



LLANHARAN COMMUNITY COUNCIL

Minutes of the Council's Annual Meeting held on a hybrid basis (in person at Llanharan OAP hall and by remote attendance), at 7pm on Thursday 22nd May 2025.

The meeting was held in accordance with:
The Local Government and Elections (Wales) Act 2021

Members Present:

Councillors; David Evans (partial) (Chair up to and including AM2025/001), Rhys Jenkins (Chair following AM2025/001), Chris Parker, Janine Turner, Mark Steer, Neil Feist, Robert Smith, Nick Richards, Claire Morgan (partial).

Apologies: None.

Absent: Cllrs Will Thomas, Geraint Hopkins JP, Rhys A Jenkins.

Clerk to the Council: Leigh Smith

RFO/Deputy Clerk to the Council: Lisa Phillips

2 members of the public.

AM2025/001 Election of Chair of the Council

a) RESOLVED

To elect Cllr Rhys Jenkins as Chair of the Council with the declaration of acceptance of office to be signed at the next convenient opportunity but before the next council meeting as per the requirements of Section 83(4) of the Local Government Act 1972.

b) RESOLVED

For Cllr Rhys Jenkins to act as Chair of the meeting for the remainder of the meeting.



AM2025/002 Election of Deputy Chair of the Council

RESOLVED

To elect Cllr Chris Parker as Deputy Chair of the Council with the declaration of acceptance of office to be signed at the next convenient opportunity but before the next council meeting as per the requirements of Section 83(4) of the Local Government Act 1972.

AM2025/003 Minutes of Annual Meeting held 16th May 2024

Noted.

AM2025/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.

a) RESOLVED

Human resources Committee (3)

Membership: Cllrs Rhys Jenkins, Chris Parker, Robert Smith.

Chair: Rhys Jenkins

Deputy Chair: Chris Parker

Terms of reference:

1. The HR Committee is constituted to be responsible for scrutinising matters relating to Human resources and personnel matters.

2. The HR Committee has delegated powers to deal with HR related matters via resolutions relating to the Council's employees.

Including but not limited to grievances, disciplinary matters including the issue of formal warnings, sickness and absence and occupational health matters in line with the policies and procedures of the Council. The HR Committee can only make recommendations to full Council, rather than making its own resolutions, under the following circumstances:

- Any action which would incur a cost to the council or is likely to have a current or future financial implication.
- Effect the dismissal, redundancy or involuntary retirement of any employee.



3. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.
4. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.
5. Meetings will be held at least twice per year and then as required subject to the discretion of the Chair.

Scheduled meeting dates 2025/26

26th June 2025, 4th December 2024 (Budget and appraisals)
others as required.

b) RESOLVED

Audit Committee (5)

Membership: Cllrs David Evans, Janine Turner, Nick Richards, Chris Parker, Rhys Jenkins.

Chair: Rhys Jenkins

Deputy Chair: Janine Turner

Terms of reference:

1. The Audit Committee is constituted to be responsible for scrutinising matters relating to financial matters.
2. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless specific delegation on particular matters is devolved to the Committee by a resolution of Council.
3. The Audit Committee will scrutinise the Council's financial processes and procedures and monitor good financial governance. The Committee will also monitor spend against budget.
4. The Audit Committee will hear normal grant applications in the first instance taking regard of the Council's grants budget and make recommendations to Full Council.
5. The Audit Committee will scrutinise the draft budget, the Annual financial return and audit reports and will make recommendations to Full Council.
6. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.
7. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.



8. Meetings will be held at least 4 times per year and then as required subject to the discretion of the Chair.

Scheduled meeting dates 2025/26

2025: 12th June 2025 (Audit report and AGAR), 10th July 2025 (Grants 1), 2nd October

c) RESOLVED

Community Infrastructure Levy (CIL) Committee (6)

Membership: Cllrs Janine Turner, Rhys Jenkins, Chris Parker, Neil Feist. Claire Morgan, Nick Richards.

Chair: Janine Turner

Deputy Chair: Neil Feist

Terms of reference:

1. The CIL Committee is constituted to be responsible for identifying, appraising and scrutinising potential projects for the Council's CIL 123 and active project list.
2. The CIL committee is responsible for monitoring CIL receipts and for monitoring the progress of individual projects and any expenditure approved by the full council.
3. The Committee shall identify processes and actions to ensure the responsible day to day management of CIL monies and projects.
4. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council.
5. The committee will commission, receive, consider and take action, including incurring expenditure, as necessary in relation to CIL subject to this being agreed by the Full Council.
6. The Committee will oversee the day to day management of the Council's CIL monies and projects and will respond to any issues regarding CIL
7. Membership numbers are limited to eight serving Community Councillors appointed to the Committee by the Full Council. Two councillors from the Llanharan ward, two from the Brynna ward and one from the Bryncae ward. If this spread cannot be achieved Full Council may appoint councillors from any ward.
8. The Chair and Deputy-chair are appointed by the Full Council Annual General Meeting held each year.
9. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Deputy-chair of the Committee.
12. Meetings will be held every 2 months or sooner if required.

Scheduled meeting dates 2025/26



2025: 5th June, 4th September, 13th November,
2026: 26th February 2026, 14th May.

d) RESOLVED

Open Spaces, Rights of Way, Allotments Levy (ORA) Committee (5)

Membership: Cllrs Mark Steer, Neil Feist, Will Thomas, Robert Smith, Chris Parker

Chair: Mark Steer

Deputy Chair: Neil Feist

Terms of reference:

1. The ORA Committee is constituted to be responsible for scrutinising and making recommendations to Council regarding all aspects of the Council's work regarding Open spaces, Rights of Way and Allotments.
2. The Committee shall identify processes and actions to ensure the responsible day to day management of ORA matters.
3. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council.
9. Membership numbers are limited to five serving Community Councillors appointed to the Committee by the Full Council.
10. The Chair and Vice-chair are appointed by the Full Council Annual General Meeting held each year.
11. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.
12. Meetings will be held every 2 months or sooner if required.

Scheduled meeting dates 2025/26

2025: 3rd July, 25th September, 27th November,
2026: 5th March 2026, 28th May

e) RESOLVED

Community Engagement (CEC) Committee (4)

Membership: Cllrs David Evans, Neil Feist, Chris Parker, Nick Richards..

Chair: David Evans

Deputy Chair: Neil Feist

Terms of reference:

1. The Community Engagement Committee is constituted to be responsible for scrutinising matters relating to matters listed in clause 8.



2. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless specific delegation on particular matters is devolved to the Committee by a resolution of Council.
 3. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.
 4. The quorum necessary for the transaction of business shall be three.
 5. Meetings will be held at least twice per year and then as required subject to the discretion of the Chair.
 6. The Clerk to the Council shall act as the proper officer of the Committee. The proper officer shall produce an agenda and minutes of the meetings in accordance with Llanharan Community Council standing orders.
 7. At the Annual Meeting of the Llanharan Community Council membership of the committee is reviewed and voted on together with these Terms of Reference and a Chair and Deputy Chair elected.
 8. The Committee shall consider the following topics:
 - The annual Llanharan Community Awards.
 - The annual fireworks event.
 - The provision of Christmas lights.
 - The provision of summer plants.
 - The proposed active travel route from 'The black path' to Bryncae.
 - And any other topics referred to it by resolution of Council.
- The Clerk to provide a timetable of key milestones for these issues to the Committee Chair.

Scheduled meeting dates 2025/26

2025: 31st July, 30th September,

2026: 5th February, 7th May.

f) RESOLVED

The Trens and Ewenni Crossings Project Committee (TEC) (9)

Note: Standing order 19.8 was suspended to allow membership to exceed 8

Membership: Cllrs David Evans, Chris Parker, Will Thomas, Janine Turner, Rhys Jenkins, Mark Steer, Neil Feist, Claire Morgan and Robert Smith.

Chair: Chris Parker

Deputy Chair: Janine Turner

Terms of reference:

The committee be explicitly delegated full financial control to spend CIL funds allocated to the project LCC23/01 Bridge Over the River Ewenny by full council.



The committee be delegated authority to oversee, scrutinise and make decisions on all aspects of the project known as project LCC23/01, "Bridge over the River Ewenny" the scope of which is set by resolution of the Council.

To report to Council at each of its ordinary meetings on any resolutions made and all activity undertaken since the previous ordinary meeting.

To follow any other action as directed by the Council

Scheduled meeting dates 2025/26:

2025: 11th September, 9th October, 6th November, 11th December,

2026: 8th January, 12th February, 12th March, 2nd April

g) RESOLVED

Bryncae Community Centre Committee (5 Council members, 2 MOP)

Membership: Cllrs Rhys Jenkins, Chris Parker, Janine Turner, Robert Smith, Nick Richards.

Chair: Chris Parker

Deputy Chair: Janine Turner

Terms of reference: Reporting to full council.

The Committee to be delegated powers to approve expenditure on equipment that would improve the attractiveness of the centre to potential users and that such expenditure to be met out of the working capital of the community centre. The Committee be delegated authority to draw up or alter the terms and conditions of hire. The Committee be delegated authority to oversee and direct the cleaning strategy for the centre and appoint a contractor accordingly to carry out such duties. The cost of such an arrangement to be met out of the working capital of the community centre. The Committee to be empowered to ensure that the activities within the centre carry an element of social value to reflect the needs of the community. The Committee be delegated authority to decide the hire fees and other fees for the use of the centre and to ensure that such fees reflect value for money for the community. The Clerk and/or RFO to be delegated powers to: a) approve expenditure on consumable items such as toilet rolls, hand towels and cleaning products to the value of £250 at any one time and that such expenditure to be met out of the working capital of the community centre. b) to pay back any deposit that has been made for a booking within the provisions of the booking conditions. c) energy and utility bills are paid subject to due diligence by the RFO without further reference to full Council and that such expenditure is to be met out of the working capital of the community centre. d) Any CIL expenditure to be processed in the normal



way via the CIL committee and full council. e) Once the additional assistant clerk is employed the Council commits to the implementation of an online booking system that allows users to see what dates and times are available and to pay the required deposit for such a booking. The cost of implementation to be met from Council funds.

Note: Following the signing of the lease and the formal transfer of the Community Centre to Llanharan Community Council for the Clerk to take immediate responsibility for all matters of statutory compliance and compliance with the lease. The Clerk to obtain such quotations as necessary for presentation to Council for the supply of goods and services required to maintain statutory compliance and to act within the council's Financial Regulations

Scheduled meeting dates 2025/26:

2025: 24th July, 23rd October.

2026: 29th January 2026, 30th April 2026

h) RESOLVED

Showerblock Committee (4 Council members)

Membership: Cllrs Rhys Jenkins, Chris Parker, Robert Smith, Neil Feist,

Chair: Chris Parker

Deputy Chair: Robert Smith

Terms of reference: Reporting to full council.

The Committee to be delegated authority to spend the CIL funds allocated to LCC25/01 "Improvements to the Welfare Ground Shower Block" project (this spend to include legal fees, the costs of surveys etc.... relating to the work but NOT the transfer of the asset) and to facilitate negotiations with LRGT regarding the scope of work to be carried out, including any discretionary improvement/upgrade work to be carried out in addition to that identified in the building condition report. The Committee to progress and scrutinise all other aspects of the asset transfer making recommendations to Full Council for resolution, taking into account the basis for the transfer that has already been negotiated informally.

Scheduled meeting dates 2025/26: TBD



AM2025/005 Working Groups and their members and Chairpersons and to review terms of reference

a) RESOLVED

Trenos Crossing and Ewenny Bridge Working Group (4)

Membership: Cllrs Chris Parker, Mark Steer, Neil Feist, Robert Smith.
Plus various external stakeholders upon invitation.

Chair: Chris Parker **Deputy Chair:** Neil Feist

Terms of reference: Reporting to the Trenos and Ewenni Crossings Project Committee. To carry out work to facilitate the delivery of a railway crossing bridge at the Trenos railway crossing, the crossing over the River Ewenny and any associated rights of way.

b) RESOLVED

To dissolve the Fireworks Working Group, Senior Citizen's Christmas Lunches Working Group, VE Day 80th Anniversary Event Working Group and Community Awards Ceremony Working Group and to form:

Events Working Group (2)

Membership: Cllrs Janine Turner, David Evans, Rhys Jenkins, Rob Smith, Chris Parker, Neil Feist.

Chair: Janine Turner.

Terms of reference: Reporting to the CEC Committee. To examine any arrangements or terms to be set regarding the holding of community events including providers, venues and any other aspects of an event. Incorporating the fireworks display and Senior Citizen's Christmas Lunches.

c) RESOLVED

Bryncae Community Centre Working Group (4)

Membership: Cllrs Rhys Jenkins, Chris Parker, Janine Turner, David Evans.

Chair: Chris Parker

Terms of reference: Reporting to the Bryncae Community Centre Committee. To examine and make recommendations to council regarding options for the



governance of the community centre following the signing of the lease, taking into account the practical aspects of the safe and effective running of the centre, decision making mechanisms and extent and limits of any delegated authority.

d) RESOLVED

Walking and Multiuser Leaflets Working Group (4)

Membership: Cllrs Mark Steer, Neil Feist, Will Thomas, Robert Smith.

Chair: Mark Steer

Terms of reference: Reporting to the ORA Committee. The Walking and Multiuser Leaflets Working Group to be tasked with examining the details of arranging the leaflets for Route 1 and for subsequent leaflets.

e) RESOLVED

To merge the Oakbrook Skatepark Working Group and Pump Track Working Group to form:

Oakbrook Skatepark refurb and pump track Working Group (4)

Membership: Chris Parker, Janine Turner, David Evans, Neil Feist

Chair: Chris Parker

Terms of reference: Reporting to the CIL Committee. To investigate the feasibility and arrangements of refurbishing the Oakbrook skatepark and arrangements for building a pump track in the community

f) RESOLVED

Jubilee Marsh Multi-User Route Working Group (6)

Membership: Mark Steer, Chris Parker, Robert Smith, David Evans, Janine Turner, Neil Feist.

Chair: Chris Parker

Terms of reference: Reporting to the CEC Committee. The working group to be responsible for investigating the procurement of a feasibility study for the route and to investigate other matters associated with the project.



g) RESOLVED

Hamlet/Ward Gateway Working Groups (3)

Membership: Will Thomas, Neil Feist, Claire Morgan, Nick Richards.

Chair: Neil Feist

Terms of reference: Reporting to the ORA Committee. To investigate options for the style, placement, wording and other factors regarding potential purchase and placement of Hamlet/Ward gateway signage.

h) RESOLVED

Annual survey Working Group (5)

Membership: Robert Smith, David Evans, Neil Feist, Rhys Jenkins, Chris Parker.

Chair: Robert Smith

Terms of reference: Reporting to the CEC Committee. To examine arrangements to run an annual survey of residents to help better understand what residents want and how they feel the community council can support them through the services provided. The survey to run at an appropriate time to allow members to digest the results which will help inform the budget for the following financial year.

i) RESOLVED

Digital Working Group

Membership: Rhys Jenkins, David Evans, Will Thomas and Chris Parker.

Chair: Rhys Jenkins.

Terms of reference: To examine how the council can make best use of technology. Reporting to full council.

j) RESOLVED

Festive Display Working Group (4)

Membership: Chris Parker, Neil Feist, Janine Turner, Rhys A Jenkins, Nick Richards.



Chair: Chris Parker

Terms of reference: Reporting to CEC Committee. To consider the specification and other arrangements for the Christmas lights and festive display for 2025 and beyond

Cllr Claire Morgan joined the meeting.

AM2025/006 Appointees to external bodies and reporting arrangements.

a) *RESOLVED*

RCT/Town and Community Council Liaison Committee: Cllr Rhys Jenkins and Cllr Chris Parker

One Voice Wales, RCT/Merthyr/Caerphilly area Committee: Cllr Robert Smith

One Voice Wales Larger Council's Committee: Cllr Robert Smith

Dolau Primary School appointed governor: Cllr Neil Feist

Llanharan Primary School appointed governor: Cllr Geraint Hopkins

Brynnau Primary School appointed governor: Cllr Rhys Jenkins

The Wildlife Trust (Brynnau Woods/Llanharan Marsh) Liaison: Cllr Mark Steer.

Llanharan Community Development Project (LCDP) Liaison: Cllr Robert Smith

Cllr David Evans left the meeting.

b) *RESOLVED*

Arrangements for the reporting back to Council of appointees shall be for members to report when there has been a meeting (during the appropriate point on the agenda in a council meeting if in attendance or via an email if not), whether they attended that meeting and whether there is anything relevant to report.



AM2025/007 Civic Allowances for the municipal year 2025/26

a) RESOLVED

To pay the members 'extra costs' allowance of £156 a year to all members with immediate effect, except to those who formally write to the Clerk indicating that they do not wish to receive the allowance.

b) RESOLVED

To pay members £52 a year for the cost of office consumables required to carry out their role, payments to be made with immediate effect.

c) RESOLVED

For those Councillors who wish to make a claim for a mandatory contribution towards costs of care and personal assistance to contact the Clerk for further details.

Cllr Rhys Jenkins wished the minutes to reflect that he did not participate in the debate and abstained from the vote regarding the timing and scheduling of any payments for the Chairs allowance and Deputy Chairs allowance.

Cllr Chris Parker wished the minutes to reflect that he did not participate in the debate and abstained from the vote regarding the timing and scheduling of any payments for the Chairs allowance and Deputy Chairs allowance.

d) RESOLVED

To pay a Chair's allowance of £1500 to the Chair of the Council with immediate effect.

e) RESOLVED

To pay a Deputy Chair's allowance of £500 to the Deputy Chair of the Council with immediate effect.

f) RESOLVED

For those Councillors who wish to make a claim for the optional Financial Loss Allowance to contact the Clerk for further details so that a claim can be made, proof of financial loss being required.



Cllr Neil Feist requested a recorded vote regarding then motion relating to f) above.

For: Cllrs Robert Smith, Nick Richards, Chris Parker, Claire Morgan, Rhys Jenkins.

Against: Cllr Neil Feist.

Abstained: Cllr Mark Steer.

g) RESOLVED

For Travel and Subsistence payments to be made to members but only on a case by case basis and where they have been explicitly approved in advance by full council.

h) RESOLVED

Not to pay any attendance allowance.

AM2025/008 Written Motions in a municipal year

RESOLVED

The maximum total of motions required by written notice that can be considered by the Council in the municipal year to be set at 'unlimited'.

AM2025/009 Written Motions in a single meeting

RESOLVED

The maximum total of motions required by written notice that can be considered by the Council in any one ordinary meeting to be set at '3'

AM2025/010 Appeals and Disciplinary process

RESOLVED

To note the appeals and disciplinary process resolved under delegated authority by the HR Committee and contained within the Disciplinary policy and procedure V2.

AM2025/011 Policies and procedures

RESOLVED

To reaffirm and approve the following policies of the Council:



- 1.LCC Artificial intelligence policy V1
- 2.Equality & diversity policy V2
- 3.Grievance policy & procedure V2
- 4.Sickness & absence policy V2
- 5.Vexatious policy V1
- 6.Complaints procedure V1
- 7.Allotment tenancy agreement V2
- 8.Poultry wellbeing policy V2
- 9.Publication scheme V1
10. Treasury & Investment policy V1

AM2025/012 Internal Auditor For the Financial Year 2025/26 *RESOLVED*

To appoint WGW as the internal auditor for 2025/26

AM2025/013 To review banking mandate signatories and PSDF directors *RESOLVED*

To appoint the following as authority and signatories:

Barclays bank main contact of authority: Rhys Jenkins.

Banking mandate for cheques and direct debits: The Clerk, The RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins.

Online banking (and authorisations): The Clerk, the RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins.

Barclaycard main contact of authority: The RFO.

Public Sector Deposit Fund directors: Cllrs Rhys Jenkins, Chris Parker, Claire Morgan.

AM2025/014 Asset Register

RESOLVED

To approve the Council's asset register as presented in 'Appendix 14 – Asset register updated Yr end 2024-2025' with a threshold of £250.

AM2025/015 Insurance cover in respect of insurable risks.

RESOLVED

To approve the details of the insurance cover provided in 'Appendix 15 - £5850.88' and to authorise the officers to spend up to that amount to ensure cover.



AM2025/016 Service Level Agreements or other legal or arrangements with external groups.

Noted

**AM2025/017 Membership of The Society of Local Council Clerks (SLCC)
*RESOLVED***

To renew the Clerk and Deputy Clerk's/RFO membership of the Society of Local Council Clerks (SLCC) at a cost of £206 each and to pay the membership for the Assistant Clerk at a cost of £206. To authorise £618 to be spent.

**AM2025/018 Membership of One Voice Wales
*RESOLVED***

To renew the Council's membership of One Voice Wales and to authorise the Officers to spend up to £1766 accordingly.

**AM2025/019 Standing Orders
*RESOLVED***

To reaffirm and approve the Council's Standing Orders Version 3, adopted by Council on 18th July 2024, original Minute reference 2024/173.

AM2025/020 Financial Regulations

RESOLVED

To reaffirm and approve the Council's 'Financial Regulations as presented in 'AM App 20 – Financial Regulations V4.2' issued 20th June 2024, original minute reference 2024/139

**AM2025/021 Annual Report
*RESOLVED***

To defer consideration of the Annual report, incorporating the action plan and biodiversity plan to a future meeting.



AM2025/022 Training Plan

RESOLVED

To note progress against the Council's training plan 2024-2026

AM2025/23 Action plan for the coming municipal year incorporating the Biodiversity plan

RESOLVED

To defer consideration of the Annual report, incorporating the action plan and biodiversity plan to a future meeting.

AM2025/024 Other matters where 6 days prior written notice given to Clerk

None.

There being no further business the meeting closed at 9.11pm

Councillor Rhys Parker
Chair of the Community Council

Appendix 1

Election of Chair of the Council

Method of voting:

Subject to amending motions of council the proposed method of voting will be:

- To request nominations from Councillors for the position of Chair.
Councillors may nominate another Councillor, or themselves.
All nominees must be seconded to go forward to a vote.
- If there is more than one candidate, a vote will be conducted by a show of hands.
- A vote will be held, and all members of the council may give a vote. The voting process will continue until a majority is given in favour of one person.
- The presiding Chair has an extra casting vote in the event of a tie.
- Once the Chairman of the Council has been elected, he/she will complete their acceptance of office of Chairman of the Council form unless the Council resolves for this to be done at a later date.

Appendix 2

Election of Deputy Chair of the Council

Method of voting:

Subject to amending motions of council the proposed method of voting will be as per the process used to elect the Chair of the Council.



LLANHARAN COMMUNITY COUNCIL

Minutes of the Council's Annual Meeting held on a hybrid basis (in person at Llanharan OAP hall and by remote attendance), at 6.30pm on Thursday 16th May 2024.

The meeting was held in accordance with:
The Local Government and Elections (Wales) Act 2021

Members Present:

Councillors; David Evans (Chair), Chris Parker, Janine Turner, Mark Steer, Will Thomas, Neil Feist, Joanne Miller, Tracy Allen, Geraint Hopkins JP, Helen Donnan, Rhys Jenkins. Robert Smith.

