agenda for the meeting, together with the relevant invoices, to the council. The council shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. The authorised schedule shall be initialled immediately below the last item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.

## **7. Electronic payments**

- 7.1. Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate agreed by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. The Clerk may not be an authorised signatory, and no signatory should be involved in approving any payment to themselves.
- 7.2. All authorised signatories shall have access to view the council's bank accounts online.
- 7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be sent by email to all authorised signatories.
- 7.5. In the prolonged absence of the Service Administrator an authorised signatory shall set up any payments due before the return of the Service Administrator.

- 7.6. Two[councillors who are authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. Evidence shall be retained showing which members approved the payment online.
- 7.8. A full list of all payments made in a month shall be provided to the next council meeting.
- 7.9. With the approval of the council in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are signed/approved online by two authorised members. The approval of the use of each variable direct debit shall be reviewed by the council at least every two years.
- 7.10. Payment may be made by BACS or CHAPS by resolution of the council provided that each payment is approved online by two authorised bank signatories, evidence is retained and any payments are reported to the council at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 7.11. If thought appropriate by the council, regular payments of fixed sums may be made by banker's standing order, provided that the instructions are signed or approved online by two members, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by the council at least every two years.
- 7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by the Clerk and a member of the council. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every two years.
- 7.13. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.14. Remembered password facilities other than secure password stores requiring separate identity verification should not be used on any computer used for council banking.

7.15.

## **8. Payment cards**

- 8.1. Any Debit Card issued for use will be specifically restricted to the Clerk and will also be restricted to a single transaction maximum value of £500 unless authorised by council or finance committee in writing before any order is placed.
- 8.2. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the council. Transactions and purchases made will be reported to the council and authority for topping-up shall be at the discretion of the council.

8.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk and any balance shall be paid in full each month.

8.4. Personal credit or debit cards of councillors or staff shall not be used except for expenses of up to £500 including VAT, incurred in accordance with council policy.

## **9. Petty Cash**

9.1. The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly

## **10. Payment of salaries and allowances**

**10.1. As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.**

**10.2. Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.**

10.3. Salary rates shall be agreed by the council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the council.

10.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts.

10.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.

10.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by [the finance committee] to ensure that the correct payments have been made.

10.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.

10.8. Before employing interim staff, the council must consider a full business case.

## **11. Loans and investments**

11.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.

11.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.

- 11.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 11.4. All investment of money under the control of the council shall be in the name of the council.
- 11.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 11.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

## **12. Income**

- 12.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 12.2. The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. The RFO shall be responsible for the collection of all amounts due to the council.
- 12.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by the RFO and shall be written off in the year. The council's approval shall be shown in the accounting records.
- 12.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.
- 12.5. Personal cheques shall not be cashed out of money held on behalf of the council.
- 12.6. Any repayment claim under section 33 of the VAT Act 1994 shall be made at least annually at the end of the financial year.
- 12.7. Where significant sums of cash are regularly received by the council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals banking such cash.

## **13. Payments under contracts for building or other construction works**

- 13.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.
- 13.2. Any variation of, addition to or omission from a contract must be authorised by the Clerk to the contractor in writing, with the council being informed where the final

cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

#### **14. Stores and equipment**

- 14.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.
- 14.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.
- 14.3. Stocks shall be kept at the minimum levels consistent with operational requirements.
- 14.4. The RFO shall be responsible for periodic checks of stocks and stores, at least annually.

#### **15. Assets, properties and estates**

- 15.1. The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.
- 15.2. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.
- 15.3. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 15.4. No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).

No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, except where the estimated value of any one item does not exceed [£500]. In each case a written report shall be provided to council with a full business case.

#### **16. Insurance**

- 16.1. The RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.

- 16.2. The Clerk shall give prompt notification to the council of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 16.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to the council at the next available meeting. The RFO shall negotiate all claims on the council's insurers.
- 16.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

## **17. Suspension and revision of Financial Regulations**

- 17.1. The council shall review these Financial Regulations annually and following any change of clerk or RFO. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.
- 17.2. The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.
- 17.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.



## **Appendix 1 - Tender process**

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order [insert reference of the council's relevant standing order] and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.



## **Freedom of Information Policy**

**reviewed 4<sup>th</sup> March 2024**  
***To Be Reviewed 12<sup>th</sup> May 2025***

### **Freedom of Information Act 2000**

The above act provides for the provision of certain records of Town and Parish Councils. The list below contains the statutory requirements of Buckland & Chipping Parish Council in providing information. The Clerk is normally willing, subject to the Data Protection Act, to provide other information wherever possible.