Apologies: Cllr Andrea James..

Absent: None.

Clerk to the Council: Leigh Smith

RFO/Deputy Clerk to the Council: Lisa Phillips

AM2024/001 Election of Chair of the Council

RESOLVED

To elect Cllr David Evans as Chair of the Council with the declaration of acceptance of office to be signed at the next convenient opportunity.

AM2024/002 Election of Deputy Chair of the Council

RESOLVED

To elect Cllr Rhys Jenkins as Deputy Chair of the Council with the declaration of acceptance of office to be signed at the next convenient opportunity.

AM2024/003 Minutes of Annual Meeting held 18th May 2023

Noted.



AM2024/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.

RESOLVED

Human resources Committee (5)

Membership: Cllrs Rhys Jenkins, Andrea James, David Evans, Geraint Hopkins, Chris Parker.

Chair: Rhys Jenkins

Deputy Chair: Chris Parker

Terms of reference:

1. The HR Committee is constituted to be responsible for scrutinising matters relating to Human resources and personnel matters.

2. The HR Committee has delegated powers to deal with HR related matters via resolutions relating to the Council's employees.

Including but not limited to grievances, disciplinary matters including the issue of formal warnings, sickness and absence and occupational health matters in line with the policies and procedures of the Council. The HR Committee can only make recommendations to full Council, rather than making its own resolutions, under the following circumstances:

- Any action which would incur a cost to the council or is likely to have a current or future financial implication.
- Effect the dismissal, redundancy or involuntary retirement of any employee.

3. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.

4. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.

5. Meetings will be held at least twice per year and then as required subject to the discretion of the Chair.

Scheduled meeting dates 2024/25

To be decided by the Clerk with the consent of the Committee chair and communicated to members ASAP.



RESOLVED

Audit Committee (5)

Membership: Cllrs David Evans, Janine Turner, Andrea James, Chris Parker, Rhys Jenkins.

Chair: David Evans
Turner

Deputy Chair: Janine

Terms of reference:

1. The Audit Committee is constituted to be responsible for scrutinising matters relating to financial matters.
2. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless specific delegation on particular matters is devolved to the Committee by a resolution of Council.
3. The Audit Committee will scrutinise the Council's financial processes and procedures and monitor good financial governance. The Committee will also monitor spend against budget.
4. The Audit Committee will hear normal grant applications in the first instance taking regard of the Council's grants budget and make recommendations to Full Council.
5. The Audit Committee will scrutinise the draft budget, the Annual financial return and audit reports and will make recommendations to Full Council.
6. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.
7. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.
8. Meetings will be held at least 4 times per year and then as required subject to the discretion of the Chair.

Scheduled meeting dates 2024/25

To be decided by the Clerk with the consent of the Committee chair and communicated to members ASAP.



RESOLVED

Community Infrastructure Levy (CIL) Committee (5)

Membership: Cllrs Janine Turner, David Evans, Rhys Jenkins, Chris Parker, Helen Donnan, Mark Steer, Neil Feist. (+1 Vacancy).

Chair: Janine Turner

Deputy Chair: Neil Feist

Terms of reference:

1. The CIL Committee is constituted to be responsible for identifying, appraising and scrutinising potential projects for the Council's CIL 123 and active project list.
2. The CIL committee is responsible for monitoring CIL receipts and for monitoring the progress of individual projects and any expenditure approved by the full council.
3. The Committee shall identify processes and actions to ensure the responsible day to day management of CIL monies and projects.
4. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council.
5. The committee will commission, receive, consider and take action, including incurring expenditure, as necessary in relation to CIL subject to this being agreed by the Full Council.
6. The Committee will oversee the day to day management of the Council's CIL monies and projects and will respond to any issues regarding CIL
7. Membership numbers are limited to eight serving Community Councillors appointed to the Committee by the Full Council. Two councillors from the Llanharan ward, two from the Brynna ward and one from the Bryncae ward. If this spread cannot be achieved Full Council may appoint councillors from any ward.
8. The Chair and Deputy-chair are appointed by the Full Council Annual General Meeting held each year.
9. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Deputy-chair of the Committee.
12. Meetings will be held every 2 months or sooner if required.

Scheduled meeting dates 2024/25

To be decided by the Clerk with the consent of the Committee chair and communicated to members ASAP.



RESOLVED

Open Spaces, Rights of Way, Allotments Levy (ORA) Committee (5)

Membership: Cllrs Mark Steer, Neil Feist, Helen Donnan, Will Thomas, Tracy Allen plus co-opted member of the public (subject to acceptance) Oli Wicks.

Chair: Mark Steer

Deputy Chair: Neil Feist

Terms of reference:

1. The ORA Committee is constituted to be responsible for scrutinising and making recommendations to Council regarding all aspects of the Council's work regarding Open spaces, Rights of Way and Allotments.
2. The Committee shall identify processes and actions to ensure the responsible day to day management of ORA matters.
3. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council.
9. Membership numbers are limited to five serving Community Councillors appointed to the Committee by the Full Council.
10. The Chair and Vice-chair are appointed by the Full Council Annual General Meeting held each year.
11. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.
12. Meetings will be held every 2 months or sooner if required.

Scheduled meeting dates 2024/25

To be decided by the Clerk with the consent of the Committee chair and communicated to members ASAP.



RESOLVED

Community Engagement (CEC) Committee (5)

Membership: Cllrs David Evans, Neil Feist, Chris Parker, Joanne Miller, Andrea James.

Chair: David Evans

Deputy Chair: Chris Parker

Terms of reference:

1. The Community Engagement Committee is constituted to be responsible for scrutinising matters relating to matters listed in clause 8.
 2. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless specific delegation on particular matters is devolved to the Committee by a resolution of Council.
 3. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.
 4. The quorum necessary for the transaction of business shall be three.
 5. Meetings will be held at least twice per year and then as required subject to the discretion of the Chair.
 6. The Clerk to the Council shall act as the proper officer of the Committee. The proper officer shall produce an agenda and minutes of the meetings in accordance with Llanharan Community Council standing orders.
 7. At the Annual Meeting of the Llanharan Community Council membership of the committee is reviewed and voted on together with these Terms of Reference and a Chair and Deputy Chair elected.
 8. The Committee shall consider the following topics:
 - The annual Llanharan Community Awards.
 - The annual fireworks event.
 - The provision of Christmas lights.
 - The provision of summer plants.
 - The proposed active travel route from 'The black path' to Bryncae.
 - And any other topics referred to it by resolution of Council.
- The Clerk to provide a timetable of key milestones for these issues to the Committee Chair.

Scheduled meeting dates 2024/25

To be decided by the Clerk with the consent of the Committee chair and communicated to members ASAP.



AM2024/005 Working Groups and their members and Chairpersons and to review terms of reference

RESOLVED

Trenos Crossing and Ewenny Bridge Working Group (6)

Membership: Cllrs Chris Parker, Mark Steer, Janine Turner, David Evans, Neil Feist, Robert Smith.

Plus various external stakeholders.

Chair: Chris Parker

Terms of reference: Reporting to the CIL Committee. To carry out work to facilitate the delivery of a railway crossing bridge at the Trenos railway crossing, the crossing over the River Ewenny and any associated rights of way.

RESOLVED

Fireworks Working Group (3)

Membership: Cllrs David Evans, Joanne Miller, Janine Turner.

Chair: David Evans

Terms of reference: Reporting to the CEC Committee. To examine any arrangements or terms to be set regarding the holding of an event and examine providers and venues.

RESOLVED

Bryncae Community Centre CAT Working Group (5)

Membership: Cllrs Neil Feist, Rhys Jenkins, Chris Parker, Janine Turner, David Evans.

Chair: Chris Parker

Terms of reference: Reporting to full council. To examine and negotiate terms of business in relation to the CAT of Bryncae Community Centre.



RESOLVED

Walking Route Leaflets Working Group (4)

Membership: Cllrs Mark Steer, Neil Feist, Will Thomas, Robert Smith.

Chair: Mark Steer

Terms of reference: Reporting to the ORA Committee. The Walking Leaflet Working Group to be tasked with examining the details of arranging the leaflets for Route 1 and for subsequent leaflets

RESOLVED

Oakbrook refurb Working Group (4)

Membership: Chris Parker, Janine Turner, David Evans, Neil Feist.

Chair: Chris Parker

Terms of reference: Reporting to the CIL Committee. To investigate the feasibility and arrangements of refurbishing the Oakbrook skatepark building a pump track in the community.

Cllr Helen Donnan left the meeting.

RESOLVED

Pump track Working Group (4)

Membership: Chris Parker, Janine Turner, David Evans, Neil Feist.

Chair: Chris Parker

Terms of reference: Reporting to the CIL Committee. To investigate the feasibility and arrangements for building a pump track in the community.



RESOLVED

Jubilee Marsh Multi-User Route Working Group (6)

Membership: Mark Steer, Chris Parker, Robert Smith, David Evans, Janine Turner, Neil Feist.

Chair: Mark Steer

Terms of reference: Reporting to the CEC Committee. The working group to be responsible for investigating the procurement of a feasibility study for the route and to investigate other matters associated with the project.

Cllr Geraint Hopkins left the meeting.

RESOLVED

Community Awards Ceremony Working Group (4)

Membership: David Evans, Neil Feist, Chris Parker, Rhys Jenkins.

Chair: David Evans.

Terms of reference: To investigate arrangements for the holding of a Community Awards Ceremony in 2024.

RESOLVED

Hamlet/Ward Gateway Working Groups (3)

Membership: Will Thomas, Neil Feist and Tracy Allen.

Chair: Will Thomas.

Terms of reference: Reporting to the ORA Committee. To investigate options for the style, placement, wording and other factors regarding potential purchase and placement of Hamlet/Ward gateway signage.



RESOLVED

Annual survey Working Group (5)

Membership: Robert Smith, David Evans, Neil Feist, Rhys Jenkins, Chris Parker.

Chair: Robert Smith

Terms of reference: Reporting to the CEC Committee. To examine arrangements to run an annual survey of residents to help better understand what residents want and how they feel the community council can support them through the services provided. The survey to run at an appropriate time to allow members to digest the results which will help inform the budget for the following financial year.

RESOLVED

Senior Citizen's Christmas Lunches Working Group (5)

Membership: Joanne Miller, Neil Feist, David Evans, Chris Parker, Janine Turner.

Chair: David Evans

Terms of reference: Reporting to the CEC Committee. To consider arrangements for the annual senior citizen's Christmas lunches

AM2024/006 Appointees to external bodies and reporting arrangements.

RESOLVED

Appointees to external bodies shall be as follows:

RCT/Town and Community Council Liaison Committee: Cllr David Evans and Cllr Rhys Jenkins.

One Voice Wales, RCT/Merthyr/Caerphilly area Committee: Cllr Robert Smith

Dolau Primary School appointed governor: Cllr Neil Feist



Llanharan Primary School appointed governor: Cllr Geraint Hopkins

Brynnau Primary School appointed governor: Cllr Rhys Jenkins

The Wildlife Trust (Brynna Woods/Llanharan Marsh) Liaison: Cllr Mark Steer

Llanharan Community Development Project (LCDP) Liaison: Cllr Rhys Jenkins

RESOLVED

Arrangements for the reporting back to Council of appointees shall be for members to report when there has been a meeting (during members reports if in attendance or via an email if not), whether they attended that meeting and whether there is anything relevant to report.

AM2024/007 Civic Allowances for the municipal year 2024/25

RESOLVED

To pay the members allowance of £156 a year to all members with immediate effect, except to those who formally write to the Clerk indicating that they do not wish to receive the allowance.

RESOLVED

To pay members £52 a year for the cost of office consumables required to carry out their role, payments to be made with immediate effect.

RESOLVED

For those Councillors who wish to make a claim for a mandatory contribution towards costs of care and personal assistance to contact the Clerk for further details.

RESOLVED

To pay a Chair's allowance of £1500 to the Chair of the Council

RESOLVED

To pay a Deputy Chair's allowance of £500 to the Deputy Chair of the Council

RESOLVED

For those Councillors who wish to make a claim for the optional Financial Loss Allowance to contact the Clerk for further details so that a claim can be made.



AM2024/008 Written Motions in a municipal year

RESOLVED

The maximum total of motions required by written notice that can be considered by the Council in the municipal year to be set at 'unlimited'.

AM2024/009 Written Motions in a single meeting

RESOLVED

The maximum total of motions required by written notice that can be considered by the Council in any one ordinary meeting to be set at '3'

AM2024/010 Appeals and Disciplinary process

RESOLVED

Disciplinary Panels

The Council will appoint a disciplinary panel of three councillors who have no direct involvement and no interest in the matter to sit on a disciplinary panel. The disciplinary panel will appoint a Chair from one of its members. The Investigator shall not sit on the panel.

RESOLVED

Appeals Panel

Where possible, the appeal will be heard by an appeals panel of three members of the council who have not previously been involved in the case and who have no direct involvement or interest in the matter. The Investigator may not sit on the appeal panel. The appeal panel will appoint a Chair from one of its members.

AM2024/011 Policies and procedures

RESOLVED

To reaffirm and approve the following policies of the Council:

1. Disciplinary policy and procedure V2
2. Equality & diversity policy V2
3. Grievance policy & procedure V2
4. Sickness & absence policy V2
5. Vexatious policy V1



6. Complaints procedure V1
7. Allotment tenancy agreement V2
8. Poultry wellbeing policy V2
9. Publication scheme V1
10. Treasury & Investment policy V1

AM2024/012 Internal Auditor For the Financial Year 2024/25

RESOLVED

To appoint WGW as the internal auditor for 2024/25

AM2024/013 To review banking mandate signatories and PSDF directors

RESOLVED

To appoint the following as authority and signatories:

Barclays bank main contact of authority: David Evans

Banking mandate for cheques and direct debits: The Clerk, The RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins.

Online banking (and authorisations): The Clerk, the RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins.

Barclaycard main contact of authority: The RFO.

Public Sector Deposit Fund directors: Cllr David Evans, Cllr Helen Donnan, Cllr Rhys Jenkins

AM2024/014 Asset Register

RESOLVED

To approve the Council's asset register as presented in 'AM App 14 – Asset register updated Yr end 2023-2024'.

AM2024/015 Insurance cover in respect of insurable risks.

RESOLVED

To defer the item to a future meeting of the Council.



AM2024/016 Service Level Agreements or other legal or arrangements with external groups.

RESOLVED

To reaffirm and approve the SLA between LCC and RCTCBC as presented in 'AM App 16 – SLA and other formal agreements with external groups' notwithstanding the current ongoing renegotiations.

RESOLVED

To reaffirm and approve the Memorandum of understanding between LCC and LRGT as presented in 'AM App 16 – SLA and other formal agreements with external groups', notwithstanding the current ongoing renegotiations.

AM2024/017 Membership of The Society of Local Council Clerks (SLCC)

RESOLVED

To renew the Clerk and RFO Deputy Clerk's membership of the Society of Local Council Clerks (SLCC) up to a value of £260 each.

AM2024/018 Membership of One Voice Wales

RESOLVED

To renew the Council's membership of One Voice Wales at a cost of up to £1,600

AM2024/019 Standing Orders

RESOLVED

To defer the item to a future meeting of the Council.



AM2024/020 Financial Regulations

RESOLVED

To reaffirm and approve the Council's 'Financial Regulations as presented in 'AM App 20 – Financial Regulations V4 issued 16th Nov 2023' subject to the following amendment:

The text, "£45,000" quoted in 11.3, e), i) and 11.3, e), ii) to be changed to "£30,000 inclusive of VAT"

This version of the financial regulations to be named as V4.1 (version 4.1), approved 16th May 2024

AM2024/021 Annual Report

RESOLVED

To approve the content of the Annual Report 2023/24 as presented in 'AM App 21 and 23 – Annual Report and Action Plan'.

For the Clerk to insert such photographs as appropriate.

AM2024/022 Training Plan

RESOLVED

To defer the item to a future meeting of the Council.

AM2024/23 Action plan for the coming municipal year incorporating the Biodiversity plan

RESOLVED

To approve the content of the Action plan, incorporating the Biodiversity plan 2024/25 as presented in 'AM App 21 and 23 – Annual Report and Action Plan'.



AM2024/024 Other matters where 6 days prior written notice given to Clerk

None.

There being no further business the meeting closed at 7.50pm

Councillor David Evans
Chair of the Community Council

Appendix 4

Committees

Considerations for Resolution for each Committee:

- a) Membership of the Committee.
- b) Chair of the Committee.
- c) Deputy Chair of the Committee.
- d) Terms of reference for the Committee.
- e) Proposed scheduled meeting dates for the Committee.

Summary of Committee arrangements for the previous municipal year (2024/25) together with proposed scheduled meeting dates for 2025/26.

Note: The Councils standing orders state that:

19.8 That the number of Council members of each Committee be capped to an appropriate number, and in any case no Committee to exceed 8 Council members.

19.9 That the past attendance of Council members to Committees be taken into account when selecting members for any Committee and that should an incumbent member of any Committee have failed to attend a minimum of 50% of meetings in the previous 12 months then they be barred from serving on that Committee for the following year unless in the opinion of the Council there have been special personal circumstances which have reasonably prevented them from doing so.

The decision to grant dispensation in this regard to be minuted along with the reasons for granting that dispensation. This provision to be applied for those Committees where there have been more than 4 meetings in the preceding year

With regards 19.9 the name of those incumbent members who would be barred* from the committee for the following years committee are outlined in red.

* Unless a dispensation with reasons is resolved by the council.

Human resources Committee (5)

Membership: Cllrs Rhys Jenkins, Andrea James, David Evans, Geraint Hopkins, Chris Parker.

Chair: Rhys Jenkins

Deputy Chair: Chris Parker

Terms of reference:

1. The HR Committee is constituted to be responsible for scrutinising matters relating to Human resources and personnel matters.

2. The HR Committee has delegated powers to deal with HR related matters via resolutions relating to the Council's employees.

Including but not limited to grievances, disciplinary matters including the issue of formal warnings, sickness and absence and occupational health matters in line with the policies and procedures of the Council. The HR Committee can only make recommendations to full Council, rather than making its own resolutions, under the following circumstances:

- Any action which would incur a cost to the council or is likely to have a current or future financial implication.
- Effect the dismissal, redundancy or involuntary retirement of any employee.

3. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.

4. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.

5. Meetings will be held at least twice per year and then as required subject to the discretion of the Chair.

Attendance 2024/25

Llanharan Community Council - Attendance record for HR Committee meetings.					
Councillor	10/09/2024	18/11/2024	10/12/2024	06/03/2025	CHECK 17/04/2025
Rhys Jenkins	Y	Y	N - Apol	Y	Y
Andrea James	Y	Y	Y	N - Apol	Y
David Evans	N - Apol	Y	Y	N - Apol	N - Apol
Chris Parker	Y	N	Y	Y	Y
Geraint Hopkins	N	N	N	Y	N - Apol

Proposed dates 2025/26

TBD.

Audit Committee (5)

Membership: Cllrs David Evans, Janine Turner, Andrea James, Chris Parker, Rhys Jenkins.

Chair: David Evans

Deputy Chair: Janine Turner

Terms of reference:

1. The Audit Committee is constituted to be responsible for scrutinising matters relating to financial matters.
2. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless specific delegation on particular matters is devolved to the Committee by a resolution of Council.
3. The Audit Committee will scrutinise the Councils financial processes and procedures and monitor good financial governance. The Committee will also monitor spend against budget.
4. The Audit Committee will hear normal grant applications in the first instance taking regard of the Council's grants budget and make recommendations to Full Council.
5. The Audit Committee will scrutinise the draft budget, the Annual financial return and audit reports and will make recommendations to Full Council.
6. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.
7. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.
8. Meetings will be held at least 4 times per year and then as required subject to the discretion of the Chair.

Attendance 2024/25

Llanharan Community Council - Attendance record for Audit Committee meetings.				
Councillor				
	13/06/2024	16/07/2024	14/01/2025	15/04/2025
David Evans	N - Apol	Y	Y	N - Apol
Janine Turner	Y	Y	Y	Y
Chris Parker	Y	Y	Y	Y
Andrea James	Y	N	Y	Y
Rhys Jenkins	Y	Y	Y	Y

Proposed dates 2025/26

Dates TBD subject to the following:

January – Grants considered. Budget and precept for the following municipal year.

June– Consideration of internal audit report and AGAR.

July – Grants considered.

Community Infrastructure Levy (CIL) Committee (7)

Membership: Cllrs Janine Turner, David Evans, Rhys Jenkins, Chris Parker, Mark Steer, Neil Feist. Claire Morgan.

Chair: Janine Turner

Deputy Chair: Neil Feist

Terms of reference:

1. The CIL Committee is constituted to be responsible for identifying, appraising and scrutinising potential projects for the Council's CIL 123 and active project list.
2. The CIL committee is responsible for monitoring CIL receipts and for monitoring the progress of individual projects and any expenditure approved by the full council.
3. The Committee shall identify processes and actions to ensure the responsible day to day management of CIL monies and projects.
4. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council.
5. The committee will commission, receive, consider and take action, including incurring expenditure, as necessary in relation to CIL subject to this being agreed by the Full Council.
6. The Committee will oversee the day to day management of the Council's CIL monies and projects and will respond to any issues regarding CIL
7. Membership numbers are limited to eight serving Community Councillors appointed to the Committee by the Full Council. Two councillors from the Llanharan ward, two from the Brynna ward and one from the Bryncae ward. If this spread cannot be achieved Full Council may appoint councillors from any ward.
8. The Chair and Deputy-chair are appointed by the Full Council Annual General Meeting held each year.
9. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Deputy-chair of the Committee.
12. Meetings will be held every 2 months or sooner if required.

Attendance 2024/25

Llanharan Community Council - Attendance record for CIL (Community Infrastructure Levy) meetings.				
Councillor	Date of Meetings:			08/04/2025
	08/10/2024	03/12/2024	04/02/2025	
Janine Turner	Y	Y	Y	Y
Neil Feist	y	Y	Y	Y
David Evans	y	N - Apol	N - Apol	N
Mark Steer	N - Apol	Y	N - Apol	N - Apol
Rhys Jenkins	y	Y	Y	Y
Chris Parker	y	Y	Y	Y
Claire Morgan		Y	Y	N - Apol

Proposed dates 2025/26

TBD

Open Spaces, Rights of Way, Allotments Levy (ORA) Committee (5)

Membership: Cllrs Mark Steer, Neil Feist, Will Thomas, Robert Smith, Chris Parker

Chair: Mark Steer

Deputy Chair: Neil Feist

Terms of reference:

1. The ORA Committee is constituted to be responsible for scrutinising and making recommendations to Council regarding all aspects of the Council's work regarding Open spaces, Rights of Way and Allotments.
2. The Committee shall identify processes and actions to ensure the responsible day to day management of ORA matters.
3. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council.
9. Membership numbers are limited to five serving Community Councillors appointed to the Committee by the Full Council.
10. The Chair and Vice-chair are appointed by the Full Council Annual General Meeting held each year.
11. The quorum necessary for the transaction of business shall be three, one of whom must be the Chair or Vice-chair of the Committee.
12. Meetings will be held every 2 months or sooner if required.

Attendance 2024/25

Llanharan Community Council - Attendance record for ORA (Open spaces, Rights of Way, Allotments)						
Councillor	04/06/2024	30/07/2024	01/10/2024	05/12/2024	05/02/2025	01/04/2025
Mark Steer	Y	Y	Y	Y	Y	Y
Helen Donnan	Y	N - Apol	Y	Y	N - Apol	
Neil Feist	Y	Y	Y	Y	Y	Y
Will Thomas	Y	N - Apol	Y	Y	Y	N - Apol
Tracy Allen						
Chris Parker						Y
Janine Turner						
Robert Smith		Y	Y	Y	Y	Y

Proposed dates 2025/26

TBD

Community Engagement (CEC) Committee (4)

Membership: Cllrs David Evans, Neil Feist, Chris Parker, Andrea James.

Chair: David Evans

Deputy Chair: Chris Parker

Terms of reference:

1. The Community Engagement Committee is constituted to be responsible for scrutinising matters relating to matters listed in clause 8.
 2. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless specific delegation on particular matters is devolved to the Committee by a resolution of Council.
 3. The Chair and Deputy-Chair are appointed by the Full Council Annual General Meeting held each year.
 4. The quorum necessary for the transaction of business shall be three.
 5. Meetings will be held at least twice per year and then as required subject to the discretion of the Chair.
 6. The Clerk to the Council shall act as the proper officer of the Committee. The proper officer shall produce an agenda and minutes of the meetings in accordance with Llanharan Community Council standing orders. |
 7. At the Annual Meeting of the Llanharan Community Council membership of the committee is reviewed and voted on together with these Terms of Reference and a Chair and Deputy Chair elected.
 8. The Committee shall consider the following topics:

The annual Llanharan Community Awards.

The annual fireworks event.

The provision of Christmas lights.

The provision of summer plants.

The proposed active travel route from 'The black path' to Bryncae.

And any other topics referred to it by resolution of Council.

The Clerk to provide a timetable of key milestones for these issues to the Committee Chair.
-

Attendance 2024/25

Llanharan Community Council - Attendance record for Community Engagement Committee meetings.					
Councillor					
	06/06/2024	08/08/2024	10/10/2024	11/02/2025	25/03/2025
David Evans (Chair)	Y	N - Apol	Y	N	Y
Neil Feist	Y	Y	Y	Y	Y
Chris Parker	Y	Y	Y	Y	Y
Jonanne Miller.	Y	Y	Y	N - Apol	
Andrea James	Y	Y	Y	Y	N

Proposed dates 2025/26

TBD

The Trenos and Ewenni Crossings Project Committee (TEC) (10)

Membership: Cllrs David Evans, Chris Parker, Will Thomas, Janine Turner, Rhys Jenkins, Mark Steer, Neil Feist, Andrea James, Claire Morgan and Robert Smith.

Chair: Chris Parker

Deputy Chair: Janine Turner

Terms of reference:

The committee be explicitly delegated full financial control to spend CIL funds allocated to the project LCC23/01 Bridge Over the River Ewenny by full council.

The committee be delegated authority to oversee, scrutinise and make decisions on all aspects of the project known as project LCC23/01, "Bridge over the River Ewenny" the scope of which is set by resolution of the Council.

To report to Council at each of its ordinary meetings on any resolutions made and all activity undertaken since the previous ordinary meeting.

To follow any other action as directed by the Council

Attendance 2024/25

Llanharan Community Council - Attendance record for Trenos and Ewenni Crossings	
Councillor	Date of Meetings:
	18/02/2025
Chris Parker (Chair)	Y
Neil Feist	Y
David Evans	N
Janine Turner	Y
Will Thomas	N
Rhys Jenkins	Y
Mark Steer	Y
Robert Smith	Y
Claire Morgan	N - Apol
Andrea James	N - Apol

Proposed dates 2025/26

TBD

Bryncae Community Centre Committee (5 Council members, 2 MOP)

Membership: Cllrs Rhys Jenkins, Chris Parker, Janine Turner, Andrea James, Robert Smith.

Chair: Chris Parker

Deputy Chair: Andrea James

Terms of reference: Reporting to full council.

The Committee to be delegated powers to approve expenditure on equipment that would improve the attractiveness of the centre to potential users and that such expenditure to be met out of the working capital of the community centre. The Committee be delegated authority to draw up or alter the terms and conditions of hire. The Committee be delegated authority to oversee and direct the cleaning strategy for the centre and appoint a contractor accordingly to carry out such duties. The cost of such an arrangement to be met out of the working capital of the community centre. The Committee to be empowered to ensure that the activities within the centre carry an element of social value to reflect the needs of the community. The Committee be delegated authority to decide the hire fees and other fees for the use of the centre and to ensure that such fees reflect value for money for the community. The Clerk and/or RFO to be delegated powers to: a) approve expenditure on consumable items such as toilet rolls, hand towels and cleaning products to the value of £250 at any one time and that such expenditure to be met out of the working capital of the community centre. b) to pay back any deposit that has been made for a booking within the provisions of the booking conditions. c) energy and utility bills are paid subject to due diligence by the RFO without further reference to full Council and that such expenditure is to be met out of the working capital of the community centre. d) Any CIL expenditure to be processed in the normal way via the CIL committee and full council. e) Once the additional assistant clerk is employed the Council commits to the implementation of an online booking system that allows users to see what dates and times are available and to pay the required deposit for such a booking. The cost of implementation to be met from Council funds.

Note: Following the signing of the lease and the formal transfer of the Community Centre to Llanharan Community Council for the Clerk to take immediate responsibility for all matters of statutory compliance and compliance with the lease. The Clerk to obtain such quotations as necessary for presentation to Council for the supply of goods and services required to maintain statutory compliance and to act within the council's Financial Regulations

Notwithstanding any amendments made in the Council meeting held on 15th May 2025.

Attendance 2024/25

Llanharan Community Council - Attendance record for Committee Engagement Committee	
Councillor	Date of Meetings:
	13/03/2025
Chris Parker (Chair)	Y
Rhys Jenkins	Y
Robert Smith	Y
Janine Turner	Y
Andrea James	Y

Proposed dates 2025/26

TBD

Appendix 5

Working Groups

Underlying terms of reference for all Working Groups.

For the underpinning terms of reference for working groups to include the following: For working groups to be empowered to carry out fact-finding investigations, carry out informal negotiations (without assuming any authority of the Council as a corporate body) and to do other work in order to be able to present recommendations or reports to Council for resolution. If members of a working group cannot come to a settled agreed recommendation or report for Council then any recommendations or report should be qualified accordingly. Working groups should liaise with the Clerk where appropriate and any recommendations should be checked for lawfulness with the Clerk before presentation to Council. The Clerk would ordinarily only attend working group meetings when requested in order to offer advice. Working group meetings are arranged informally by its members, led by the chair.

Working Groups may not have any additional authority delegated to them.

The Chair or another member should make a written record of any actions or recommendations agreed amongst the group that reflects the opinion of its members.

If members of a working group cannot come to a settled agreed recommendation or report for Council then any recommendations or report should be qualified accordingly.

A written record of any recommendations or informal negotiations with any third party must be presented to the Proper Officer to be checked for lawfulness prior to presentation to the Council, Committee or Subcommittee.

The Proper Officer must formally verify the outcomes of any informal negotiations with any third party prior to presentation to the Council, committee or Subcommittee.

Considerations for Resolution for each Working Group

- a) Membership of the working group
- b) Chair of the working group
- d) Additional terms of reference for the working group

Summary of working group membership and terms of reference for the previous municipal year (2024/25).

Trenos Crossing and Ewenny Bridge Working Group (4)

Membership: Cllrs Chris Parker, Mark Steer, Neil Feist, Robert Smith.

Plus various external stakeholders.

Chair: Chris Parker **Deputy Chair:** Neil Feist

Terms of reference: Reporting to the Trenos and Ewenni Crossings Project Committee. To carry out work to facilitate the delivery of a railway crossing bridge at the Trenos railway crossing, the crossing over the River Ewenny and any associated rights of way.

Fireworks Working Group (2)

Membership: Cllrs David Evans, Janine Turner.

Chair: David Evans

Terms of reference: Reporting to the CEC Committee. To examine any arrangements or terms to be set regarding the holding of an event and examine providers and venues.

Bryncae Community Centre Working Group (4)

Membership: Cllrs Andrea James, Rhys Jenkins, Chris Parker, Janine Turner, David Evans.

Chair: Chris Parker

Terms of reference: Reporting to the Bryncae Community Centre Committee. To examine and make recommendations to council regarding options for the governance of the community centre following the signing of the lease, taking into account the practical aspects of the safe and effective running of the centre, decision making mechanisms and extent and limits of any delegated authority.

Walking and Multiuser Leaflets Working Group (4)

Membership: Cllrs Mark Steer, Neil Feist, Will Thomas, Robert Smith.

Chair: Mark Steer

Terms of reference: Reporting to the ORA Committee. The Walking and Multiuser Leaflets Working Group to be tasked with examining the details of arranging the leaflets for Route 1 and for subsequent leaflets.

Oakbrook Skatepark refurb Working Group (4)

Membership: Chris Parker, Janine Turner, David Evans, Neil Feist

Chair: Chris Parker

Terms of reference: Reporting to the CIL Committee. To investigate the feasibility and arrangements of refurbishing the Oakbrook skatepark.

Pump track Working Group (4)

Membership: Chris Parker, Janine Turner, David Evans, Neil Feist

Chair: Chris Parker

Terms of reference: Reporting to the CIL Committee. To investigate the feasibility and arrangements for building a pump track in the community.

Jubilee Marsh Multi-User Route Working Group (6)

Membership: Mark Steer, Chris Parker, Robert Smith, David Evans, Janine Turner, Neil Feist.

Chair: Chris Parker

Terms of reference: Reporting to the CEC Committee. The working group to be responsible for investigating the procurement of a feasibility study for the route and to investigate other matters associated with the project.

Community Awards Ceremony Working Group (5)

Membership: David Evans, Neil Feist, Chris Parker, Rhys Jenkins. Claire Morgan.

Chair: David Evans.

Terms of reference: Reporting to the CEC committee. To investigate arrangements for the holding of a Community Awards Ceremony in 2024.

Hamlet/Ward Gateway Working Groups (3)

Membership: Will Thomas, Neil Feist and Claire Morgan

Chair: Will Thomas.

Terms of reference: Reporting to the ORA Committee. To investigate options for the style, placement, wording and other factors regarding potential purchase and placement of Hamlet/Ward gateway signage.

Annual survey Working Group (5)

Membership: Robert Smith, David Evans, Neil Feist, Rhys Jenkins, Chris Parker.

Chair: Robert Smith

Terms of reference: Reporting to the CEC Committee. To examine arrangements to run an annual survey of residents to help better understand what residents want and how they feel the community council can support them through the services provided. The survey to run at an appropriate time to allow members to digest the results which will help inform the budget for the following financial year.

Senior Citizen's Christmas Lunches Working Group (4)

Membership: Neil Feist, David Evans, Chris Parker, Janine Turner.

Chair: David Evans

Terms of reference: Reporting to the CEC Committee. To consider arrangements for the annual senior citizen's Christmas lunches

VE day 80th Anniversary Event Working Group (5)

Membership: Janine Turner, Neil Feist, Chris Parker, Rhys Jenkins, Robert Smith.

Chair: Janine Turner.

Terms of reference: Terms of reference: Reporting to full council, to make appropriate arrangements for the event. All orders placed and instructions for work to be made via the Clerk.

Digital Working Group

Membership: Rhys Jenkins, David Evans, Will Thomas and Chris Parker.

Chair: Rhys Jenkins.

Terms of reference: To examine how the council can make best use of technology.

Festive Display Working Group (4)

Membership: Chris Parker, Neil Feist, Janine Turner, Rhys A Jenkins.

Chair: Chris Parker

Terms of reference: To consider the specification and other arrangements for the Christmas lights and festive display for 2025 and beyond



LLANHARAN COMMUNITY COUNCIL

COUNCIL AND COMMITTEE MEETING DATES 2025-2026

Full Council Meetings

19th June, 17th July, 18th September, 16th October, 20th November, 18th December 2025;
15th January, 29th February, 29th March, 16th April, 21st May 2026

Annual Meeting 2026

23rd April 2026

HR Committee

26th June, 4th December 2025 (Budget and appraisals)
Other dates as required.

Audit Committee

12th June 2025 (Audit report and AGAR)
10th July 2025 (Grants 1)
2nd October 2025
22nd January 2026 (Grants 2 and budget/precept)
9th April 2026
25th June 2026 (Audit report and AGAR)

Community Infrastructure Levy (CIL) Committee

5th June, 4th September, 13th November 2025, 26th February 2026, 14th May 2026

Open Spaces, Rights of Way and Allotments (ORA) Committee

3rd July, 25th September, 27th November 2025, 5th March 2026, 28th May 2026

Community Engagement (CEC) Committee

31st July, 30th September 2025, 5th February 2026, 7th May 2026

Bryncae Community Centre (BCC) Committee

24th July, 23rd October 2025, 29th January 2026, 30th April 2026

Trenos-Ewenni Crossing Project (TEC) Committee

11th September, 9th October, 6th November, 11th December 2025
8th January, 12th February, 12th March, 2nd April 2026

Appendix 6

Council Representatives on External bodies

(Nominated representatives during previous year shown underneath each heading).

Nominees are requested to ensure that they are able to fulfill the attendance commitments required to sit on these bodies on behalf of the Council before accepting a nomination.

a) RCT/Town and Community Council Liaison Committee:

Cllr David Evans and Cllr Rhys Jenkins.

b) One Voice Wales RCT/Merthyr/Caerphilly/Area Committee and Larger Council's Committee:

Cllr Robert Smith

School Governing Bodies:

c) Dolau Primary School – Cllr Neil Feist.

d) Llanharan Primary School – Cllr Geraint Hopkins.

e) Brynnau Primary School – Cllr Rhys Jenkins.

f) Wildlife Trust Liaison

Cllr Mark Steer

g) Llanharan Community Development Project (LCDP) Liaison

Cllr Rhys Jenkins

Appointees will report any meetings held and their attendance or otherwise along with any relevant issues raised at each ordinary meeting of the Council

Appendix 7

Civic Allowances

- In accordance with the requirements of Section 147 of the Local Government (Wales) Measure 2011, the Town Council is duty bound to follow the requirements of the Independent Remuneration Panel for Wales as laid out in the Annual Report, 2025-2026. All other determinations made previously stand. You can find the full report by using the following link:

<https://www.gov.wales/independent-remuneration-panel-wales-annual-report-2025-2026-html>

- It is a matter for each town and community council to make and record a policy decision in respect of when and how the payments are made and whether they are paid monthly, yearly or otherwise. The policy should also state whether and how to recover any payments made to a member who leaves or changes their role during the financial year.

Clerk's note:

Last year's policy was to pay at the point of election/co-option or at the beginning of each municipal year.

This approach does not account for resignations/disqualifications. When a member resigns or is disqualified they will have already been paid their civic allowances for the year. Using the previous years civic allowances as a template, this can amount to up to £1,708 in the case of the Chair, £708 in the case of the Deputy Chair and £208 in respect of all members.

When a replacement is then co-opted/elected they must also be paid the civic allowances pro-rata. Members should consider whether this approach is a responsible use of public funds.

Clerk's recommendation:

That Civic allowances (values to be determined), with the exception of the Chairs allowance and Deputy Chairs allowance, be paid to members either at the end of the year or on a 6 monthly pro-rata basis. With any member leaving the Council to paid monies due on a pro-rata basis.

- With regards to Civic expense for Community Councillors payments, the report states:

“an individual may decline to receive part, or all, of the payments if they so wish. This must be done in writing and is an individual matter. A community or town council member wishing to decline payments must themselves write to their proper officer to

do so. Each community and town council must ensure that it does not create a climate which prevents persons accessing any monies to which they are entitled that may support them to participate in local democracy. Payments should be made efficiently and promptly”

It is requested that members DO NOT verbally decline the payments in a Council meeting but rather write to the RFO or Clerk formally if they wish to do so.

- data

See table below, Llanharan Community Council is a level 3 Council .

Type of Payment	Group	Requirement
Extra costs payment	3 (Electorate over 5,000 to 9,999)	Mandatory for all members
Senior role	3 (Electorate over 5,000 to 9,999)	Optional up to 3 members
Mayor or chair	3 (Electorate over 5,000 to 9,999)	Optional - Up to a maximum of £1,500
Deputy mayor or deputy chair	3 (Electorate over 5,000 to 9,999)	Optional - Up to a maximum of £500
Attendance allowance	3 (Electorate over 5,000 to 9,999)	Optional
Financial loss	3 (Electorate over 5,000 to 9,999)	Optional
Travel and subsistence	3 (Electorate over 5,000 to 9,999)	Optional
Costs of care or personal assistance	3 (Electorate over 5,000 to 9,999)	Mandatory

Considerations 2025/26

- **Reimbursement for extra costs of working from home**

All councils **must** pay their members £156 a year (equivalent to £3 a week) towards the extra household expenses (including heating, lighting, power and broadband) of working from home.

- **Reimbursement for consumables**

Councils **must** either pay their members £52 a year for the cost of office consumables required to carry out their role, **or** alternatively councils must enable members to claim full reimbursement for the cost of their office consumables.

It is a matter for each council to make and record a policy decision in respect of when and how the payments are made and whether they are paid monthly, yearly or otherwise. The policy should also state whether and how to recover any payments made to a member who leaves or changes their role during the financial year.

In 2024/25 Llanharan Community Council resolved to make payments of £52 a year.

- **Contribution towards costs of care and personal assistance**

The purpose of this section is to enable people who have personal support needs and or caring responsibilities to carry out their duties effectively as a member of an authority. This is **mandatory** for a Community Council of our size.

For those Councillors who wish to explore making a claim, please contact the clerk so that the specific circumstances and requirements can be explored.

- **Chair's allowance***

Optional payment of up to £1500 (in addition to other eligible payments).

- **Deputy Chair's allowance***

Optional payment of up to £500 (in addition to other eligible payments).

- **Senior role payments**

Optional payment up to a maximum of £500 for up to 3 members.

- **Attendance Allowance**

Optional payment up to a maximum of £30 each time. Either attendance allowance or financial loss allowance to be claimed for the same event, not both.

If the council decides in favour of attendance allowances, it must produce a Scheme for formal adoption, make provision for it to be publicly available and inform the

Independent Remuneration Panel.

- **Financial Loss Allowance**

Optional payment Up to £57.20 for up to four hours, or £114-40 for any period exceeding 4 hours. Proof of financial loss is required.

Either attendance allowance or financial loss allowance to be claimed for the same event. Not both.

***Clerk's note:**

The Chair's allowance (and by implication Deputy Chair's allowance) is governed primarily by:

1. **Section 34(5) of the Local Government Act 1972**, and
2. Supplementary guidance from the **Independent Remuneration Panel for Wales (IRPW)**.

The guidance under the LGA states:

"A community council may pay the chairman for the purposes of enabling him to meet the expenses of his office such allowance as the council thinks reasonable."

The allowances are not remuneration, but rather an allowance to cover costs incurred in the role, especially civic duties.

Typical uses for the allowances are:

- ☐ Civic and ceremonial expenses (e.g., attending functions, hosting events)
- ☐ Travel costs not covered elsewhere
- ☐ Hospitality (e.g., refreshments at official meetings or community events they attend)
- ☐ Donations, prizes or tickets for local charitable or fundraising events
- ☐ Clothing suitable for formal civic representation

(This list is not exhaustive).

Below is common guidance on the administration of the Chair and Deputy Chairs allowances:

► **1. Method of Payment**

- Reimbursement basis: The most common and recommended method.
 - Chairperson submits receipts and claims actual expenses.
- Lump sum: Can be paid in advance (In total or in part) but must still be used only for allowable expenses.
 - In this case, the Council should retain oversight and may require accounting or receipts.

► **2. Transparency and Accountability**

- Good governance practice encourages:
 - A clear policy on what can/cannot be claimed.
 - Public reporting or disclosure of the total amount used (though not necessarily a breakdown).
 - Any unused portion at year-end should either be returned or accounted for.

Clerks recommendation

In order to demonstrate that expenditure is directly related to the role of Chair/Deputy Chair and represent responsible use of public funds:

1. That one of the following mechanisms be adopted for the payment of the Chair and Deputy Chair's allowances.
 - a. That the Chair and Deputy Chair's allowances are held in the Councils bank account and the Chair/Deputy Chair submits receipts and claims expenses against the allowance within 30 days, or alternatively they may request payment up front and provide receipts retrospectively. A report to be provided to the audit committee quarterly with a report disclosing the total amount spent made available to full council.
 - b. That the Chair and Deputy Chair's allowances are paid on a lump sum basis in two equal payments and that they provide an account of how the money is spent with receipts provided to account for the spend, to be reported to the Audit Committee quarterly with a report disclosing the total amount spent made available to full council. Any un-used portion of the allowance at year end (or on resignation or disqualification) to be returned to the Council or otherwise accounted for.
2. That a clear policy on what the allowances can be spent on be adopted and the officers administer and report against this policy.

Civic and ceremonial expenses (e.g., attending functions, hosting events)

Travel costs not covered elsewhere

Hospitality (e.g., refreshments at official meetings or community events they attend)

Donations, prizes or tickets for local charitable or fundraising events

Clothing suitable for formal civic representation

Any other items the Council deems appropriate to add to this list.

- Previous years' arrangements

AM2024/007 Civic Allowances for the municipal year 2024/25

RESOLVED

To pay the members allowance of £156 a year to all members with immediate effect, except to those who formally write to the Clerk indicating that they do not wish to receive the allowance.

RESOLVED

To pay members £52 a year for the cost of office consumables required to carry out their role, payments to be made with immediate effect.

RESOLVED

For those Councillors who wish to make a claim for a mandatory contribution towards

costs of care and personal assistance to contact the Clerk for further details.

RESOLVED

To pay a Chair's allowance of £1500 to the Chair of the Council

RESOLVED

To pay a Deputy Chair's allowance of £500 to the Deputy Chair of the Council

RESOLVED

For those Councillors who wish to make a claim for the optional Financial Loss Allowance to contact the Clerk for further details so that a claim can be made.

Appendix 8 & 9

Motions

For the previous municipal year the Council resolved the following:

AM2024/008 Written Motions in a municipal year

RESOLVED

The maximum total of motions required by written notice that can be considered by the Council in the municipal year to be set at 'unlimited'.

AM2024/009 Written Motions in a single meeting

RESOLVED

The maximum total of motions required by written notice that can be considered by the Council in any one ordinary meeting to be set at '3'



Llanharan Community Council – Disciplinary Policy & Procedure.

Introduction

- 1 This policy is based on the NACL template and complies with the 2015 ACAS Code of Practice (<http://www.acas.org.uk/index.aspx?articleid=2174>). It also takes account of the ACAS guide on discipline and grievances at work.

https://www.acas.org.uk/media/1043/Discipline-and-grievances-at-work-The-Acas-guide/pdf/DG_Guide_Feb_2019.pdf

The policy is designed to help Council employees improve unsatisfactory conduct and performance in their job. Wherever possible, the Council will try to resolve its concerns about employees' behaviour informally, without starting the formal procedure set out below.