#### **1. Council Internal Practice and Procedure**

- Minutes of Council meetings – limited to the last 2 years
- Procedural Standing Orders
- Council's Annual Report
- Agendas and supporting papers for Council meetings – limited in each case to the next scheduled meeting
- Terms of Reference for Committees
- Internal Review (Complaints) Procedure (non statutory)

#### **2. Code of Conduct**

- Members' Declaration of Acceptance of Office
- Members' Register of Interests (now available for viewing on the Parish Council website under the Localism Act 2012)

#### **3. Periodic Electoral Review**

- Information relating to the last Periodic Electoral Review of the Council area
- Information relating to the latest boundary review of the Council area

#### **4. Employment Practice and Procedure**

- Terms and conditions of employment
- Job descriptions
- Equal Opportunities Policy
- Health & Safety Policy
- Staffing structure

#### **5. Planning Documents**

- Responses to planning applications
- Buckland & Chipping Conservation Area
- Parish Plan

#### **6. Audit and Accounts**

- Annual return form – limited to last financial year
- Annual Statutory report by External Auditor – limited to last financial year
- Receipt/payment books, bank statements – limited to the last financial year
- Precept request – limited to last financial year
- VAT records – limited to last financial year
- Financial Standing Orders and Regulations
- Asset Register
- Risk Assessments
- Loan sanction approvals
- Fees and charges applied by the Council
- Register/file of members allowances



# ***Buckland & Chipping Parish Council***

## **General Reserves Policy**

**adopted 16<sup>th</sup> December 2024**

***To Be Reviewed 12<sup>th</sup> May 2025***

### **1. Introduction**

Buckland and Chipping Parish Council is required to maintain adequate Financial Reserves to meet the needs of its operations and to ensure financial security. The purpose of this policy is to set out how the Council will determine and review the level of reserves.

The Joint Panel on Accountability and Governance Practitioners Guide (JPAG) (March 2021 edition) advises:

*“As with any financial entity, it is essential that authorities have sufficient reserves (General and Earmarked) to finance both its day-to-day operations and future plans. It is important, however, given that its funds are generated from taxation/public levies, that such reserves are not excessive.”*

Sections 32 and 43 of the Local Government Finance Act 1992 require local authorities to have regard to the level of reserves needed for meeting estimated future expenditure when calculating the budget requirement. However, there is no specific minimum level of reserves which an authority should hold, and it is the responsibility of the Responsible Financial Officer to advise the Parish Council about the level of reserves and to ensure that there are procedures for their establishment and use.

### **2. Types of Reserves**

These may be categorised as either General or Specific.

#### **2.1. General Reserves**

General Reserves are funds which do not have any restrictions on their use. They cushion the impact of uneven cash flows, offset budget requirements, if necessary, or can be held in case of unexpected events or emergencies. Setting the level of General Reserves is agreed with the Annual Budget.

JPAG (March 2021 edition) advises:

*“The generally accepted recommendation with regard to the appropriate minimum level of a Smaller Authority’s General Reserve is that this should be maintained at between three (3) and twelve (12) months Net Revenue Expenditure (NRE).”*

*“The smaller the authority, the closer the figure should be to 12 months NRE, the larger the authority the nearer to 3 months. In practice, any authority with an NRE in excess of £200,000 should plan on 3 months equivalent.”*

The primary means of building General Reserves will be through allocation from the annual budget or underspend on projects. This will be in addition to any amounts needed to replenish reserves which have been spent in the previous year. If in extreme circumstances General Reserves were exhausted due to major unforeseen spending pressures within a particular financial year, the Parish Council would be able to draw down from its Ear Marked Reserves to provide short term resources.

## **2.2. Earmarked Reserves ‘EMR’s**

EMRs must be held for genuine and intended purposes and their level should be subject to annual review and justification. They should be separately identified to prevent query from internal and external auditors.

EMRs are held for several reasons and shall only be used for the purpose for which they were created:

- Renewals – to enable the planning and financing of an effective program of equipment replacement and property maintenance/refurbishment. The funds required are built up incrementally over several years when taking into account asset conditions and asset life. They are a mechanism to smooth expenditure without the need to vary budgets.
- Carry forward of underspend on an uncompleted project – expenditure committed to a project but not spent in the budget year. Reserves can be used as a mechanism to carry forward those resources.
- Developers Contributions – proceeds from developers which can only be used for specified purposes.
- Other Earmarked Reserves – these may be set up from time to time to meet known or predicted liabilities.

Where the purpose of an Earmarked Reserve becomes obsolete, or where there is an over-provision of funds, the excess may, on the approval of the Parish Council, be transferred to other budget headings within the revenue budget, to General Reserves or to one or more other Earmarked Reserves.