- 2 The policy will be applied fairly, consistently and in accordance with the Equality Act 2010.
- 3 This policy confirms:
 - informal coaching and supervision will be considered, where appropriate, to improve conduct and / or attendance
 - the Council will fully investigate the facts of each case
 - the Council recognises that misconduct and unsatisfactory work performance are different issues. The disciplinary policy will also apply to work performance issues to ensure that all alleged instances of employees' underperformance are dealt with fairly and in a way that is consistent with required standards. However, the disciplinary policy will only be used when performance management proves ineffective. For more information see ACAS "Performance Management" at <https://www.acas.org.uk/index.aspx?articleid=6608>
 - employees will be informed in writing about the nature of the complaint against them and given the opportunity to state their case
 - employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary hearing
 - employees may be accompanied or represented by a companion – a workplace colleague, a trade union representative or a trade union official - at any investigatory, disciplinary or appeal meeting. The companion is permitted to address such meetings, to put the employee's case and confer with the employee. The companion cannot answer questions put to the employee, address the meeting against the employee's wishes or prevent the employee from explaining his/her case

- the Council will give employees reasonable notice of any meetings in this procedure. Employee must make all reasonable efforts to attend. Failure to attend any meeting may result in it going ahead and a decision being taken. An employee who does not attend a meeting will be given the opportunity to be represented and to make written submissions
- if the employee's companion is not available for the proposed date of the meeting, the employee can request a postponement and can propose an alternative date that is within five working days of the original meeting date unless it is unreasonable not to propose a later date
- any changes to specified time limits in the Council's procedure must be agreed by the employee and the Council
- information about an employee's disciplinary matter will be restricted to those involved in the disciplinary process. A record of the reason for disciplinary action and the action taken by the Council is confidential to the employee. The employee's disciplinary records will be held by the Council in accordance with the General Data Protection Regulation (GDPR)
- audio or video recordings of the proceedings at any stage of the disciplinary procedure are prohibited, unless agreed by all affected parties as a reasonable adjustment that takes account of an employee's medical condition
- employees have the right to appeal against any disciplinary decision. The appeal decision is final
- if an employee who is already subject to the Council's disciplinary procedure raises a grievance, the grievance will normally be heard after the completion of the disciplinary procedure
- disciplinary action taken by the Council can include a formal written warning, final written warning or dismissal
- this procedure may be implemented at any stage if the employee's alleged misconduct warrants this
- except for gross misconduct when an employee may be dismissed without notice, the Council will not dismiss an employee on the first occasion that it decides there has been misconduct
- if an employee is suspended following allegations of misconduct, it will be on full pay and only for such time as is necessary. Suspension is not a disciplinary sanction. The Council will write to the employee to confirm any period of suspension and the reasons for it,
- the Council may consider mediation at any stage of the disciplinary procedure where appropriate (for example where there have been communication breakdowns or allegations of bullying or harassment). Mediation is a dispute resolution process that requires the consent of affected parties

Examples of misconduct

- 4 Misconduct is employee behaviour that can lead to the employer taking disciplinary action. The following list contains some examples of misconduct: The list is not exhaustive and under certain circumstances may constitute gross misconduct.
- unauthorised absence
 - poor timekeeping
 - misuse of the Council's resources and facilities including telephone, email and internet
 - inappropriate behaviour
 - refusal to follow reasonable instructions
 - breach of health and safety rules.
 - Conduct that may bring the Council into disrepute.

Examples of gross misconduct

- 5 Gross misconduct is misconduct that is so serious that it is likely to lead to dismissal without notice. The following list contains some examples of gross misconduct: The list is not exhaustive
- bullying, discrimination and harassment
 - incapacity at work because of alcohol or drugs
 - violent behaviour
 - fraud or theft
 - gross negligence
 - gross insubordination
 - serious breaches of council policies and procedures e.g. the Health and Safety Policy, Equality and Diversity Policy, Data Protection Policy and any policies regarding the use of information technology
 - serious and deliberate damage to property
 - use of the internet or email to access pornographic, obscene or offensive material
 - Use of Council assets (including vehicles) without authorisation.
 - disclosure of confidential information.
 - Potentially, failure to comply with a reasonable request.

Suspension

- 6 If allegations of gross misconduct or serious misconduct are made, the council may suspend the employee while further investigations are carried out. Suspension will be

on full pay. Suspension does not imply any determination of guilt or innocence, as it is merely a measure to enable further investigation.

- 7 While on suspension, the employee is required to be available during normal hours of work in the event that the council needs to make contact. The employee must not contact or attempt to contact or influence anyone connected with the investigation in any way or to discuss this matter with any other employee or councillor.
- 8 The employee must not attend work. The council will make arrangements for the employee to access any information or documents required to respond to any allegations.

Examples of unsatisfactory work performance

- 9 The following list contains some examples of unsatisfactory work performance: The list is not exhaustive.
 - inadequate application of management instructions/office procedures
 - inadequate IT skills
 - unsatisfactory management of staff
 - unsatisfactory communication skills

The Procedure

- 10 Preliminary enquiries. The council may make preliminary enquiries to establish the basic facts of what has happened in order to understand whether there may be a case to answer under the disciplinary procedure.

If the employee's manager believes there may be a disciplinary case to answer, the council may initiate a more detailed investigation undertaken to establish the facts of a situation or to establish the perspective of others who may have witnessed misconduct.

- 11 Informal Procedures. Where minor concerns about conduct become apparent, it is the manager's responsibility to raise this with the employee and clarify the improvements required. A file note will be made and kept by the manager. The informal discussions are not part of the formal disciplinary procedure. If the conduct fails to improve, or if further matters of conduct become apparent, the manager may decide to formalise the discussions and invite the employee to a first stage disciplinary hearing.

Disciplinary investigation

- 12 A formal disciplinary investigation may sometimes be required to establish the facts and whether there is a disciplinary case to answer.

- 13 If a formal disciplinary investigation is required, the Council's HR committee will appoint an Investigator who will be responsible for undertaking a fact-finding exercise to collect all relevant information. The Investigator will be independent and will normally be a councillor. If the HR committee considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee), it will appoint someone from outside the Council. The Investigator will be appointed as soon as possible after the allegations have been made. The HR committee will inform the Investigator of the terms of reference of the investigation. The terms of reference should specify:
- the allegations or events that the investigation is required to examine
 - whether a recommendation is required
 - how the findings should be presented. For example, an investigator will often be required to present the findings in the form of a written report
 - who the findings should be reported to and who to contact for further direction if unexpected issues arise or advice is needed.
- 14 The Investigator will be asked to submit their findings within 20 working days of appointment where possible. In cases of alleged unsatisfactory performance or of allegations of minor misconduct, the appointment of an investigator may not be necessary and the Council may decide to commence disciplinary proceedings at the next stage - the disciplinary meeting (see paragraph 22).
- 15 The HR committee will notify the employee in writing of the alleged misconduct and details of the person undertaking the investigation. The employee may be asked to meet an investigator as part of the disciplinary investigation. The employee will be given sufficient notice of the meeting with the Investigator so that he/she has reasonable time to prepare for it. The letter will explain the investigatory process and that the meeting is part of that process. The employee will be provided with a copy of the Council's disciplinary procedure. The Council will also inform the employee that when he/she meets with the Investigator, he/she will have the opportunity to comment on the allegations of misconduct.
- 16 Employees may be accompanied or ~~represented~~ by a workplace colleague, a trade union representative or a trade union official at any investigatory meeting. However the person accompanying is present to provide support only, they may not answer questions or otherwise participate other than where there are valid medical reasons and this is agreed by both parties prior to the meeting.
- 17 If there are other persons (e.g. employees, councillors, members of the public or the Council's contractors) who can provide relevant information, the Investigator should try to obtain it from them in advance of the meeting with the employee.

- 18 The Investigator has no authority to take disciplinary action. His/her role is to establish the facts of the case as quickly as possible and prepare a report that recommends to the HR committee whether or not disciplinary action should be considered under the policy.
- 19 The Investigator's report will contain his/her recommendations and the findings on which they were based. He/she will recommend either:
- the employee has no case to answer and there should be no further action under the Council's disciplinary procedure
 - the matter is not serious enough to justify further use of the disciplinary procedure and can be dealt with informally or
 - the employee has a case to answer and a formal hearing should be convened under the Council's disciplinary procedure.
- 20 The Investigator will submit the report to the HR committee which will decide whether further action will be taken.
- 21 If the Council decides that it will not take disciplinary action, it may consider whether mediation would be appropriate in the circumstances.

The disciplinary meeting

- 22 If the HR committee decides that there is a case to answer, it will appoint a disciplinary panel of three councillors (the terms of which are set out in the annual meeting), to formally hear the allegations. The disciplinary panel will appoint a Chair from one of its members. The Investigator shall not sit on the sub-committee.
- 23 No councillor with direct involvement or an interest in the matter shall be appointed to the disciplinary panel. The employee will be invited, in writing, to attend a disciplinary meeting. The sub-committee's letter will confirm the following:
- the names of its Chair and other two members
 - details of the alleged misconduct, its possible consequences and the employee's statutory right to be accompanied at the meeting
 - a copy of the information provided to the disciplinary panel which may include the investigation report, supporting evidence and a copy of the Council's disciplinary procedure
 - the time and place for the meeting. The employee will be given reasonable notice of the hearing so that he /she has sufficient time to prepare for it
 - that witnesses may attend on the employee's and the Council's behalf and that both parties should inform each other of their witnesses' names at least two working days before the meeting
 - that the employee may be accompanied by a companion - a workplace colleague, a trade union representative or a trade union official. Your companion

may take notes on your behalf, present your case, sum up your case or talk things over with you during the hearing (you may request reasonable breaks during the hearing).

The purpose of the disciplinary meeting hearing is for the allegations to be put to the employee and then for the employee to give their perspective. It will be conducted as follows:

- the Chair will introduce the members of the disciplinary panel to the employee and explain the arrangements for the hearing
- the Chair will set out the allegations and invite the Investigator to present the findings of the investigation report (if there has been a previous investigation)
- the Chair will invite the employee to present their account
- the employee (or the companion) will set out his/her case and present evidence (including any witnesses and/witness statements that have been signed and dated by the witness themselves)
- any member of the disciplinary panel and the employee (or the companion) may question the Investigator and any witness
- the employee (or companion) will have the opportunity to sum up

24 The Chair will provide the employee with the disciplinary panel's decision with reasons, in writing, within five working days of the meeting. The Chair will also notify the employee of the right to appeal the decision.

25 The disciplinary meeting may be adjourned to allow matters that were raised during the meeting to be further investigated by the disciplinary panel.

Disciplinary action

26 If the disciplinary panel decides that there should be disciplinary action, it may be any of the following:

First written warning

If the employee's conduct has fallen beneath acceptable standards, a first written warning will be issued. A first written warning will set out:

- the reason for the written warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct/failure to improve will result in more serious disciplinary action
- the employee's right of appeal

- that a note confirming the written warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for a specified period of time.
- A written warning will usually remain on the employees file for 6 months. However a warning may remain on file for an indefinite period depending on the nature of the offence. If a warning is to remain on file for longer than 6 months the employee will be informed of the period of time and the reason why.

Final written warning

If the offence is sufficiently serious, or if there is further misconduct or a failure to improve sufficiently during the currency of a prior warning, the employee will be given a final written warning. A final written warning will set out:

- the reason for the final written warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct/failure to improve will result in more serious disciplinary action up to and including dismissal
- the employee's right of appeal
- that a note confirming the final written warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for a specified period of time. A final written warning will usually remain on the employees file for 12 months. However a final written warning may remain on file for an indefinite period depending on the nature of the offence. If a warning is to remain on file for longer than 12 months the employee will be informed of the period of time and the reason why.

Dismissal

The Council may dismiss:

- for gross misconduct
- if there is no improvement within the specified time period, in the conduct which has been the subject of a final written warning
- if another instance of misconduct has occurred and a final written warning has already been issued and remains in force.

27 The Council will consider very carefully a decision to dismiss. If an employee is dismissed, he/she will receive a written statement of the reasons for his/her dismissal, the date on which the employment will end and details of his/her right of appeal. If the disciplinary panel decides to take no disciplinary action, no record of the matter will be

retained on the employee's personnel file. Action taken as a result of the disciplinary meeting will remain in force unless it is modified as a result of an appeal.

The appeal

- 28 An employee who is the subject of disciplinary action will be notified of the right of appeal. His/her written notice of appeal must be received by the Chair of the HR committee within five working days of the employee receiving written notice of the disciplinary action and must specify the grounds for appeal.
- 29 The grounds for appeal include;
 - a failure by the Council to follow its disciplinary policy
 - the disciplinary panel's disciplinary decision was not supported by the evidence
 - the disciplinary action was too severe in the circumstances of the case
 - new evidence has come to light since the disciplinary meeting.
- 30 Where possible, the appeal will be heard by an appeals panel of three members of the council who have not previously been involved in the case subject to terms set out in the annual meeting. The Investigator may not sit on the appeal panel.. The appeal panel will appoint a Chair from one of its members.
- 31 The employee will be notified, in writing, within 10 working days of receipt of the notice of appeal of the time, date and place of the appeal meeting. The employee will be advised that he/she may be accompanied by a companion - a workplace colleague, a trade union representative or a trade union official.
- 32 At the appeal meeting, the Chair will:
 - introduce the panel members to the employee
 - explain the purpose of the meeting, which is to hear the employee's reasons for appealing against the disciplinary decision
 - explain the action that the appeal panel may take.
- 33 The employee (or companion) will be asked to explain the grounds for appeal.
- 34 The Chair will inform the employee that he/she will receive the decision and the panel's reasons, in writing, usually within five working days of the appeal hearing.
- 35 The appeal panel may decide to uphold the disciplinary decision of the disciplinary panel, substitute a less serious sanction or decide that no disciplinary action is necessary. If it decides to take no disciplinary action, no record of the matter will be retained on the employee's personnel file.
- 36 If an appeal against dismissal is upheld, the employee will be paid in full for the period from the date of dismissal and continuity of service will be preserved.

37 The appeal panel's decision is final.

Appendix 11

Review of the Council's approved policies and procedures

- 1. LCC Artificial intelligence policy V1**
- 2. Equality & diversity policy V2**
- 3. Grievance policy & procedure V2**
- 4. Sickness & absence policy V2**
- 5. Vexatious policy V1**
- 6. Complaints procedure V1**
- 7. Allotment tenancy agreement V2**
- 8. Poultry wellbeing policy V2**
- 9. Publication scheme V1**
- 10. Treasury & Investment policy V1**

The documents to be reviewed can all be found on the Council's website here:

<https://llanharan-cc.gov.wales/policies-procedures/>

Appendix 12

Internal auditor for financial year 2024-2025

In 2024 following consideration of the matter and after considering quotations, the Council entered into a 3 year agreement with WGW (Working the Greener Way Online).

Officer Recommendation

To retain WGW as the internal auditor for 2025/26

Appendix 13

Banking and PSDF signatories

Banking

To decide on approved signatories for the following:

Barclays bank

Primary authority holder (Usually the Chair of the Council).

Banking mandate (Cheques and direct debits)

Online banking signatories

Barclaycard

Primary authority holder.

PSDF

Directors.

Current arrangements:

Banking

Barclays bank main contact of authority(Primary User): David Evans

Banking mandate for cheques and direct debits: The Clerk, The RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins.

Online banking (and authorisations): The Clerk, the RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins.

Barclaycard main contact of authority: The RFO.

PSDF directors: Cllr David Evans, Cllr Rhys Jenkins.

LLANHARAN COMMUNITY COUNCIL FIXED ASSET REGISTER 2024-25

ASSET TYPE	ITEM DESCRIPTION	TYPE/SERIAL No.	LOCATION	ACQUISITION DATE	Variance between 2023/24 to 2024/25	Value for Asset Register (AGAR Box 12)	PURCHASE PRICE ex VAT
COMMUNITY ASSET	Bus Shelters						
	Parc Bryn Derwen 0330	2 bay double front entry with seats	Opposite Parc Bryn Derwen, Llanharry Rd	01/01/2021		£	1.00
	Parc Bryn Derwen 0331	2 bay half side with seats	Nr Parc Bryn Derwen, Llanharry Rd	01/01/2021		£	1.00
	Llanharry Road 0333	2 bay walk through L-R with seat	Outside 1 Heol Cynllan , Llanharry Rd	01/01/2021		£	1.00
	War Memorial 0337	2 bay cantilever	Nr War Memorial Hillside Drive	01/01/2021		£	1.00
	War Memorial 0338	2 bay cantilever	Opposite War Memorial Hillside Drive (2 bay cantilever)	01/01/2021		£	1.00
	Hillside 0339	3 bay double entry with seats	Opposite 3 Hillside Avenue	01/01/2021		£	1.00
	Hillside 0340	2 bay cantilever	Outside 2 Hillside Avenue	01/01/2021		£	1.00
	Meadow Close 0341	2 bay full sides	Outside Meadow Close Brynna Rd	01/01/2021		£	1.00
	Meadow Close 0342	2 bay full sides	Opposite Meadow Close Brynna Rd	01/01/2021		£	1.00
	Meadow Rise 0343	3 bay half sides	Opposite Breezes Brynna Rd	01/01/2021		£	1.00
	Meadow Rise 0344	2 bay half sides	Nr entrance to Meadow Rise Brynna Rd	01/01/2021		£	1.00
	Hillcrest 0345	2 bay quarter sides	Opposite 105 Brynna Rd	01/01/2021		£	1.00
	Hillcrest 0346	Masonry part enclosed	Outside 105 Brynna Rd	Unknown		£	1.00
	Primary School 0348	2 bay full sides with seat	Opposite Brynnau Primary School	01/01/2021		£	1.00
	Mountain Hare 0350	2 bay quarter sides	Outside 13 Brynna Rd	01/01/2021		£	1.00
	Mountain Hare 0351	2 bay quarter sides	Outside Mountain Hare Pub, Opposite 9 Brynna Rd	01/01/2021		£	1.00
	Trenos Gardens 0354	2 bay walk through R-L with seat	Nr 6 Trenos Place Bridgend Rd.	01/01/2021		£	1.00
	Trenos Gardens 0355	2 bay cantilever	Opposite 4 Trenos Place, Bridgend Rd.	01/01/2021		£	1.00
	Post office/Primary School 0356	2 bay half side with seats	Outside Post Office	01/01/2021		£	1.00
	Post office 0357	2 bay walk through L-R with seat	Outside 14 South View, Bridgend Rd	01/01/2021		£	1.00
	Terry's Way 0357A	2 bay cantilever with seats	Nr roundabout for Terry's Way, Bridgend Rd	01/01/2021		£	1.00
	Terry's Way 0357B	2 bay cantilever with seats	Nr roundabout for Terry's Way, Bridgend Rd	01/01/2021		£	1.00
	Rose Terrace 0358	2 bay cantilever	Opposite 3 Rose Terrace	01/01/2021		£	1.00
	Post office 0359	2 bay half sides	Outside 4 The Square, A473 Bridgend Rd	01/01/2021		£	1.00
COMMUNITY ASSET	Benches						
	Wayside Bench	Metal	Ynysmaerdy Community Centre	Unknown		£	1.00
	Wayside Bench	Metal	Ynysmaerdy Community Centre	Unknown		£	1.00
	Wayside Bench	Recycled	Lanelay Bus Stop	11/11/2021		£	810.00
	Wayside Bench	Recycled	A473 Lay-by	11/11/2021		£	810.00
	Wayside Bench	Metal	A473 Llanharan Straight	Unknown		£	1.00
	Wayside Bench	Recycled	Welfare Field	11/11/2021		£	810.00
	Wayside Bench	Recycled	Welfare Field	28/11/2019		£	715.00
	Picnic Bench	Recycled	Welfare Field	28/11/2019		£	625.00
	Wayside Bench	Metal	Llanharry Road	Unknown		£	1.00
	Wayside Bench	Recycled	Harold Street Play area	04/09/2018		£	655.00
	Picnic Bench	Wheelchair accessible	Harold Street Play area	07/09/2018		£	380.00
	Wayside Bench	Recycled	Llanharry Road/Bridgend Rd Junction	06/04/2024	£ 790.00	£	790.00
	Wayside Bench	Recycled	Bridgend Road (West)	06/04/2024	£ 790.00	£	790.00
	Wayside Bench	Recycled	Terry's Way Roundabout/Bridgend Road	06/04/2024	£ 790.00	£	790.00
	Wayside Bench	Recycled	Terry's Way (rear)	05/08/2019		£	860.00
	Wayside Bench	Recycled	LRGT Orchard Bryncae Community Centre	28/11/2019		£	731.20
	Wayside Bench	Recycled	Bryncae Bus Stop	25/09/2020		£	731.20
	Wayside Bench	Recycled	Dyffryn Tce/Bryncae	05/06/2020		£	731.20
	Wayside Bench	Metal	Bryncae (PD's)	Unknown		£	1.00
	Wayside Bench	Metal	Trenos Place (Outside play area)	Unknown		£	455.00
	Wayside Bench	Metal	Trenos Place (Outside play area)	Unknown		£	455.00
	Picnic Bench	Metal	Trenos Place (Outside play area)	Unknown		£	460.00
	Picnic Bench	Metal	Trenos Place (Outside play area)	Unknown		£	460.00
	Wayside Bench	Metal	New Road (West)	Unknown		£	1.00
	Wayside Bench	Metal	New Road (West)	Unknown		£	1.00
	Wayside Bench	Recycled	Heol Y Nant New Road (West)	06/04/2021		£	451.25
	Wayside Bench	Recycled	Heol Y Nant New Road (East)	06/04/2021		£	451.25
	Wayside Bench	Recycled	New Road/Maes Hedd junction	06/04/2021		£	451.25
	Memorial bench	Metal	War memorial	18/04/2019		£	1.00
	Wayside Bench	Metal	Path to Bethlehem View from railway station	Unknown		£	1.00
	Wayside Bench	Metal	Hillside Avenue	Unknown		£	1.00
	Wayside Bench	Recycled	Corner of Oakbrook	09/06/2021		£	1,365.00
	Wayside Bench	Recycled	Oakbrook Park	25/09/2020		£	725.00
	Picnic Bench	Wheelchair accessible	Oakbrook Park	07/09/2023		£	915.00
	Wayside Bench	Metal	Meadow Rise Junction	Unknown		£	1.00
	Wayside Bench	Recycled	Meadow Rise Estate	08/11/2024	£ 790.00	£	790.00
	Wayside Bench	Metal	Hillcrest	Unknown		£	1.00
	Wayside Bench	Metal	Meadow Rise Open Space	Unknown		£	1.00
	Wayside Bench	Recycled	Nr. Brynna Chapel, William Steet, Brynna	26/06/2020		£	1,295.00
	Wayside Bench	Recycled	Brynna Fields	06/04/2021		£	701.25
	Wayside Bench	Recycled	Brynna Fields	06/04/2021		£	701.25
	Picnic bench	Recycled	Brynna Community Centre Park	07/09/2018		£	580.00
	Wayside bench	Recycled	Brynna Community Centre Park	07/09/2018		£	655.00
	Bench	Metal	Nr Whitehills	Unknown		£	1.00
	Wayside Bench	Recycled	Mountain Hare Play area	09/10/2017		£	455.00
	Wayside Bench	Metal	Mountain Hare Play area	18/04/2019		£	1.00
	Wayside Bench	Wood/Metal	Mountain Hare Play area	Unknown		£	1.00
	Wayside Bench	Wooden	Mountain Hare Play area	09/04/2018		£	1.00
	Picnic Bench	Recycled	Mountain Hare Play area	09/10/2017		£	460.00
	Picnic Bench	Metal	Mountain Hare Play area	Unknown		£	1.00
	Wayside Bench	Wooden	Bridgend Road allotments	01/04/2021		£	1.00
COMMUNITY ASSET	Floral Planters						
	Precinct Planter	Amphora 800mm	Enterprise Way Junction (Summer)	23/06/2020		£	182.98
	Precinct Planter	Amphora 800mm	Enterprise Way Junction (Summer)	23/06/2020		£	182.98
	Precinct Planter	Amphora 800mm	William Street Brynna (Summer)	23/06/2020		£	182.98
	Precinct Planter	Amphora 800mm	William Street Brynna (Summer)	23/06/2020		£	182.98
	Large Octagonal Planter	Self Watering 1200mm	Ynysmaerdy (Summer)	23/06/2020		£	458.13
	Large Octagonal Planter	Self Watering 1200mm	Ynysmaerdy (Summer)	23/06/2020		£	458.13
	Large Octagonal Planter	Self Watering 1200mm	Lanelay (Summer)	23/06/2020		£	458.13
	Large Octagonal Planter	Self Watering 1200mm	Lanelay (Summer)	23/06/2020		£	458.13
	Large Octagonal Planter	Self Watering 1200mm	LRGT Welfare Field (Summer)	23/06/2020		£	458.13
	Large Octagonal Planter	Self Watering 1200mm	LRGT Welfare Field (Summer)	23/06/2020		£	458.13
	Large Octagonal Planter	Self Watering 1200mm	Dyffryn Crescent (Summer)	18/06/2021		£	495.65
	Large Octagonal Planter	Self Watering 1200mm	Dyffryn Crescent (Summer)	18/06/2021		£	495.65
	Large Octagonal Planter	Self Watering 1200mm	Meadow Rise (Summer)	18/06/2021		£	495.65
	Large Octagonal Planter	Self Watering 1200mm	Meadow Rise (Summer)	18/06/2021		£	495.65
	Town Entrance Planter	1270mm Trough	The Square Llanharan	23/06/2020		£	158.93
	Town Entrance Planter	1270mm Trough	The Square Llanharan	23/06/2020		£	158.93
	Town Entrance Planter	1270mm Trough	Film Studios Llanlid	23/06/2020		£	158.93
	Town Entrance Planter	1270mm Trough	Film Studios Llanlid	23/06/2020		£	158.93
	Town Entrance Planter	1270mm Trough	Brynna Road	23/06/2020		£	158.93
	Town Entrance Planter	1000mm Trough	Brynna Road	23/06/2020		£	145.52
	Fixed Planters		The Square Llanharan	Unknown		£	1.00
	Fixed Planters		The Square Llanharan	Unknown		£	1.00
COMMUNITY ASSET	Hanging Baskets						
	Hanging baskets * 129		Secure storage	17/07/2021		£	3,515.25
	Hanging baskets * 80	410mm S/Watering Cup & Saucer	Secure storage	17/07/2021		£	2,180.00
	Hanging baskets * 4	410mm S/Watering Cup & Saucer	Secure storage	20/04/2022		£	127.00
	Wall brackets * 70			17/07/2021		£	947.63
	Wall brackets (4") * 25			06/05/2021		£	371.25
	Lamp post brackets * 132					£	132.00
COMMUNITY ASSET	Noticeboards						
	Noticeboard	AF30 Multi 2 Bay 6A4 Noticeboard	Ynysmaerdy	01/06/2023		£	1,391.00
	Noticeboard		The Square, Llanharan	Unknown		£	1.00
	Noticeboard	AF30 Multi 2 Bay 6A4 Noticeboard	Llanharry Road	01/06/2023		£	1,391.00
	Noticeboard		Post Office, Bryncae	Unknown		£	1.00

	Noticeboard		Meadow Rise	Unknown	£	1.00
	Noticeboard		Nr. Morrisons Brynna	Unknown	£	1.00
	Noticeboard		Red Roofs Brynna	Unknown	£	1.00
COMMUNITY ASSET	Defibrillators					
	Defibrillator	(21) X15F758628	Red Telephone Kiosk, The Square, Llanharan	01/01/2018	£	1.00
	Defibrillator	(21) X17C901671	Ynysmaerdy Community Centre Glan Yr Ely	01/05/2018	£	1.00
	Defibrillator	(21) X23E624819	Llanharan RFC	26/10/2023	£	996.00
	Defibrillator	(21) X19A100786	109 Parc Bryn Derwen Llanharan	01/05/2018	£	1.00
	Defibrillator	(21) X17C901805	Selca Nursery, Bridgend Road, Llanharan	01/05/2018	£	1.00
	Defibrillator	(21) X17C901583	33 Ffordd y Dolau (Enterprise Way)	01/05/2018	£	1.00
	Defibrillator	(21)X21L442032	St. Iild's Meadow	20/05/2022	£	940.00
	Defibrillator	(21)XU441791	Brynceae Community Centre	20/05/2022	£	940.00
	Defibrillator	(21)X21L442069	10 Heol Y Parc, Heol Y Nant, New Road	20/05/2022	£	940.00
	Defibrillator	(21) X17C901735	Road to Llanlilid Church	01/05/2018	£	1.00
	Defibrillator	(21) X19A097285	9 Red Roofs Close, Mountain Hare	01/01/2018	£	1.00
	Defibrillator	(21) X131787357	Brynnau Primary School, 12 William St. Brynna CF72 9QJ	01/01/2018	£	1.00
	Defibrillator	(21)X21L442034	Brynna Community Centre	20/05/2022	£	940.00
	Defibrillator	(21)X21L442034	1 Meadow Rise Llanharan	01/01/2018	£	1.00
	Defibrillator	(21) X17C901775	Llanharan Primary School, Lwynbrain Tce. CF72 9PW	01/05/2018	£	1.00
	Defibrillator	(21)X21L442024	11 Rhodfa Bryn Rhydd Lanelay	20/05/2022	£	940.00
	Defibrillator	(21)X21410499	Llanharan OAP Hall, 2 Heol Cynllan, Llanharan	24/03/2023	£	1.00
	Defibrillator	(21)X24L767775	59 Trenos Gardens	05/04/2024	£ 900.00	£ 900.00
	Defibrillator Cabinet		Red Telephone Box, The Square, Llanharan	01/01/2018	£	335.00
	Defibrillator Cabinet		Ynysmaerdy Community Centre Glan Yr Ely	01/05/2018	£	499.00
	Defibrillator Cabinet		Llanharan RFC	20/05/2022	£	395.00
	Defibrillator Cabinet		109 Parc Bryn Derwen Llanharan	01/05/2018	£	499.00
	Defibrillator Cabinet		Selca Nursery, Bridgend Road, Llanharan	01/05/2018	£	499.00
	Defibrillator Cabinet		33 Ffordd y Dolau (Enterprise Way)	01/05/2018	£	499.00
	Defibrillator Cabinet		St. Iild's Meadow	20/05/2022	£	395.00
	Defibrillator Cabinet		Brynceae Community Centre	20/05/2022	£	395.00
	Defibrillator Cabinet		10 Heol Y Parc, Heol Y Nant, New Road	20/05/2022	£	395.00
	Defibrillator Cabinet		Road to Llanlilid Church	01/05/2018	£	499.00
	Defibrillator Cabinet		9 Red Roofs Close, Mountain Hare	01/01/2018	£	499.00
	Defibrillator Cabinet		Brynnau Primary School, 12 William St. Brynna CF72 9QJ	01/01/2018	£	500.00
	Defibrillator Cabinet		Brynnau Community Centre	20/05/2022	£	395.00
	Defibrillator Cabinet		1 Meadow Rise Llanharan	01/01/2018	£	499.00
	Defibrillator Cabinet		Llanharan Primary School, Lwynbrain Tce. CF72 9PW	01/05/2018	£	499.00
	Defibrillator Cabinet		11 Rhodfa Bryn Rhydd Lanelay	20/05/2022	£	499.00
	Defibrillator Cabinet		Llanharan OAP Hall, 2 Heol Cynllan, Llanharan	27/02/2023	£	645.00
	Defibrillator Cabinet		59 Trenos Gardens	12/03/2024	£	395.00
COMMUNITY ASSET	Street Lighting					
	Street Lighting columns * 4		Calfarfa Lane, Llanharan	25/05/2021	£	8,427.54
	Street Lighting columns * 2		Meadow Rise Open Space	Unknown	£	2.00
COMMUNITY ASSET	Community Clocks					
	The Smithy Clock		The Square, Llanharan	Unknown	£	1.00
	Brynna		Leyshon's Fish Bar, Brynna	Unknown	£	1.00
COMMUNITY ASSET	Street Furniture (Misc)					
	Coal Dram		Enterprise Way, Llanharan	06/03/2013	£	345.00
	Telephone Box		The Square, Llanharan. CF72 9NR	05/03/2024	£	5,018.00
	Gazebos x 3		Secure storage	27/06/2022	£	299.97
	2 x small Goalposts		Situated on Meadow Rise Open Space	Unknown	£	2.00
	2 X Kissing gates		Situated on Meadow Rise Open Space	Unknown	£	2.00
COMMUNITY ASSET	Civic Regalia					
	Chair Chain of Office		The Square, Llanharan. CF72 9NR	Unknown	£	1.00
	Deputy Chair Chain of Office		The Square, Llanharan. CF72 9NR	Unknown	£	1.00
	5m extension	FLC2020	Secure storage	Unknown	£	14.00
COMMUNITY ASSET	Play Ground Equipment					
	Mountain Hare Play Area		Mountain Hare	Unknown	£	43,000.00
	Skateboard Park, Oakbrook		Oakbrook	Unknown	£	60,000.00
COMMUNITY ASSET	Buildings					
	Welfare Ground Shower Block		Welfare Ground, Llanharan. CF72 9RA	Unknown	£	1.00
COMMUNITY ASSET	Structures					
	Steps		Enterprise Way (S.Access RAN 17/5)	24/11/2023	£	8,500.00
	Bridge		Black Path	01/01/2019	£	20,000.00
VEHICLES	Mowers & Machinery					
	Ride on Mower TYM 293 AJ19 WTA	E11-97768KA 2004/26/0083/05	Secure storage	01/04/2019	£	16,260.00
	Ride on Mower John Deere X750	CH3009D309973	Secure storage	01/04/2012	£	8,000.00
	Bowser (1000l)	SA98SHSIOP8302863	Secure storage	20/06/2019	£	2,669.00
	3G Ride on Brusher Countax		Secure storage	01/04/2015	£	2,000.00
	Tow bar - Toyota Proace		HF72 YMD	28/11/2022	£	435.00
OTHER ASSETS	Equipment					
	Strimmer Kawasaki 550 Brush Cutter		Secure storage	16/12/2020	£	567.00
	Stihl Long Reach Hedge Cutter		Secure storage	06/10/2020	£	417.08
	Petrol Jetwash	HD 6/15 G Classic Serial #:16085	Secure storage	23/01/2025	£ 509.32	£ 509.32
	Waterpump		Secure storage	16/07/2024	£ 354.17	£ 354.17
	Strimmer & brush cutter x2		Secure storage	Unknown	£	500.00
	Hewlett Packard Laptop (refurbished)	5CG2038FBH	2 Chapel Road, Llanharan. CF72 9QA	08/08/2023	£	283.33
	Dell Latitude 3520 laptop	BCE18DBD-7E31-45FB-885B-B947E02DB921	2 Chapel Road, Llanharan. CF72 9QA	04/11/2022	£	604.97
	Dell Intel Core i3 Vostro 15 laptop	551N2P2	2 Chapel Road, Llanharan. CF72 9QA	01/01/2018	£	250.00
COMMUNITY ASSET	Llanharan Pantry					
	Fridge Freezer		Brynceae Community Centre	27/09/2022	£	290.83
	Chest Freezer		Brynceae Community Centre	27/09/2022	£	250.00
COMMUNITY ASSET	War Memorial					
	Statue of Battlefield infantryman (Portland stone)	Master Sculptor: William Willingale Taylor	The Square, Llanharan. CF72 9NR	01/01/1934	£	1.00
	Brynna Memorial Obelisk		St.Peter's Chrchyard, Brynna.	21/08/1926	£	1.00
	War memorial lights Llanharan		The Square, Llanharan. CF72 9NR	02/12/2021	£	720.00
COMMUNITY ASSET	Wood Carvings					
	Dormice x 2		Brynna Woods	23/12/2022	£	1,000.00
	Kingfisher		Brynna Woods	23/12/2022	£	500.00
	Tawny Owl		Brynna Woods	23/12/2022	£	500.00
	Bats x 2		Brynna Woods	23/12/2002	£	1,000.00
	Violet Oil Beetle		Brynna Woods	07/02/2023	£	800.00
	Dragon		Brynna Woods	13/02/2023	£	700.00
	Pit Pony		Brynna Woods	23/05/2023	£	3,500.00
	Classroom		Brynna Woods	26/10/2023	£	4,700.00
	Mine's Lamp		Brynna Woods	07/11/2023	£	700.00
	Birdposts		Brynna Woods	10/11/2023	£	2,900.00
	Fairy Castle		Brynna Woods	12/03/2024	£	1,700.00
COMMUNITY ASSET	Christmas Lights					
	Merry Christmas motif		Brynna Primary School	01/01/2016	£	1.00
	Angel motif		Secure storage	01/01/2016	£	1.00
	Light strings & accessories * 1		Secure storage	09/11/2022	£	826.50
	String lights (Ynysmaerdy)		Secure storage	18/12/2020	£	252.00
	Transformer * 14	FLC2104	Secure storage	Unknown	£	14.00
	Connectors * 14	FLC2105	Secure storage	Unknown	£	14.00
	C/Form plug * 14		Secure storage	Unknown	£	14.00

	5m extension	FLC2020	Secure storage	Unknown	£	14.00
COMMUNITY ASSET	Play Ground Equipment					
	Mountain Hare Play Area		Mountain Hare	Unknown	£	43,000.00
	Skateboard Park, Oakbrook		Oakbrook	Unknown	£	60,000.00
COMMUNITY ASSET	Buildings					
	Welfare Ground Shower Block		Welfare Ground, Llanharan. CF72 9RA	Unknown	£	1.00
COMMUNITY ASSET	Structures					
	Steps		Enterprise Way (S.Access RAN 17/5)	24/11/2023	£	8,500.00
	Bridge		Black Path	01/01/2019	£	20,000.00
VEHICLES	Mowers & Machinery					
	Ride on Mower TYM 293 AJ19 WTA	E11-97768KA 2004/26/0083/05	Secure storage	01/04/2019	£	16,260.00
	Ride on Mower John Deere X750	CH3009D309973	Secure storage	01/04/2012	£	8,000.00
	Bowser (1000l)	SA98SHSIOP8302863	Secure storage	20/06/2019	£	2,669.00
	3G Ride on Brusher Countax		Secure storage	01/04/2015	£	2,000.00
	Tow bar - Toyota Proace		HF72 YMD	28/11/2022	£	435.00
OTHER ASSETS	Equipment					
	Strimmer Kawasaki 550 Brush Cutter		Secure storage	16/12/2020	£	567.00
	Stihl Long Reach Hedge Cutter		Secure storage	06/10/2020	£	417.08
	Petrol Jetwash	HD 6/15 G Classic Serial #:16085	Secure storage	23/01/2025	£ 509.32	£ 509.32
	Waterpump		Secure storage	16/07/2024	£ 354.17	£ 354.17
	Strimmer & brush cutter x2		Secure storage	Unknown	£	500.00
	Hewlett Packard Laptop (refurbished)	5CG2038FBH	2 Chapel Road, Llanharan. CF72 9QA	08/08/2023	£	283.33
	Dell Latitude 3520 laptop	BCE180BD-7E31-45FB-885B-B947E02DB921	2 Chapel Road, Llanharan. CF72 9QA	04/11/2022	£	604.97
	Dell Intel Core i3 Vostro 15 laptop	S51N2P2	2 Chapel Road, Llanharan. CF72 9QA	01/01/2018	£	250.00
	Dell Latitude 3550 laptop	HQVVG74	2 Chapel Road, Llanharan. CF72 9QA	05/02/2025	£ 867.42	£ 867.42
	TV and stand 1		Brynae Community Centre	01/04/2019	£	300.00
	Meeting Owl and expansion Mic		2 Chapel Road, Llanharan. CF72 9QA	29/08/2022	£	889.50
	Bush 50" TV monitor		Llanharan OAP Hall, Cynllan Avenue	29/06/2022	£	229.12
	Prechen 14" LED monitors x 2			27/02/2023	£	131.64
	Office Blinds		The Square, Llanharan. CF72 9NR	Unknown	£	800.00
	Office Chairs * 2		The Square, Llanharan. CF72 9NR	Unknown	£	250.00
	Office Desks * 2		The Square, Llanharan. CF72 9NR	Unknown	£	300.00
LAND	Land					
	Mountain Hare Play Area			04/09/1969	£	1.00
	Meadow Rise Play Area			Unknown	£	1.00
	Bridgend Rd Allotment Site			Unknown	£	1.00
	Jubilee Street Allotment Site			Unknown	£	1.00
	Pendre Allotment Site		Part owned	31/03/1983	£	1.00
	Memorial Rise plot		North of Llanharan Cemetery	19/09/1990	£	1.00
	William Street plot			Unknown	£	1.00
	Bridgend Rd plot (Dram)			06/03/2013	£	1.00
					£	5,790.91
					2024-25 Asset Register Value	£ 256,137.84
					2023-24 to 2024-25 Additions	£ 5,790.91
					2023-24 Asset Register Value (Restated)	£ 250,346.93
					2023-24 Asset Register Value (AGAR)	£ 504,353.73

Private & Confidential

Mr Leigh Smith
Llanharan Community Council
2 Chapel Road
Llanharan
Vale of Glamorgan
Pontyclun
Mid Glamorgan
CF72 9QA
United Kingdom

14th May 2025

Dear Leigh,

Insurance Policy: AJG Community Schemes
Client Name: Llanharan Community Council
Client Reference Number: 3075197
Policy Number: 9432124
Effective Date: 01/06/2025

Your insurance policy is due for renewal shortly and we have pleasure in enclosing your renewal quotation(s) and documentation. These have been based on your requirements which you disclosed to us previously or in our recent renewal discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your renewal premium(s) for the forthcoming year are detailed as follows:-

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
AJG Community Schemes	Hiscox Insurance Company Limited	£5,179.37	£621.51	£50.00	£5,850.88
Total		£5,179.37	£621.51	£50.00	£5,850.88

Long Term Agreement Option

In order to ensure rate stability, Llanharan Community Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £5,850.88. This means Llanharan Community Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date.

In return Hiscox Insurance Company Limited agrees not to increase the annual insurance premium, except for the following reasons:

Blenheim House
1-2 Bridge Street
Guildford
Surrey
GU1 4RY

Tel: 01483 462 860

www.ajg.com/uk

- When there are changes to the material facts concerning your policy.
- Policy changes where the sums insured for assets covered against loss or damage are increased or decreased.
- The annual inflationary increase (index linking) applied to the sums insured for the assets covered against loss or damage.
- The imposition by the Government of a higher rate of Insurance Premium Tax (IPT).

Any changes to terms or conditions other than those stated, for example, the imposition by the Insurer of a higher rate resultant from the claims ratio exceeding the percentage detailed in the LTA endorsement wording shown in the schedule enclosed, **releases** Llanharan Community Council from the Long Term Agreement and as your broker we will seek alternative quotations from the market on your behalf.

For further information please see the LTA wording contained within the attached Schedule of Insurance.

AJG Community Schemes

Your Requirements and Our Recommendations

We have assessed the information about the circumstances that you have provided to us to help us to identify your requirements and make recommendation(s). We have based our understanding of your requirements on this information.

Our Recommendation(s)

We recommend that this policy is placed with Hiscox Insurance Company Limited based upon your requirements to purchase a Local Council Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Local Council Insurance policy for Llanharan Community Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

Please see the attached cover comparison which details a summary of the core covers automatically included with all Gallagher Insurance policies. In addition to these our insurer panel can provide enhanced levels of protection and additional covers where appropriate.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.

Market Selection

For this type of insurance, Gallagher has entered in to an agreement with a single insurer, who provides this policy.

This agreement allows us to rate the premium and issue the policy documentation on their behalf. Under such an agreement, we are acting as agent of the insurer.

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy. The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

The attached insurer schedule details the following endorsements applicable to your policy.

- Premises - Endorsement - Flat roof condition - 308.0.2
- Premises - Endorsement - Addition of cover: under insurance restriction (Buildings) - 6469.0
- Premises - Endorsement - Removal of cover: cyber claims and losses - 6728.0
- Contents - Endorsement - Minimum security condition - 240.3
- Contents - Endorsement - Addition of cover (Travel expenses) - 6226.0
- Contents - Endorsement - Floating amount insured (Contents) - 6349.1
- Business Interruption - Endorsement - Amended definition: income - 6820.0
- Business Interruption - Endorsement - Floating amount insured (Business interruption) - 6350.1
- Contents Away from Premises - Endorsement - Contents temporarily elsewhere - 65.00
- Crisis Management - Endorsement - Crisis containment provider: Hill Knowlton - 9003.0
- Employers' Liability - Endorsement - Employers Liability Tracing Office (ELTO) - mandatory information required - 3121.0
- Employers' Liability - Endorsement - Confirmation of cover: cyber claims - 6734.0
- Legal Expenses - Endorsement - Commercial legal protection (charities) - 524.0
- Officials and Trustees - Endorsement - Prior and pending litigation date - 705.4

- Officials and Trustees - Endorsement - Amendment of cover: cyber claims (DO) - 3215.0
- Officials and Trustees - Endorsement - Amendment of cover: breach of professional duty (DO) - 3216.0
- Personal Accident - Endorsement - Amendment of cover: cyber claims and losses - 6752.0
- Public Liability - Endorsement - Firework and bonfire condition endorsement - 6080.0
- Public Liability - Endorsement - Removal of cover: cyber claims - 6735.0
- AJG Community Schemes - Endorsement - Floating amount insured (Buildings) - 6351.0
- AJG Community Schemes - Endorsement - Additional definitions: cyber - 6727.0
- AJG Community Schemes - Endorsement - Commercial assistance & legal advice helpline - 603.1

Key changes to your policy from renewal

Hiscox have made some important changes to your policy and documents. In respect of the policy sections Buildings, Contents, Property Away From The Premises and Business interruption, please note the Communicable Disease exclusion which has been added to the policy. For Business interruption, this restricts the types of diseases covered to Specified Diseases. In light of the current Covid -19 threat, note that this is not a Specified Disease.