EMRs will be established on a “needs” basis in line with anticipated requirements and these are to be reviewed annually when the budget is agreed.

Any decision to set up an EMR must be approved by Parish Council. If the EMRs are used to meet short term funding gaps, they must be replenished in the following financial year. However, EMRs which have been used to meet a specific liability would not need to be replenished, after having served the purpose for which they were originally set up.

### **3. Management and Control of Reserves**

Movements in Earmarked Reserves and General Reserves shall be reported to the Parish Council as part of the quarterly Budget to Actual Report and at monthly meetings if required. The use of Reserves shall be approved by the Parish Council.

The level of General Reserves shall be reviewed on an annual basis during the annual budgetary review and agreed by the Parish Council. The minimum level of General Reserves shall be recommended to the Parish Council by the Responsible Financial Officer. This will form part of the recommendations for the Annual Budget and Precept request by the Parish Council.

The current level of General Reserves to be held by the Council is set at equal to between nine and twelve months of predicted expenditure.

Earmarked Reserves shall be reviewed on an individual basis. This review will also be undertaken as part of the Annual Budgetary Review. Approval for the creation, amendment, cessation or continuation of Earmarked Reserves will be given by the Parish Council.



## ***Buckland & Chipping Parish Council***

# **Grievance Procedure**

reviewed May 2024

*To Be Reviewed 12<sup>th</sup> May 2025*

### **1. INTRODUCTION**

- 1.1. This procedure applies to all employees of Buckland & Chipping Parish Council (“the Council”).
- 1.2. The objectives of the procedure are: -
  - To foster good relationships between the Council and its employees by discouraging the harbouring of grievances;
  - To settle grievances as near as possible to their point of origin;
  - To ensure the Council treats grievances seriously and resolves them as quickly as possible; and
  - To ensure that employees are treated fairly and consistently throughout the Council.
- 1.3. Matters **excluded** from this procedure are as follows: -
  - Appeals against salary or gradings;
  - Appeals against disciplinary actions;
  - Income tax, national insurance matters, rates of pay collectively agreed at the national or local level;
  - Rules of pension schemes; and
  - A grievance about a matter over which the Council has no control.

### **2. INFORMAL GRIEVANCE PROCEDURE**

In the interests of maintaining good working relations the employee is encouraged to first discuss any grievance with the Clerk/Chairman with a view to resolving the matter informally if appropriate. If the employee feels that this is not appropriate or he or she wishes to pursue a formal grievance they should follow the procedure detailed below.

### **3. FORMAL GRIEVANCE PROCEDURE**

- 3.1. The employee must set out his/her grievance in writing (“Statement of Grievance”) and provide a copy to the Clerk/Chairman.
- 3.2. Once the Chairman has had a reasonable opportunity to consider its response to the information provided in the Statement of Grievance the employee will be invited to attend a grievance meeting with the Council to discuss the matter.

- (i) The employee must take all reasonable steps to attend the meeting.
  - (ii) Grievance meetings will normally be convened within 14 days of the Council receiving the Statement of Grievance.
  - (iii) The employee has the right to be accompanied to a grievance meeting by a fellow employee or by a Trade Union representative.
  - (iv) If the meeting is inconvenient for either the employee or his/her companion, the employee has the right to postpone the meeting by up to 5 working days.
- 3.3. A grievance meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the employee time to consider the decision.
  - 3.4. After the meeting the employee will be informed of the Council's decision within 5 working days. [The meeting may be reconvened for this purpose]. The Council's decision will be confirmed to the employee in writing.
  - 3.5. If the employee wishes to appeal against the Council's decision, he/she must inform the council within 5 working days of receiving the decision.
  - 3.6. If the employee notifies the Council that they wish to appeal, the employee will be invited to attend a grievance appeal meeting before the Council. The employee must take all reasonable steps to attend that meeting. The employee has the right to be accompanied to a grievance appeal meeting by a fellow employee or by a Trade Union representative.
  - 3.7. A grievance appeal meeting will normally be convened within 7 working days of the Council receiving notice that the employee wishes to appeal pursuant to 3.5. above. If the meeting time is inconvenient for the employee or his/her companion, the employee may ask to postpone the meeting by up to 5 working days.
  - 3.8. After the grievance appeal meeting the employee will be informed of the Council's final decision within 5 working days. [The meeting may be reconvened for this purpose]. The Council's decision will be confirmed to the employee in writing.