Index linking is currently calculated at the rate shown in the attached Hiscox Insurance Company Limited schedule. Please contact a member of our team, should you not wish to index link your sums insured.

Policy Documents

It is important that you check through your policy documentation. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately.**

Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Cheque payable to Arthur J Gallagher Insurance Brokers Ltd - Please add your client reference number onto the back of the cheque.
- Direct Debit with Insurers (if available)
- Bank Transfer (BACS) - Gallagher will provide our bank details upon instruction to proceed

Next Steps

In order to renew the policy for Llanharan Community Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Llanharan Community Council
3. Confirm that the policy for Llanharan Community Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st June 2025

4. **It is essential that you confirm the insurer name, and whether you want to enter into a Long Term Agreement (whether the policy is for a 1 or 3 year term).**
5. Pay for your policy by the renewal date 1st June 2025

If you have any questions relating to your insurance arrangements, please do not hesitate to contact us. **We look forward to receiving your renewal confirmation by the renewal date.** Failure to provide your instructions could result in your policy and cover lapsing.

Should you need any assistance or wish to review our recommendation in anyway, please do contact the Community Team at Gallagher Insurance on 01483 462860 or via community@ajg.com.

Yours sincerely,

The Community Team

Tel: 01483 462860

Email: community@ajg.com

TALK TO US ABOUT:

- Motor
- Engineering
- Cyber
- Professional Indemnity
- Associated Charities
- Village Hall Policies
- Anglican Church Policies
- Risk Management Solutions
- Event Coverage
- Terrorism

Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Policy Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Our Invoice	Please note payment terms.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

Our Service & Remuneration

The table below indicates 'how we are paid for our services'. Further information is available in our Initial Disclosure Document that can be located further on in this letter.

Policy Cover	Broker Fee	Commission	Admin Fee
AJG Community Schemes	x	✓	✓

Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

The following examples provided are in addition to the main wording above and are to be used where appropriate:

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.

- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.
- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other broker fee charged and/or commission earned for our services.

Activity	Annual premium under £4,500	Annual premium over £4,500	Annual premium over £20,000
New Business and Renewal administration fee	£50	£75	£0

5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. The detail of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

8. Employers Liability Insurance – What you need to know

Employers' Liability Insurance

Since 1st October 2008 Employers are allowed to display their employers' liability certificate in an electronic format, so long as it remains accessible by all employees.

Although the law no longer requires you to retain certificates, we strongly recommend that you continue to do so. We believe that it is in your own interest to retain copies. Where no records can be found, you will be responsible for payment of any claim, particularly in relation to so-called 'long-tail' industrial diseases such as deafness and asbestosis.

If your policy includes cover for Employers Liability, this is designed to cover the costs of compensation, and legal fees should a member of staff fall ill or be injured due to an employers' negligence. If you are instead looking for financial cover should you, or an employee, be injured in an accident at work, then you may benefit from a Personal Accident policy. Please contact us to discuss what is included within a Personal Accident policy and to obtain a quote for this cover.

9. Making a Claim

Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 02382 547123 or by email to communityclaims@ajg.com.
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.
- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible.
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
 - Policyholder's name
 - Policyholder's address and postcode
 - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
 - What happened? When? Where?
 - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
 - What is the impact to you as the policyholder?
 - What is being done to help prevent further loss, damage or injury?
 - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims. Insurers should also discuss and agree with you the best method and frequency of updates/next contact.

Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing

your claim.

- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, we will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered or able to recover VAT for the costs claimed under their insurance policy, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim. This can include the VAT element of suppliers appointed by the insurer, such as solicitors costs.

Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 02382 547123 or email communityclaims@ajg.com, to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.



Insurance | Risk Management | Consulting

In line with our standard internal review processes, we have made some changes to our Terms of Business Agreement (TOBA), the document which governs the supply of our services to you, as a direct customer of one of the Gallagher entities.

Please find attached the updated version (the "New TOBA") which replaces the previous TOBA.

Generally, the material changes we make to our TOBA, can apply for any of the following reasons:

- to meet changing regulatory and / or legal requirements;
- providing more clarity around the basis of our relationship with you;
- add to the information about our organisation that we provide to you; or
- improve how we conduct business.

The more important changes are highlighted as follows:

- The sections entitled "How Do We Maintain Your Privacy" and "Confidential Information" have been merged into one section now entitled "Confidentiality and Data Protection" in order to clarify the use and disclosure of Confidential Information and Personal Data that you provide us in connection with the TOBA and the scope of business covered by it as well as addressing cross border transfers of such data.
 - Under the 'Data Protection' sub-section, we have expanded the circumstances where Personal Data may be processed, to align with our Privacy Notice.
 - The sub-section entitled 'Confidentiality' now includes a clearer definition of Confidential Information.
- For some clients there is a change to the "Limitation of Liability" provision that limits the liability that Gallagher would incur in the event of an error or omission on our part that leads to a client loss. This is now limited to £10m as standard in TOBAs issued to our client population. This is in line with our insurance industry peers and other similar professional services sectors, who employ such provisions to ensure prudent risk management and actively manage enterprise risk.

Please notify your usual Gallagher contact as soon as possible if you have any queries about the changes contained within the New TOBA or if there is anything in it that you do not understand or accept, as otherwise, we shall proceed on the basis that we have your deemed consent to the terms of the New TOBA.

Please retain this document and your New TOBA which supersedes any other TOBA we have sent to you in the past.

Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

Contents

Scope and application.....	4
Who are we?	4
What do we do?	4
Which insurers do we use?	5
How are we paid for our services?	5
How do we maintain your privacy?	5
Confidential Information	6
How do we handle your money?	6
Insurer Money (money we hold as agent of an insurer):	6
Client Money (money we hold as your agent):	6
Holding both insurer and Client Money	6
Payment to third parties:	6
Financial Services Compensation Scheme	6
Your obligations	7
Anti-bribery, corruption and financial crime	7
Your premium payment obligations	7
Your policy documents	8
Making a claim	8
Conflicts of interest	8
Complaints	8
Other territories	8
Right of set-off	9
Intellectual property rights	9
Termination	9
Cancellation of your policy	9
Currency conversion	9
Severability	9
Notices	9
Third party rights	9
Unexpected acts or events	9
Transfer of this agreement	9
Governing law and jurisdiction	10
Limitation of Liability	10



Insurance | Risk Management | Consulting

Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely. If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- d) to reflect changes in our services or in market practice
- e) to reflect legal or regulatory developments, or
- f) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at www.ajg.com/uk/.

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover. Where we receive your instruction or a firm order after normal office hours, placement of your insurance will be subject to further confirmation by us as soon as reasonably possible the following business day.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Additionally, when we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. In certain circumstances we may act for the insurers, or use services of other of our group companies - please see the "Conflicts of Interest" section.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

How are we paid for our services?

Payment in respect of a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred; brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and / or b) apply), and details of these charges, will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission.

If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred.

Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administer the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

Confidentiality and Data Protection

Confidentiality

During the course of this agreement or during discussions between the parties regarding potential services under this agreement (such as a request for proposal), each party may be provided with or given access to Confidential Information from or on behalf of the other party and each party agrees to treat such information as confidential and will not disclose it to any third party, except as stated in this agreement.

Confidential Information means all data received from or on behalf of the other party that is non-public, confidential or proprietary in nature, including, without limitation, non-personal, commercial data. Confidential Information does not include (i) Personal Data (as defined below); or (ii) information that (a) was previously known to a party without an obligation not to disclose such information, (b) was independently developed by or for the party, (c) was acquired from a third party without an obligation not to disclose such information, or (d) is or becomes publicly available through no breach of this agreement.

Data Protection

Each party agrees to comply with its respective obligations under applicable data protection laws with respect to Personal Data processed under this agreement. Personal Data means any information relating to an identified or identifiable natural person and for the avoidance of doubt does not include aggregate and anonymous data. Each party shall implement appropriate measures to maintain the availability, integrity, confidentiality and security of Personal Data processed under this agreement to protect it from unauthorized or illegal access, destruction, use, modification or disclosure.

We are the data controller of any Personal Data you provide to us or that we receive in connection with this agreement. Please review our Privacy Notice for details on how we collect, use, share, secure and retain data, and the rights an individual has in relation to Personal Data. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we will update our Privacy Notice, which may impact the ways in which we handle data. Please review our Privacy Notice periodically to ensure you are aware of any changes.

If you will be providing us with Personal Data of other individuals in connection with this agreement (such as your employees), you shall ensure that those individuals have received appropriate data privacy notices and that you have obtained all required consents to enable you to process and transfer the Personal Data as described in this agreement. You will only share Personal Data with us that is necessary for us to provide the services, reliable for its intended use, and accurate, complete and current. You agree to notify us if you become aware that the information is inaccurate, incomplete or out-of-date. You will also provide us with reasonable assistance, upon request, in dealing with any requests, inquiries or complaints that we receive from individuals and/or local data protection regulators in relation to any Personal Data processed under this agreement.

Use and Disclosure of Confidential Information and Personal Data

You agree and acknowledge, respectively, that we may use Confidential Information and Personal Data provided to us:

- (i) to provide the services and fulfil our obligations under the agreement in accordance with applicable laws, regulations and our Privacy Notice;
- (ii) to share such information with (re)insurers, other brokers, surveyors, loss adjusters, loss assessors, third party claims administrators, service providers, premium finance providers and other similar third parties either to the extent necessary to provide our services to you or in accordance with normal (re)insurance broking practices;
- (iii) to conduct data analytics, surveys, benchmarking and risk modelling to understand risk exposures and experience, for purposes of creating industry or sector-wide reports to share with our group companies and third parties provided reports shared with third parties will only be on an aggregate, anonymised or de-identified basis, unless we have obtained your consent;
- (iv) to improve and develop systems and algorithms for purposes of delivering services to you and other clients, conducting data analytics, developing sales and marketing strategies and otherwise improving our services and products; and
- (v) to collect and use your risk, loss, reserve and claims data in the creation, marketing and commercial use of loss databases, analytical or statistical reports, models and tools, (re)insurance and capital markets products, any of which may be used in the services provided to you or third parties, except any services provided to third parties would only include aggregate, anonymised or de-identified data.

Without limitation to any other provisions contained herein, either party may disclose Confidential Information and Personal Data that it has received from the other or been given access to under this agreement:

- (i) to its group companies, professional advisors, actuaries, auditors, insurers, sub-contractors, (sub) processors and other similar third parties to the extent necessary to perform a party's rights or obligations under this agreement or to ensure the effective management, administration, and operation of its businesses, provided such persons are under a duty of confidentiality;
- (ii) to the extent required by law or regulations, where requested or required to do so by a court of competent jurisdiction, tribunal, arbitration body, law enforcement, administrative agency or regulator, or to exercise or defend its rights in a legal dispute related to this agreement; and
- (iii) for fraud detection and financial management and prevention (including but not limited to disclosure to credit reference agencies or fraud prevention agencies).

In order for us to operate as a global business and provide the services described above, we may transfer Confidential Information and Personal Data as contemplated herein across borders.

Any such transfers will comply with applicable law and be subject to suitable safeguards to ensure an adequate level of protection, including, where required, the use of standard contractual clauses approved by the local data protection regulator, that require each party to ensure that the Personal Data receives an adequate and consistent level of protection.

How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

We may take payment from you when your policy next renews using payment card information you have shared with us and which we will retain. If we intend to do this, we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service. Money we hold as your agent is referred to as 'Client Money'.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer.

Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at www.fscs.org.uk or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.

Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply

questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company

with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.

Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We reserve the right to charge an additional or separate fee

or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team
Spectrum Building 55 Blythswood Street Glasgow
G2 7AT
Email: commercialcomplaintsuk@ajg.com

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Telephone: 0800 0234 567 (from landline)
Telephone: 0300 123 9 123 (from mobile)

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

Right of set-off

(based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

Circumstances outside of the parties' control

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable

Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and

either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing law and jurisdiction

The law of England and Wales will apply to this agreement

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

fees in the event of policy termination.

Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

Severability

The invalidity, illegality or unenforceability of any of the provisions of this agreement will not affect the validity, legality or enforceability of the remaining provisions in this agreement.

Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).



Renewal SCHEDULE

Quote Reference - 149810555

The information contained on this page is confidential and should not be sent to third parties

INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/06/2025 until the policy is cancelled
Date issued to insured :	14/05/2025
Underwritten by :	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment method :	Payment by Broker's Account

INSURED DETAILS

Insured :	Llanharan Community Council
Address :	2 Chapel Road Pontyclun CF72 9QA
Additional insureds :	There are no Additional Insureds on this policy
Business :	Community Council
General terms and conditions wording :	11604 WD-HSP-UK-PAC-GTC(4) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

PREMIUM DETAILS

Annual premium :	£5,179.37	Annual Tax :	£621.51	Total :	£5,800.88
------------------	-----------	--------------	---------	---------	-----------

Renewal SCHEDULE

Local councils & not-for profit organisations scheme

PROPERTY – BUILDINGS

Section wording 11600 WD-HSP-UK-PAC-PYB(5)
Insurer Hiscox Insurance Company Limited

Premises address	Sum insured
Changing Rooms, Llanharan Recreation Ground Trust, Llanharan, CF72 9RA	£209,321

Item description	Excess	Amount Insured
Total Buildings	£250	£209,321
Gates and fences	£250	£0
Fixed outside equipment	£250	£0
Street furniture	£250	£178,726
War memorials	£250	£149,205
Playground equipment	£250	£131,351
Sports surfaces	£250	£0
Other surfaces	£250	£0
Rent receivable	£250	£10,000

Excess applies to: Each and every loss

Special excesses

Losses from subsidence £1,000 each and every loss

Additional cover (in addition to the overall limit/amount insured above)

Trace and access	£5,000
Emergency services	£5,000
Loss prevention costs	£25,000
Additions to buildings	£50,000
Inadvertent omissions	£500,000
Trees, shrubs and plants	£25,000
Bequeathed buildings	£50,000
Discharge of oil	£10,000 in total during any one period of insurance, across all Property sections combined
Contract works and site materials	£75,000

Endorsements

6351.0	Floating amount insured (Buildings)
308.0.2	Flat roof condition
6469.0	Addition of cover: under insurance restriction (Buildings)
6728.0	Removal of cover: cyber claims and losses

Renewal SCHEDULE

PROPERTY – CONTENTS

Section wording 11602 WD-HSP-UK-PAC-PYC(6)
Insurer Hiscox Insurance Company Limited

Item description	Excess	Amount Insured
General contents including computer and ancillary equipment	£250	£59,855
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£13,788
Sports equipment	£250	£0
Rent payable	£250	£0

Excess applies to Each and every loss
Geographical limits: United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Additional cover (in addition to the overall limit/amount insured above)

Costs following glass breakage	£10,000
Additions to contents	£10,000 or 10% of the amount insured for contents, whichever is the greater
Money in the insured location while open for business or in a locked safe	£1,000
Money in transit or at the home of any councillor, trustee, employee or volunteer	£1,000
Money at all other times	£1,000
Money - non-negotiable instruments	£250,000
Identity fraud	£5,000
Personal effects	£5,000
Reconstitution of electronic data	£5,000
Reconstitution of other business documents	£5,000
Lock replacement	£10,000
Building damage by theft	£10,000
Personal assault - death	£10,000 per person
Personal assault - total loss or permanent and total loss of use of one or more limbs	£10,000 per person
Personal assault - total and irrecoverable loss of sight in one or both eyes	£10,000 per person
Personal assault - disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£100 per week up to a maximum of 104 weeks
Metered water and fuel	£5,000
Outdoor items	£5,000
Marquees	£10,000
Refrigerated stock	£2,500
Undamaged tenant's improvements	£5,000
Contents temporarily elsewhere including whilst in transit	£25,000 or 10% of the amount insured for contents, whichever is the less

Renewal SCHEDULE

Defective title – fine art	£10,000
Continuing hire charges – in total across all Property sections	£10,000
Exhibitions stands and equipment temporarily elsewhere	£25,000 or 10% of the amount insured for contents, whichever is the less
Defibrillators	£5,000
Bequeathed property	£5,000
Fund raising events	£5,000
Contents kept at home	£25,000 or 10% of the amount insured for contents, whichever is the less
Fraud and dishonesty	£150,000 the aggregate per period of insurance

Endorsements

240.3	Minimum security condition
6226.0	Addition of cover (Travel expenses)
6729.0	Removal of cover: cyber claims and losses
6349.1	Floating amount insured (Contents)

PROPERTY AWAY FROM THE PREMISES

Wording Insurer	11602 WD-HSP-UK-PAC-PYC(6) Hiscox Insurance Company Limited
------------------------	--

Item description	Excess	Amount Insured
All business equipment	£250	£5,000

Excess applies to:	Each and every loss
Geographical limits:	European Union, United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man and Gibraltar

Endorsements

65.00	Contents temporarily elsewhere
6729.0	Removal of cover: cyber claims and losses

PROPERTY – BUSINESS INTERRUPTION

Section wording Insurer	11601 WD-HSP-UK-PAC-PYI(6) Hiscox Insurance Company Limited
--------------------------------	--

Item description	Indemnity period	Amount Insured
Loss of income	12 months	£10,000
Additional increased costs of working	12 months	£10,000

Additional cover (in addition to the overall limit/amount insured above)

Key person	£250 per week up to a maximum of £2,500 per period of insurance.
Unauthorised use of public utilities	£100,000 or the total amount insured for Business interruption, whichever is less

Renewal SCHEDULE

Special limits (included within and not in addition to the overall limit/amount insured above)	
Denial of access	£100,000 or the total amount insured for Business interruption, whichever is less
Non-damage denial of access	£100,000 or the total amount insured for Business interruption, whichever is less
Bomb threat	£100,000 or the total amount insured for Business interruption, whichever is less
Suppliers	£100,000 or the total amount insured for Business interruption, whichever is less
Public utilities	£100,000 or the total amount insured for Business interruption, whichever is less
Public authority	£100,000 or the total amount insured for Business interruption, whichever is less
Failure of safety equipment	£100,000 or the total amount insured for Business interruption, whichever is less
Loss of attraction	£100,000 or the total amount insured for Business interruption, whichever is less
Alternative hire costs	£5,000
Equipment breakdown	£5,000

Endorsements	
6731.0	Removal of cover: cyber claims and losses
6820.0	Amended definition: income
6350.1	Floating amount insured (Business interruption)

EQUIPMENT BREAKDOWN	
Section wording	11609 WD-HSP-UK-PAC-EQB(3)
Insurer	Hiscox Insurance Company Limited
Amount insured	£5,000
Limit applies to	Total amount insured across all property sections combined
Excess	£250
Excess applies to	Each and every loss

Special limits (included within and not in addition to the overall limit/amount insured above)	
Hazardous substances	£5,000 total amount insured across all Property sections combined
Reconstitution of electronic data	£5,000
Expediting expenses	£5,000
Computers	£5,000
Oil and water storage tanks	£5,000

Endorsements	
6732.0	Removal of cover: cyber claims and losses

EMPLOYERS' LIABILITY	
Section wording	11603 WD-HSP-UK-PAC-EL(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	Each and every occurrence including costs
Geographical limits	Worldwide
Applicable court	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Renewal SCHEDULE

Special limits	(included within and not in addition to the overall limit/amount insured above)
-----------------------	---

Criminal defence costs	£100,000 in the aggregate
Terrorism	£5,000,000 in the aggregate

Endorsements

3121.0	Employers Liability Tracing Office (ELTO) - mandatory information required
6734.0	Confirmation of cover: cyber claims

PUBLIC AND PRODUCTS LIABILITY

Section wording	11607 WD-HSP-UK-PAC-GL(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	Each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies
Excess	£250
Excess applies to	Each and every claim for property damage only
Geographical limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar

Additional cover	(in addition to the overall limit/amount insured above)
-------------------------	---

Unauthorised use of third party telephones by your employees	£2,500 any one period of insurance
Loss of excess or no claims discount	£250 any one period of insurance
Loss of third party keys	£2,500 any one period of insurance
Defamation and intellectual property rights	£500,000 any one period of insurance

Special limits	(included within and not in addition to the overall limit/amount insured above)
-----------------------	---

Criminal defence costs	£100,000 in the aggregate
Pollution defence costs	£100,000 in the aggregate
Hirer liability	£5,000,000 in the aggregate

Endorsements

6080.0	Firework and bonfire condition endorsement
6735.0	Removal of cover: cyber claims

OFFICIALS' AND TRUSTEES' INDEMNITY

Section wording	11614 WD-HSP-PAC-DO(6)
Insurer	Hiscox Insurance Company Limited
Policy limit	£500,000
Limit applies to	In the aggregate including costs
Legal representation costs	£15,000
Legal representation basis	In the aggregate any one period of insurance
Geographical limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Endorsements

Renewal SCHEDULE

705.4	Prior and pending litigation date
3215.0	Amendment of cover: cyber claims (DO)
3216.0	Amendment of cover: breach of professional duty (DO)

COMMERCIAL LEGAL PROTECTION (DAS)

Section wording	9927 WD-HSP-UK-CHR-DAS(3)
Insurer	DAS Legal Expenses Insurance Company Limited
Section limit	£100,000
Limit applies to	All claims resulting from one or more event arising at the same time or from the same originating cause
Excess	£200
Excess applies to	Each and every claim arising from aspect enquiries only
Geographical limits	For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury: The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

Endorsements

524.0	Commercial legal protection (charities)
--------------	---

PERSONAL ACCIDENT

Section wording	11608 WD-HSP-UK-PAC-PA(4)
Insurer	Hiscox Insurance Company Limited

Personal accident

Capital benefit	£100,000
Temporary benefit	£500 per week
Medical expenses	£10,000
Insured persons	Councillors, trustees, volunteers and employees of the insured
Operative time	While working for you or on your behalf

Special limits (included within and not in addition to the overall limit/amount insured above)

Death	100% capital benefit amount per person
Loss of one limb	100% capital benefit amount per person
Loss of one eye	100% capital benefit amount per person
Loss of two limbs	100% capital benefit amount per person
Loss of two eyes	100% capital benefit amount per person
Loss of one limb and one eye	100% capital benefit amount per person
Loss of hearing	100% capital benefit amount per person
Loss of speech	100% capital benefit amount per person
Permanent total disablement	100% capital benefit amount per person
Temporary total disablement	£500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Temporary partial disablement	£500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Maximum accumulation	£1,000,000 any one loss in the aggregate

Endorsements

6752.0	Amendment of cover: cyber claims and losses
---------------	---



Renewal SCHEDULE

CRISIS CONTAINMENT

Wording	15369 WD-HSP-UK-PAC-CRI(1)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£25,000
Limit applies to	Per crisis and in the aggregate during any one period of insurance
Geographical limits	The United Kingdom of Great Britain and Northern Island, the Isle of Man and the Channel Islands.

Special limits	(included within and not in addition to the overall limit/amount insured above)
-----------------------	---

Outside working hours discretionary crisis mitigation costs	£2,000
---	--------

Endorsements

9003.0	Crisis containment provider: Hill Knowlton
---------------	--

Renewal SCHEDULE

The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

Property – buildings clauses in full

Clause	6351.0	<p>Floating amount insured (Buildings)</p> <p>The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to such items however many locations are affected.</p>
Clause	308.0.2	<p>Flat roof condition</p> <p>We will not make any payment for damage arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every 2 years by a competent person and any defects are rectified within 14 days.</p>
Clause	6469.0	<p>Addition of cover: under insurance restriction (Buildings)</p> <p>The following is added to How much we will pay, Under insurance:</p> <p>If, at the time of damage, the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for other costs, the amount we pay will be reduced in the same proportion as the under insurance. If, however you provide us with a professional valuation of the buildings that was carried out within the 3 years preceding the incident of loss, we will not apply this reduction.</p>
Clause	6728.0	<p>Removal of cover: cyber claims and losses</p> <p>What is not covered 1. m. 'any virus.' is deleted.</p> <p>The following is added to What is not covered:</p> <p>We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by:</p> <ul style="list-style-type: none"> a. a cyber attack or fear or threat of a cyber attack; b. a hacker or fear or threat of a hacker; or c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker. <p>We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.</p> <p>We will not make any payment for damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a computer or digital technology error.</p> <p>We will not make any payment for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not make any payment for loss or damage due to your parting with title or possession of property or rights to property prior to receiving payment in full.</p>

Property – contents clauses in full

Clause	240.3	<p>Minimum security condition</p> <p>We will not make any payment for damage unless the physical security measures at the insured location comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none"> 1. The final exit door is secured by: <ol style="list-style-type: none"> a. a rim automatic deadlock conforming to or superior to BS3621; or b. a mortice deadlock conforming to or superior to BS3621; or
--------	-------	---

Renewal SCHEDULE

- c. a key operated multi-point locking system having at least three locking bolts.
 - 2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
 - 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
 - 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.
- Please note:
- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
 - (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.

Clause 6226.0

Addition of cover - travel expenses

The following is added to **What is covered**, Additional cover:

Travel expenses

23. **We** will also pay for:
- the unused travel, accommodation and pre-booked conference or excursion expenses which **you** have paid or legally have to pay and which cannot be recovered; and
 - the necessary and reasonable additional travel and accommodation expenses for **your** member of staff, **councillor** or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the **period of insurance**, for one of the following reasons:
- the death, accidental injury or illness of a member of staff, **councillor** or trustee; or
 - the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, **councillor** or trustee; or
 - the death, accidental injury or illness of any person with whom a member of staff, **councillor** or trustee is planning to stay or conduct business; or
 - a member of staff, **councillor** or trustee being called for jury service or as a court witness; or
- damage** to a member of staff or **councillor**'s or trustee's pre-booked accommodation making it impossible for the member of staff or **councillor** or trustee to stay there.
 - damage** to the scheduled means of transport or any strike, riot, civil commotion or **terrorism** which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or **councillor** or trustee is booked to travel on their outward or return journey.

The most **we** will pay during the period of **insurance** under this additional cover is £750. The **excess** which applies to this additional cover is £75.

Clause 6729.0

Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic

Renewal SCHEDULE

locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear or threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Clause	6349.1	Floating amount insured (Contents) The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to your contents however many locations are affected.
--------	--------	---

Property away from the premises clauses in full

Clause	65.00	Contents temporarily elsewhere We will not make any payment when such property is temporarily outside the UK unless it is in your care , custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.
Clause	6729.0	Removal of cover: cyber claims and losses What is covered , Lock replacement, is amended to read as follows: The costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the period of insurance . However this does apply to the unauthorised modification of any digital or electronic locks. What is not covered 1. h. 'a virus or hacker.' is deleted. The following is added to What is not covered : We will not make any payment for damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by: a. a cyber attack or fear or threat of a cyber attack ; b. a hacker or fear or threat of a hacker ; or c. its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or hacker . We will however cover any other damage , loss, cost or expense insured under this section which is caused by the cyber attack or hacker . We will not make any payment for damage , loss, cost or expense directly or

Renewal SCHEDULE

indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Business interruption clauses in full

Clause	6731.0	<p>Removal of cover: cyber claims and losses Where applicable:</p> <ol style="list-style-type: none"> Special definitions for this section, Cyber attack is deleted. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted. <p>The following is added to What is not covered:</p> <p>We will not make any payment for any interruption to your activities or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:</p> <ol style="list-style-type: none"> cyber attack; hacker; computer or digital technology error; any fear or threat of a. or c. above; or any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above. <p>However:</p> <ol style="list-style-type: none"> this exclusion does not apply to What is covered, Financial losses from insured damage; and exclusion c. above does not apply to What is covered, Equipment Breakdown. <p>These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of your policy.</p>
Clause	6820.0	<p>Amended definition: income Special definitions for this section, Income, is amended to read as follows:</p> <p>Income</p> <p>The total income from your activities carried out from your insured location. This does not include precept income.</p>
Clause	6350.1	<p>Floating amount insured (Business interruption) The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for each interruption to your activities however many locations are affected.</p>

Employers' liability clauses in full

Clause	6732.0	<p>Removal of cover: cyber claims and losses What is not covered 2. c. 'a virus' is deleted.</p> <p>The following is added to What is not covered:</p>
--------	--------	---

Renewal SCHEDULE

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **cyber attack**;
- b. **hacker**; or
- c. a failure of electronic equipment to correctly recognise, process or store any data.

Employers' liability clauses in full

Clause	3121.0	<p>Employers Liability Tracing Office (ELTO) – mandatory information required You must provide us with the following information for this section of the policy for each entity insured under this section of the policy:</p> <ol style="list-style-type: none"> 1. Employer name; and 2. Full address of employer including postcode; and 3. HMRC Employer Reference Number (ERN). <p>If any insured entity does not have an ERN, you must provide us with one of the following reasons:</p> <ul style="list-style-type: none"> a. The entity has no employees; or b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; <p>or</p> <ul style="list-style-type: none"> c. The entity is not registered in England, Wales, Scotland or Northern Ireland. <p>You must inform us immediately of any changes to the above information.</p>
Clause	6734.0	<p>Confirmation of cover: cyber claims The following is added to What is covered:</p> <p>Cyber claims</p> <p>We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.</p>

Public and products liability clauses in full

Clause	6080.0	<p>Firework and bonfire condition endorsement The following applies to the whole of this policy and is a condition precedent to our liability.</p> <p>We will not make any payment under this insurance unless you comply with all of the requirements below.</p> <p>Whenever you are responsible for any firework or bonfire displays at the insured location, you must ensure that:</p> <ol style="list-style-type: none"> 1. there is a written risk assessment in place for the proposed event; and 2. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and 3. the relevant local authorities have been notified and permission for the event granted and you must also ensure that any requirements from the authorities are fully complied with; and 4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and 5. fireworks are purchased from a reputable supplier and are not modified in any way; and 6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and 7. there is appropriate first aid presence on site, in line with the risk assessment document; and 8. appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and 9. all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
--------	--------	---

Renewal SCHEDULE

10. any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material; and
11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
12. there will be no use of accelerants or other flammables on any bonfire; and
13. an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

We will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

Clause **6735.0**

Removal of cover: cyber claims

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
 - a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
 - b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

Renewal SCHEDULE

The following is added to **What is not covered**:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Officials indemnity clauses in Full

Clause	705.4	<p>Prior & pending litigation date Prior & pending litigation date 01/06/2022</p>
Clause	3215.0	<p>Amendment of cover: cyber claims (DO) The following are added to Special definitions for this section:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, any data or computer or digital technology, including but not limited to any: <ul style="list-style-type: none"> a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack. <p>Data subject</p>

Renewal SCHEDULE

Any natural person who is the subject of **personal data**.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

The following is added to **What is covered**:

Additional cover

Loss of data resulting from a cyber incident

We will pay on behalf of any **insured person** the **loss** arising from a **claim** against that **insured person**, including any **claim** by any **data subjects** relating to **personal data**, where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a **cyber attack**, a **hacker** or that **insured person's** own unintentional error. We will not cover **defence costs** in relation to such **claims**.

The following is added to **What is not covered**:

We will not make any payment for any **claim, loss or investigation** based upon, attributable to or arising out of any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. **social engineering communication**; or
- e. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.

This exclusion does not apply to any **claim**:

- i. covered under **What is covered, Additional cover**, Loss of data resulting from a cyber incident; or
- ii. brought by you, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **How much we will pay**:

The most **we** will pay under **What is covered, Additional cover**, Loss of data resulting from a cyber incident, is the lesser of:

1. £250,000; or
2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of

Renewal SCHEDULE

the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Clause	3216.0	<p>Amendment of cover: breach of professional duty (DO) What is not covered, Breach of professional duty, is amended to read as follows:</p> <p>Breach of duty to customers</p> <p>We will not make any payment for any claim, loss or investigation where any claim is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:</p> <p>a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim;</p> <p>b. any health and safety/manslaughter claim; or</p> <p>c. a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p>
---------------	---------------	--

Commercial legal protection (DAS) clauses in full

Clause	524.0	<p>Commercial legal protection Legal Expenses - cover for up to £100,000 DAS legal advice line: Tel. 0117 933 0626 Please quote policy reference TS5/5997087 in all correspondence For the purpose of Commercial Legal Protection, We/Our means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.</p>
---------------	--------------	---

Crisis containment: endorsements

Clause	6752.0	<p>Amendment of cover: cyber claims and losses The following are added to Special definitions for this section:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, any data or computer or digital technology, including but not limited to any: <p>a. programs designed to damage, disrupt, extract data from, or gain access to any</p>
---------------	---------------	---

Renewal SCHEDULE

data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

The following is added to **What is not covered**:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

Crisis containment: endorsements

Clause	9003.0	Crisis containment provider: Hill & Knowlton Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796 Crisis containment provider: Hill & Knowlton This contact number will go through to us during working hours , and will go directly to Hill & Knowlton outside of these hours. If you first become aware of a crisis outside of working hours , you must notify us of the crisis as soon as possible within working hours by telephoning +44 (0)800 8402783 or +44 (0)1206 711796.
--------	--------	---

Renewal SCHEDULE

Clauses - applicable to the whole policy

Clause	6727.0	<p>Additional definition: cyber</p> <p>The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of your policy:</p> <p>Computer or digital technology</p> <p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, any data or computer or digital technology, including but not limited to any: <ol style="list-style-type: none"> a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack. <p>Hacker</p> <p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf. <p>Program(s)</p> <p>A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.</p>
Clause	603.1	<p>Commercial assistance & legal advice helpline</p> <p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none"> • Employment • Prosecutions • Discrimination in the workplace • Health & safety

Renewal SCHEDULE

- European law

Helpline number: 44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

Clause

7789.0

Additional Benefit: The Hiscox Risk Academy The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business. The Academy allows you to manage, track and deliver training and assessments in a simple online environment. The interactive training is tailored to the needs of your business and covers topics including fire safety, slips, trips and falls as well as mental health awareness. The editable documents and templates allow you to identify and monitor risks in your own workplace. This service is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk

Renewal SCHEDULE

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	22 Bishopsgate, London, EC2N 4BQ, United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Name	DAS Legal Expenses Insurance Company Limited
Registered address	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
Company registration	Registered in England number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Broker Name	Arthur J. Gallagher Insurance Brokers Limited
Registered address	Spectrum Building 7 th Floor 55 Blythswood Street Glasgow G2 7AT
Company registration	Registered in Scotland. Company Number SC108909
Status	Authorised and regulated by the Financial Conduct Authority

You must read this statement of fact carefully and check that all of the information is true, complete and accurate. Please note that some of the information may have been assumed by us.

If any of the information in the statement of fact is not true, complete and accurate, you must let us know before cover starts. You must also let us know if, after cover has started, any of the information is or is likely to become no longer true, accurate and complete. In each case, we will let you know whether it affects the terms of cover.

You must also let us know if at any point you exceed, or are likely to exceed, any of the maximum allowable amounts shown below.

Provided the information is, and remains, true, complete and accurate, and you do not exceed any of the maximum allowable amounts, we do not require you to provide any additional information.

If any of the information is not, or no longer remains, true, accurate and complete and you do not tell us; it could affect the validity of the policy or our ability to pay a claim.

Type of organisation	Declared population
Community council	10,000

Your council/organisation: Llanharan Community Council

We asked you	You answered
Is your council/organisation based entirely within the United Kingdom?	Yes
Are you involved in any of the following? <ul style="list-style-type: none"> Environmental campaigning or lobbying Homelessness or refugees Human rights or the prevention of cruelty or abuse International or overseas aid Mental or sexual health 	None of the above
Has your council/organisation had any claims within the last five years?	No
Are you aware of any fact, circumstance or incident that may give rise to a loss or claim?	No
Have you or any of your trustees or committee members ever been made bankrupt or insolvent either in a personal capacity or in connection with an organisation?	No
Has your council/organisation ever had any insurance policy withdrawn, voided, made subject to special terms or cancelled?	No
Does your council/organisation have responsibility for any of the following: <ul style="list-style-type: none"> BMX tracks derelict, empty, or disused buildings firework or bonfire events playgrounds river, lake, pond, or any other body of water skate parks zip wires 	playgrounds

Your property

Are any of your premises occupied as any of the following <ul style="list-style-type: none"> Animal shelter Drop-in centre, care home, or hospice animal shelter Residential drug or alcohol facility Retail location or warehouse 	None of the above
Are the electrical installations at each premises inspected at least every five years by a qualified electrician, and are all defects remedied accordingly?	Yes
Has a fire risk assessment has been undertaken for each premises?	Yes
Have all lifts, boilers, steam and pressure vessels at each premises been inspected and approved to comply with all statutory requirements?	Yes
Have there been any flood claims at any premises to be insured, or does any premises to be insured have a history of flooding?	No
Have there been any claims for subsidence, heave, or landslip at any premises to be insured, or has any premises to be insured been underpinned?	No
Is any premises to be insured 25% or more of non-standard construction - i.e. constructed with external walls of brick, stone or concrete with a pitched roof of slate, tiles or profile metal?	No
Are all premises to be insured heated by a conventional electric, gas, oil, or solid fuel central heating system?	Yes
Does any premises to be insured have any cladding?	No
Is any non-seasonal premises to be insured unoccupied for a period exceeding 45 consecutive days?	No
Is any seasonal premises to be insured unoccupied for a period exceeding 180 consecutive days?	No
Are there any construction works at any premises to be insured?	No

Your activities

<p>Does your council/organisation undertake or organise any activity or fund raising event involving</p> <ul style="list-style-type: none"> any activity in or on water, underground, or more than five metres above the ground any mechanically driven ride or any activity at a speed exceeding 10 mph any nursing or the provision of care for persons with mental disabilities or criminal histories any winter sport - including skiing, ski jumping, ice skating, or the use of any bobsleigh or skeleton gymnastics, trampolining, or the use of any inflatable play equipment including bouncy castles horse riding or any other equestrian activity potholing, caving, mountaineering, rock-climbing, bungee jumping, or any activity that requires the use of any rope the use of any airborne lantern, sky lantern, sky candle, or wish lantern the use of any pyrotechnics or black powder for which a license is required the use of any weapon 	No
<p>Does your council/organisation undertake or organise any kind of race involving</p> <ul style="list-style-type: none"> any activity known to carry an increased risk of personal injury - including any marathon, biathlon, triathlon, iron man or weightlifting competition, mountain bike race or commando challenge any contact sport, or a professional sport of any kind children under the age of sixteen the crossing of water fell running, any kind of endurance or strength test, or an assault or obstacle course the public highway or where the public highway needs to closed or crossed a distance exceeding 10,000 metres more than 250 participants the use of bicycles where the route is close to water or the public highway 	No
<p>Does your council/organisation undertake or supervise any work in any of the following locations:</p> <ul style="list-style-type: none"> bridges, viaducts, tunnels, or dams chemical or petrochemical works or oil refineries docks or harbours gas works, fuel storage facilities, or blast furnaces power stations or nuclear plants quarries, mines, or collieries <p>trackside or airside</p>	No
Does your council/organisation any activities that require a DBS check?	No
Is any work undertaken by yourself, your councillors, trustees, employees or volunteers outside of the United Kingdom for more than 90 consecutive days?	No
Does your council/organisation have any assets or derive any income from outside the United Kingdom?	No
You back up all electronic files on your system at least weekly and store these off site.	Yes

Your management

1.	Have your council/organisations annual accounts been qualified?	No
2.	Does your council/organisation have a positive net worth?	Yes
3.	Does your council/organisation comply with all relevant health and safety legislation, and have you reviewed and updated your health and safety policies within the last 12 months?	Yes
4.	You council/organisation has committed any offence under any health and safety legislation, nor has it had any health and safety notices issued?	No
5.	Are dual controls in place so that at least two people are required to process financial transactions and to disburse assets for amounts in excess of £2,500?	Yes
6.	Does your organisation provide professional, financial, legal, or medical advice, or certification or regulation services?	No
7.	Are all disciplinary actions, dismissals, and redundancies subject to prior review and approval by a suitably qualified professional?	Yes
8.	Have current employment, disciplinary, and grievance policies been communicated to all employees?	Yes

Additional information

Please note – you only need to complete the below if you have changed any of the answers above.

Your organisation	
Your property	
Your activities	
Your management	

Local councils and not-for-profit insurance portfolio

Summary of change

Changes to the policy

The following table shows the differences between our new policy wording **AJG Local Councils wording AJG Local Councils – Combined wording Feb 22** and our previous wording **AJG Local Councils – Combined wording Aug 2021**.

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Officials and trustees' indemnity. Entity reimbursement. We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a covered claim or investigation.	Not covered	Covered	✓



Local councils and not-for-profit insurance portfolio

Policy wording

A seamless integrated insurance solution for local councils, registered charities and not-for-profit organisations.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox customer relations in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York
YO1 7HX

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681198 or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ul style="list-style-type: none"> a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Councillor	Any person elected by the members of a parish, town or community who serves on the parish, town or community council.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none"> a. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
Virus	Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

General terms and conditions

We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.
Your activities	Your activities declared to us and accepted by us , undertaken with your full knowledge and authority and under your control or the control of an employee or voluntary worker engaged with your permission.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: i. if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance . This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If we establish that you deliberately or recklessly failed to: i. notify us of a change of circumstances which may materially affect the policy ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances; we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid. b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us , as follows: i. if we would have cancelled this policy , we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would

General terms and conditions

	have been effective; or
	ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.
Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6. We will not make any payment under this policy until you have paid the premium.
Cancellation	7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Multiple insureds	8. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy .
Aggregate limit	9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance . If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
Rights of third parties	10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims

The following claims conditions apply to the whole of this **policy**. Any other claims conditions

conditions

and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

Special definitions for all property sections

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none"> 1. Breaking, failure, distortion or burning-out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; or 2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or 3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings shown in the schedule which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> 1. outbuildings and annexes; 2. landlord's fixtures and fittings, fixed fuel tanks; 3. walls, ornamental ponds and fountains, gates, fences, lampposts, railings, car parks, yards, private roads, pavements and paths at the premises; 4. fixed outdoor equipment, street furniture, war memorials, playground equipment and outdoor sports and recreation surfaces; 5. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Communicable disease	Any communicable, infectious, or contagious disease, including any related variation, strain, virus, complex or syndrome.
Computers	Computers and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Equipment	<p>Equipment, which belongs to you or for which you are legally responsible:</p> <ol style="list-style-type: none"> 1. built to operate under vacuum or pressure, other than the weight of contents; or 2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Explosion or collapse	<ol style="list-style-type: none"> 1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or 2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure. <p>Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.</p>
Failure	<p>Damage caused by:</p> <ol style="list-style-type: none"> 1. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force; or 2. artificially generated electrical current, including electric arcing, that disturbs electrical

Property definitions

	<p>devices, appliances or wires; or</p> <ol style="list-style-type: none"> explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure; or any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure; or any condition or event, not otherwise excluded by this section, occurring inside hot water boilers or other water heating equipment; or operator error.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Insured location	The premises you occupy shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Property	Tangible property.
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Reconstitution of data	Reconstitution of the electronic records and data you need to continue your activities , if such records and data have been lost or distorted.
Seasonal building usage	Not in active use due to seasonal closure directly linked to the building's normal sporting or recreational activity.
Software	Programs which run your computers , including both your own operating programmes and application programmes used in the course of your activities .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Unoccupied	<p>Not actively used for the purposes of your activities, empty or vacant for a period of more than 45 consecutive-days.</p> <p>This definition does not apply to buildings closed due to seasonal building usage.</p>

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Building contract	A standard JCT minor or intermediate contract which you are required to take out in joint names, with the contractor or any other building contract agreed by us .
Contractor	The building contractor named in the building contract .
Contract works	The building works in progress and finished building works at the insured location for which you are legally responsible under the terms of a building contract . The following are not included within this definition: <ul style="list-style-type: none"> a. any property which existed prior to the commencement of the building contract; b. any building works for which a certificate of completion has been issued; c. any finished building works which are occupied by you for the purposes of your business.
Rent receivable	Rent that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage .
Site materials	Unfixed materials and goods required to complete the contract works which are stored at or adjacent to the insured location or at a temporary storage site , and for which you are legally responsible under the terms of a building contract . The following are not included within this definition: <ul style="list-style-type: none"> a. cash, bank and currency notes, cheques, postal orders, money orders, stamps and certificates; b. aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers; c. electrical or mechanical plant, tools or equipment.
Temporary storage site	A locked building or secure gated compound within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland owned or rented by you or the contractor for the purpose of temporarily storing site materials .

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings**, or any other items specified under this section in the schedule.

Additional cover	The following are also provided up to the amount shown in the schedule:
Trace and access	1. We will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage , leakage or escape first occurs during the period of insurance . We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.
Emergency services	2. We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to insured buildings not otherwise excluded.
Loss prevention costs	3. We will pay for necessary and reasonable costs that you incur in to protect the buildings from imminent insured damage occurring during the period of insurance .

Property – Buildings

Policy wording

Additions to buildings	4. We will pay for damage occurring during the period of insurance to any additions or improvements of standard construction to the buildings once they are completed and become your legal responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Inadvertent omissions	5. Having notified us of the intention to insure all buildings in which you have an interest and it being your understanding that all property is accounted for, if any such property is found to have been omitted, we will deem it to be insured within the terms of this policy , provided it is of standard construction . This is subject to payment of the appropriate premium either from policy inception or from the date which you became legally responsible for such property.
Selling the buildings	6. If you are selling the buildings , this policy will cover the buildings for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy .
Trees, shrubs and plants	7. We will pay for damage occurring during the period of insurance to trees, shrubs or plants at the insured location , which are owned by you or for which you are legally responsible, as a result of fire or explosion, including damage to landscaped gardens caused by the emergency services attending any such incident.
Bequeathed buildings	8. We will pay for damage occurring during the period of insurance to buildings of standard construction anywhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland which have been bequeathed to you , provided: <ol style="list-style-type: none"> the buildings are not insured elsewhere; and you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the property; and you pay the additional premium required; and the buildings have not been left unoccupied when the damage occurs. Otherwise we will not have to pay any claim.
Discharge of oil	8. We will pay the necessary and reasonable additional costs and expenses you incur with our consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from failure of the storage tank, from any oil fired heating appliance or storage tank occurring during the period of insurance .
Contract works and site materials	9. We will pay for damage caused by: <ol style="list-style-type: none"> fire, lightning, earthquake or explosion; storm or flood; escape of oil or water from any storage tank, equipment or piping; impact by aircraft or falling aerial device; riot or civil commotion; any other peril required under the terms of a building contract not excluded by What is not covered below; to contract works and site materials occurring during the period of insurance , however we will not make any payment if the total value of all contracts relating to the same project of building works at the insured location exceeds the amount insured for contract works and site materials shown in the schedule.