#### **4. MODIFIED COUNCIL GRIEVANCE PROCEDURE (FOR FORMER EMPLOYEES)**

- 4.1. If an ex-employee wishes to raise a grievance, he/she must set out their grievance and the basis for that grievance in writing and provide a copy to the Chairman of the Council.
- 4.2. Following receipt of a statement of grievance pursuant to 4.1. above, the Council will either write to the ex-employee inviting him or her to attend a meeting to discuss the grievance, or to ask for the ex-employee's agreement to the Council responding to the grievance in writing.
  - 4.2.1. If the ex-employee does not agree to the matter being dealt with by correspondence within 7 working days of the Council writing to them pursuant to 4.2. above steps 3.1. to 3.4. of the Council's Grievance Procedure will be followed. The meeting will be conducted by the Council.

- 4.2.2. If the ex-employee does agree to the matter being dealt with by correspondence, the Council will consider his/her grievance and will respond to the ex-employee in writing within 14 days of the receipt of such confirmation setting out the basis for the Council's decision.

## **5. GENERAL PROCEDURAL INFORMATION**

- 5.1. Grievances raised under the Parish Council's Grievance Procedure will normally be investigated, and any meetings to discuss the grievance conducted by the Clerk/Chairman.
- 5.2. If an employee's grievance is about the Clerk they should raise the matter with the Council Chairman. All investigations and any grievance meeting will be conducted by the Chairman and any grievance appeal meeting will be conducted by 3 members of the Council.
- 5.3. A grievance raised by the Clerk to the Council will be conducted by the Council Chairman. Any grievance appeal meeting will be conducted by 3 members of the Council.
- 5.4. A copy of the Statement of Grievance, a note of the decision taken at the first stage of the procedure, any notice of appeal and appeal decision will be placed on the employee's/ex-employees personnel file, together with any notes or evidence taken or compiled during the course of the procedure.
- 5.5. Where a grievance concerns the Chairman of the Council, matters will be conducted by the Vice-Chairman of the Council.





## *Buckland & Chipping Parish Council*

# **Retention of Documents and Records** **Policy**

reviewed May 2024

*To Be Reviewed 12<sup>th</sup> May 2025*

This policy details the minimum retention time required for council documents before disposal in order for the council to comply with the Freedom of Information Act 2000 Publication Scheme. Where variable times are indicated the Council will review storage after the minimum period has elapsed.

<b>Document</b>	<b>Minimum Period</b>	<b>Reason</b>
<b>MINUTES</b>		
Approved minutes	Indefinite	Archive
Draft/rough/notes of minutes taken at meetings	Until minutes are approved	Management
<b>FINANCE</b>		
Receipt and Payment Accounts	Indefinite	Archive
Paid invoices	6 years	VAT
VAT records	6 years	VAT
Bank Statements	Last completed audit year	Audit
Paying in books	Last completed audit year	Audit
Cheque stubs	Last completed audit year	Audit
Scales of fees and charges	5 years	Management
Members allowances register	6 years	Tax, Statute of Limitations
<b>PLANNING</b>		
Permissions	6 years	Compliance
Permissions - on appeal	Indefinite	Precedent
Permissions - commercial or development	Indefinite	Future compliance
Refusals	2 years	Appeals
<b>INSURANCE</b>		
Insurance policies	2 years	Management
Certificates of Employers' Liability Insurance	40 years	Limitation period
<b>OTHER</b>		
Quotations and tenders	12 years /indefinite	Statute of Limitations
Title deeds, leases, agreements, contracts	Indefinite	Audit, Management
Routine correspondence, papers & emails		Retain as long as useful
Notes from meetings	Until minutes are confirmed	Minutes are signed



# ***Buckland & Chipping Parish Council***

## **Action Plan**

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### **1. Introduction**

- Purpose: To enhance community well-being and local governance.
- Overview: Representing residents, maintaining local infrastructure, and fostering community spirit.

### **2. Governance & Administration**

- Ensure compliance with legal requirements.
- Maintain transparency through published agendas and minutes.
- Encourage community participation in council meetings.

### **3. Community Engagement**

- Organize regular public meetings and consultations.
- Improve communication via the parish website, newsletters, and social media.
- Support and provide local events and initiatives.

### **4. Infrastructure & Environment**

- Maintain public spaces and footpaths.
- Implement sustainability initiatives (e.g., tree planting, waste reduction).
- Address local concerns such as traffic, and safety.

### **5. Finance & Budgeting**

- Set and manage the annual budget.
- Ensure responsible spending and financial accountability.
- Seek grants and funding opportunities.

### **6. Planning & Development**

- Review and respond to planning applications.
- Support appropriate local development.
- Preserve historical and environmental assets.

### **7. Monitoring & Review**

- Establish measurable goals and timelines.
- Conduct regular progress reviews.
- Adjust the plan based on community feedback.