What is not covered **We** will not make any payment for:

- damage** caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;

Property – Buildings

Policy wording

- b. settlement or bedding down of new structures;
 - c. settlement or movement of made-up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to boundary walls, gates and fences, ornamental ponds and fountains, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the premises but this exclusion shall not apply where cover is provided under **What is covered, Additional cover**, Contract works and site materials;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - j. **storm** or **flood** to gates or fences, other than lych gates;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**; or
 - m. any **virus**.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
 3. **damage** to **contract works** or **site materials** caused by the **contractor** during the course of any building works.
 4. misuse, faulty workmanship, defective design or the use of faulty materials.
 5. the cost of maintenance or routine redecoration.
 6. any indirect losses which result from the incident which caused **you** to claim.
 7.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination. This does not apply to the cover under **What is covered, Discharge of oil**.
 8. the amount of the **excess**.
 9. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.
- If there is any dispute between **you** and **us** over the application of 9a or 9b above, it will be for **you** to show that the clause does not apply.

How much we will pay

We will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

Rebuilding and repair

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than its condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

We will pay the cost of rebuilding or repairing the **contract works** to a condition equal to but not better or more extensive than their condition at the time the **damage** occurred, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

For **site materials**, at **our** option **we** will repair, restore, replace or pay for any lost or damaged items. **We** will pay the lesser of:

- a. **your** liability in respect of the **site materials**;
- b. the cost of repair, restoration or replacement at the trade market value of such items.

The most **we** will pay for **damage** to **contract works** and **site materials** is the **amount insured** shown in the schedule. The most **we** will pay for **damage** to **site materials** at a **temporary storage location** is 10% of the **amount insured** shown in the schedule for **contract works** and **site materials**.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. the cost of removing debris of the **buildings**, **contract works** or **site materials** from the premises or the area immediately adjacent;
- b. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings** or **contract works**;
- c. the cost of complying with any statutory or local authority requirement regarding the damaged or undamaged part of the **buildings** or **contract works**, unless notice of such requirement was served before the **damage** and provided the **buildings** or **contract works** were originally built according to any government and local authority regulations in force at that time;
- d. the fees of architects, surveyors or consulting engineers;
- e. clearing, cleaning and repairing drains, gutters, sewers and the like on **your** property which are blocked or damaged.

We will not pay for the cost of preparing a claim.

Special rebuilding conditions

You may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the amount it would cost to reinstate the **buildings**, including an allowance for other costs, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 85% of the actual reinstatement cost; and
2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas thereof, will be **unoccupied** for any reason, including pending any work to extend, renovate, build or demolish any part of the **buildings**. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, we will not make any payment under this section for **damage** occurring while the **buildings** are **unoccupied**, other than where caused by fire, lightning, earthquake or aerial impact.

Buildings not in use

For **damage** to **buildings** closed due to **seasonal building usage** **you** must ensure that:

- a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or
- b. the water services are shut off at the stopcock where they enter the **building**, other than those necessary to maintain fire prevention systems;
- c. the **building** is inspected by **you** or on **your** behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and
- d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by **us** at any time.

All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the **building** secure following any act of vandalism or unauthorised access.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

Building contracts

For the duration of the **building contract**, the insurance cover provided under this **policy** for the **buildings**, the **contract works** and the **site materials** is considered to be held jointly by **you** and the **contractor**, but only in so far as this is required under the terms of the **building contract**.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Contents	<p>The contents of your insured location used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> computers; stock; fine art; tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite dishes; pipes, ducting, cables, wires and associated control equipment within the insured location and extending to the public mains; sports equipment, gardening equipment, plant and machinery; technical equipment including PA, projection, sound, lighting, editing and other equipment kept within the insured location. <p>Money and personal effects are not included within this definition.</p>
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Personal effects	Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.
Rent payable	Rent for the insured location that you must legally pay whilst the insured location or any part of it is unusable as a result of damage insured by this section.
Stock	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** at the **insured location** and any other items specified in the schedule.

Additional cover

The following are also provided up to the amount shown in the schedule:

Costs following glass breakage	<ol style="list-style-type: none"> The necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none"> temporary boarding-up; repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none"> Damage occurring during the period of insurance to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.

Money	<p>3. Damage occurring during the period of insurance to money held in connection with your activities:</p> <ul style="list-style-type: none"> a. at the insured location while open for business; b. at the insured location in a locked safe; c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any councillor, trustee, employee or volunteer of yours in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
Identity fraud	<p>4. The following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:</p> <ul style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	<p>5. Damage occurring in the insured location during the period of insurance to the personal effects of your councillors, trustees, employees, volunteers or visitors to the insured location provided they are not insured elsewhere.</p>
Reconstitution of electronic data	<p>6. The reasonable cost of reconstitution of data a direct result of damage covered under this section.</p>
Reconstitution of other business documents	<p>7. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed as a direct result of damage covered under this section.</p>
Lock replacement	<p>8. The costs you incur to replace locks and keys necessary to maintain the security of the insured location or safes following theft of keys involving force and violence occurring during the period of insurance.</p>
Building damage by theft	<p>9. The cost of repairing damage occurring during the period of insurance to the buildings at the insured location caused by theft or attempted theft and for which you are legally liable.</p>
Personal assault following robbery or attempted robbery	<p>10. Compensation as shown in the schedule if any councillor, trustee, employee or volunteer of yours is physically injured in the course of your activities in a robbery or attempted robbery occurring during the period of insurance within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance.</p>
Metered water and fuel	<p>11. The cost that you incur for any metered water and fuel used at the insured location when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.</p>
Outdoor items	<p>12. Damage occurring during the period of insurance to outdoor furniture, heaters, ornaments and statues that are normally left outdoors within the confines of the insured location.</p>
Marquees	<p>13. Damage occurring during the period of insurance to any marquee and associated lighting, heating and furnishings that are erected within the confines of the insured location shown in the schedule provided that you are legally responsible for such damage and it is not insured elsewhere.</p>

Refrigerated stock	14. The costs you incur to replace spoiled refrigerated goods stored in a refrigeration unit at the insured location caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply occurring during the period of insurance . This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer.
Undamaged tenant's improvements	15. Tenant's improvements if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the insured location , provided the cancellation is a valid condition of your lease and tenant's improvements are an insured item under this policy .
Defective title – fine art	16. If, during the period of insurance , someone claims that an item of fine art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the schedule or valuation if this is less. We will only do this if: <ul style="list-style-type: none"> a. you bought the item during the period that the fine art has been insured with us; and b. you tell us about the claim during the period of insurance; and c. you made reasonable enquiries about the item's provenance before you bought it.
Continuing hire charges	17. Continuing hire charges for contents hired in by you whilst such contents are being repaired as a direct result of damage occurring during the period of insurance , provided: <ul style="list-style-type: none"> a. you are legally liable for such costs; and b. we have made payment or admitted liability for such damage.
Contents temporarily elsewhere	18. Damage occurring during the period of insurance to contents temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit.
Exhibition stands and equipment temporarily elsewhere	19. Damage occurring during the period of insurance to exhibition stands and exhibition equipment which belongs to you or for which you are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit.
Defibrillators	20. Damage occurring during the period of insurance to defibrillators and defibrillator cabinets, which belong to you or for which you are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit.
Bequeathed property	21. Damage occurring during the period of insurance to contents anywhere in the geographical limits bequeathed to you provided you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the bequeathed contents . If you do not, we will not have to pay any claim. You must pay the appropriate premium. We will not make any payment for money , aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers or where the item of bequeathed contents is insured under any other policy. The limit shown in the schedule represents the replacement cost value.
Fund raising events	22. Damage occurring during the period of insurance to raffle prizes or auction lots, additional stock or contents hired in for any fund raising event, religious festival or similar event.
Contents kept at home	23. Damage occurring during the period of insurance to contents used and kept at the home of any councillor , trustee, employee or volunteer of yours for the purposes of the business , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Fraud and dishonesty

24. **Your** direct financial loss as a direct result of fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** occurring during the **period of insurance**, provided that:

- a. there was a clear intention to cause **you** financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission; and
- b. the loss is notified to **us** within ten working days of its discovery by **you**; and
- c. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
- d. satisfactory references not indicating any dishonesty have been received for all new employees.

For a reference to be satisfactory it must be a written or fully documented verbal reference for a period of two years prior to the commencement of employment of the employee obtained from:

- i. a previous employer; or
- ii. an accountant and one other customer in respect of any periods of self-employment; or
- iii. the school or college in respect of any of full-time education.

The most **we** will pay for all losses occurring during the **period of insurance** arising from the fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** is the amount shown in the schedule.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **insured location** is occupied and in use;
 - g. **data recognition**; or
 - h. a **virus** or **hacker**.
2. **damage** to property being cleaned, worked on or maintained, other than **fine art**.
3. **damage** to any **computers, equipment** or oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **computers**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
10. any indirect losses which result from the incident which caused **you** to claim.

11. a. **damage** caused solely by pollution or contamination; or
b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
12. the amount of the **excess**.
13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 13a or 13b above, it will be for **you** to show that the clause does not apply.

How much we will pay

Repair and replacement

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

At **our** option **we** will repair, restore, replace or pay for any lost or damaged items on the following basis:

1. for **contents** other than **stock**, **personal effects** or **fine art**, the cost of repair or replacement as new.
2. for **stock**, other than second-hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand **stock**, the cost of repair or replacement at the trade market value.
4. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust; or
 - ii. the cost of repair or replacement at the trade market value of such goods.
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £25,000.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

Property – Contents

Policy wording

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking

The **amount insured** for **contents**, other than **fine art**, will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Pair and sets	If any contents which have an increased value because they form part of a pair or set suffer damage , any payment we make will take account of the increased value.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and 3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Backing-up electronic data	You must take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the insured location . If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.
Protections	<p>You must ensure that all fire alarms, fire break doors, shutters and safety curtains, security systems and physical protections notified to us are in full operation whenever the insured location is left unattended, unless you have already advised us that a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p> <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p>You must tell us immediately if the buildings, including any self-contained areas thereof, will be unoccupied for any reason, including pending any work to extend, renovate, build or demolish any part of the buildings. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment under this section for damage occurring while the buildings are unoccupied.</p>
Buildings not in use	<p>For buildings closed due to seasonal building usage you must ensure that:</p> <ol style="list-style-type: none"> a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or b. the water services are shut off at the stopcock where they enter the building, other than those necessary to maintain fire prevention systems; c. the building is inspected by you or on your behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by us at any time. All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the building secure following any act of vandalism or unauthorised access. <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in</p>



Property – Contents

Policy wording

which it occurred.

Cash, bank and currency notes in transit

You must ensure that cash, bank and currency notes in transit with a total value:

- a. between £2,000 and £6,000 is carried by at least two able bodied adults;
- b. between £6,001 and £10,000 is carried by at least three able bodied adults;
- c. in excess of £10,001 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Property – Business interruption

Policy wording

Please read the schedule to see if **your** loss of **income** or loss of **gross profit** or **additional increased costs of working** are covered.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable bodily injury, including illness solely and directly resulting from the injury, to a key person which is caused by an accident occurring at an identifiable time and place during the period of insurance and which results in the key person's death or disablement .
Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Alternative hire costs	The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Disablement	A condition which, in the opinion of a qualified medical adviser approved by us , entirely prevents the key person from attending to their duties on your behalf.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Illness	An illness or disease contracted by a key person which first becomes apparent during the period of insurance and which results in the key person's disablement .
Income	The total income from your activities carried out from your insured location .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income from your activities during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage , other than failure , to property provided that: <ol style="list-style-type: none"> the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	Failure of equipment, computers , oil or water storage tanks and other insured items provided that: <ol style="list-style-type: none"> the failure is not otherwise excluded by the Equipment breakdown section of this policy; and payment has been made or liability admitted by us under the Equipment breakdown section of this policy.
Key person	Any of your treasurers, financial officers, secretaries, clerks, deputy clerks, groundsmen or deputy groundsmen aged between 21 and 90 inclusive at the start of the period of insurance . We consider them to be key persons only while they are working on behalf of your activities or commuting for the purposes of your activities .

Notifiable human disease	Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority. <ul style="list-style-type: none"> a. acute encephalitis; b. anthrax; c. cholera; d. dysentery; e. legionellosis; f. legionnaires disease; g. leptospirosis; h. paratyphoid fever; i. rabies; or j. tetanus.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before any insured damage, insured failure or restriction.
Rent	Rent: <ul style="list-style-type: none"> a. for the insured location that you must legally pay whilst the insured location or any part of it is unusable as a result of insured damage, insured failure or restriction; b. that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.

What is covered	We will insure you for your financial losses and other items specified in the schedule, resulting solely and directly from an interruption to your activities caused by:
Financial losses from insured damage	1. insured damage to property: <ul style="list-style-type: none"> a. insured under any property section of this policy, other than equipment breakdown; or b. insured elsewhere, but not under this policy, provided the damage occurred whilst the property was contained at the insured location.
Denial of access	2. insured damage to property within 1km of the insured location which prevents or hinders your access to the insured location .
Non-damage denial of access	3. an incident within a 1km radius of the insured location which results in a denial of access or hindrance in access to the insured location during the period of insurance , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours.
Bomb threat	4. your total inability to use the insured location due to restrictions imposed by the police or British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the insured location during the period of insurance , provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage or failure is caused by the device.
Suppliers	5. insured damage , other than damage caused by flood or earth movement , arising at the premises of one of your suppliers operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, other than water, gas, electricity or telecommunications services.
Public utilities	6. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, to the

Property – Business interruption

Policy wording

insured location for more than 24 consecutive hours caused by **insured damage**, other than **flood** or **earth movement**, to any land based premises of the supply authority or the terminal feed to the **insured location**, or underground pipes or underground cables conveying such services from the supply authority to **your** premises.

Public authority	7. your inability to use the insured location due to restrictions imposed by a public authority during the period of insurance following: <ul style="list-style-type: none"> a. a murder or suicide; b. an occurrence of a notifiable human disease; c. injury or illness of any person traceable to food or drink consumed on the premises; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the premises.
Failure of safety equipment	8. accidental failure of a safety curtain, emergency lighting system or fire alarm system to operate at the insured location during the period of insurance for more than 24 consecutive hours;
Loss of attraction	9. insured damage to property within 1km of the insured location resulting in a shortfall in your expected income or gross profit for more than seven consecutive days.
Equipment breakdown	10. insured failure .
Additional cover	
Key person cover	1. If a key person suffers accidental bodily injury or contracts an illness which lasts for more than 14 days, we will pay you for the expense you incur in replacing that key person during the period of insurance and any subsequent period of insurance , less any savings you are able to make in order to avoid or reduce a loss.
Unauthorised use of public utilities	2. We will insure you for your financial losses arising directly from the unauthorised use of water, gas, electricity or telecommunications services for more than 12 hours by third parties during the period of insurance and notified to us within three months of the unauthorised use.

What is not covered	<ol style="list-style-type: none"> 1. We will not make any payment for any interruption to your activities directly or indirectly caused by, resulting from or in connection with terrorism. This does not apply to the cover under What is covered, Bomb threat. 2. We will not make any payment under this section if your activities are discontinued permanently or if a liquidator or receiver is appointed. 3. We will not make any payment under What is covered, Additional cover, Key person cover where the accidental bodily injury to or illness of a key person is directly or indirectly caused by or results from: <ul style="list-style-type: none"> a. any emotional or psychiatric disorder or condition; b. the key person taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the key person); c. the key person committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life); d. any criminal act by you or the key person; e. pregnancy or any condition connected with pregnancy or childbirth; f. any physical defect, infirmity or medical condition known to the key person at the inception date of this policy, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding that key person suffering the accidental bodily injury or contracting the illness. 4. We will not make any payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease or the fear or threat of any communicable disease. However, this exclusion does not apply to
----------------------------	--

What is covered, Public authority 7b in respect of any **notifiable human disease**.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **alternative hire costs**.

Loss of gross profit	The sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working and alternative hire charges , less any business expenses or charges which cease or are reduced.
Key person cover	<p>We will pay the expense you incur up to the amounts shown in the schedule.</p> <p>If a key person is suffering from temporary disablement, we will pay only for the period of that key person's disablement and we will consider the key person to have made a recovery when he or she is able to engage in and perform the major duties of his or her role in your activities.</p>
Outstanding debts	Any of your outstanding debts which you are unable to recover following loss of your accounting records as a direct result of insured damage or insured failure .
Accountant's charges	The amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Under insurance	<p>If, at the time of insured damage, insured failure or restriction, we establish that the annualised amount insured declared to us does not represent your actual income or your actual gross profit during the 12 months immediately preceding the date of the insured damage, insured failure or restriction, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared your actual income or your actual gross profit.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we establish that the annualised amount insured is less than 85% of your actual income or your actual gross profit during the 12 months immediately preceding the start of the period of insurance; and 2. we establish that your failure to declare your actual income or your actual gross profit was not deliberate or reckless and was a breach of your obligation to make a fair presentation of the risk to us before the start of the period of insurance. <p>This remedy may apply in addition to General Condition 2. b.ii. If your failure to declare your actual income or your actual gross profit was deliberate or reckless, the remedy under General Condition 2.a. will apply.</p>
Business trends	The amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your activities , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the insured damage , insured failure or restriction had not occurred.
Special limits	
Failure of safety equipment	We will only pay for your loss of income or loss of gross profit for up to 72 consecutive hours from the time of the failure.
Loss of attraction	We will only pay for your financial losses or other items specified in the schedule for up to three consecutive months from the time of the insured damage .

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your activities .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	You must keep a record of all amounts owed to you and keep a copy of the record away from the insured location . If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Derangement	Electrical or mechanical malfunction of computers arising from a cause internal to the computer unaccompanied by visible damage to or breaking out of any parts of the computer .
Hazardous substance	Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.

What is covered

Equipment and computers	1. We will insure you against failure occurring during the period of insurance to: <ol style="list-style-type: none"> equipment at the insured location; and computers at the insured location; and computers temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
Hazardous substances	2. We will pay for the additional cost to repair, replace, clean-up or dispose of equipment or computers solely due to contamination by a hazardous substance following a failure occurring during the period of insurance .
Reconstitution of electronic data	3. The reasonable costs for reconstitution of data as a direct result of: <ol style="list-style-type: none"> failure covered under this section; or derangement occurring during the period of insurance.
Expediting expenses	4. We will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of equipment or computers following failure occurring during the period of insurance .
Building repair and reconstruction requirements	5. If failure of insured equipment , computers or oil or water storage tanks covered by this section causes damage to a building covered by this policy , and the loss is increased by enforcement of any regulation or legal requirement that: <ol style="list-style-type: none"> regulates the construction or repair of buildings; or establishes land use requirements; then we will pay for the necessary and reasonable additional costs incurred by you to: <ol style="list-style-type: none"> demolish and clear the site of undamaged parts; and repair or rebuild the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.
Oil and water storage tanks	6. We will pay for: <ol style="list-style-type: none"> failure occurring during the period of insurance to oil and water storage tanks, including connected pipework, which belong to you or for which you are legally responsible at the insured location; and the reasonable costs to: <ol style="list-style-type: none"> replace the contents of oil storage tanks at the premises; and clean and decontaminate property at the premises; following damage to such tanks covered by this section, if the contents of the tank leak, discharge or overflow from the tank or are contaminated as a direct result of the damage.

What is not covered

We will not make any payment for:

1. **damage** to **equipment, computers** or oil or water storage tanks due to **failure** caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **failure** caused by:
 - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - b. an insulation breakdown test of any type of electrical equipment; or
 - c. a **virus**.
3. the value to **you** of any lost or distorted data or information.
4. **damage** to:
 - a. any structure, foundation, masonry, brickwork, cabinet or compartment which supports **equipment, computers** or oil or water storage tanks;
 - b. any insulating or refractory material;
 - c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
 - d. water piping other than boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
 - e. sprinkler system tanks;
 - f. vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them;
 - g. dragline, excavation or construction equipment;
 - h. equipment manufactured by **you** for sale;
 - i. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
 - j. any electronic equipment, other than **computers**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
 - k. **production or process equipment**;
 - l. domestic laundry, kitchen, audio visual and home entertainment equipment whilst such equipment is used in private living quarters.
5. **damage** to any **equipment, computers** or oil or water storage tanks not insured under the other Property sections of this **policy**.
6. loss or damage recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of **your** obligations under such agreement, warranty or guarantee.
7.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
8. **war, confiscation** and **nuclear risks**.
9. the amount of any **excess**.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

All losses which arise from the same original cause or event or a single source will be regarded as one incident of loss.

Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **equipment, computers**, oil or water storage tanks or other insured items owned by **you**, the cost of repair or replacement as new;
2. for **equipment, computers**, oil or water storage tanks or other insured items for which **you** are legally responsible, the lesser of:
 - a. **your** liability in respect of the **equipment** or **computers** or items; or
 - b. the cost of repair or replacement.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **equipment, computers**, oil or water storage tanks or other insured items from the **insured location** or the area immediately adjacent, following **damage** insured by this section.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **property** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations**If any damage occurs**

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **failure** which might be covered; and
2. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured location**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Precautions

You must take reasonable steps to:

1. comply with any statute or order applicable to the insured **equipment, computers** or oil or water storage tanks; and
2. ensure that insured **equipment, computers** and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for you in connection with your activities who is:</p> <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary worker engaged with your permission; h. a councillor, committee member or trustee.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer or client of yours for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer or client that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; d. gives us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:

Employers' liability

Policy wording

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your activities**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

1. any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore;
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

- | | |
|-------------------------------|--|
| Terrorism | The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism . |
| Criminal proceedings costs | We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance . |
| Court attendance compensation | We will pay you £100 for each day, or part day. The most we will pay for the total of all court attendance compensation is £10,000. |

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
 - a. **you** notify **us** within 7 days of anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:
By email to: liability.claims@hiscox.com; or
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - b. **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Employee	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for you in connection with your activities who is: <ol style="list-style-type: none"> employed by you under a contract of service or apprenticeship; hired to or borrowed by you; self-employed and working on a labour-only basis under your control or supervision; engaged by labour-only sub-contractors; a labour master or a person supplied by him; engaged under a work experience or training scheme; a voluntary worker engaged with your permission; a councillor, committee member or trustee.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Motor vehicle	Any private car, estate car, utility car or passenger-carrying vehicle with not more than eight seats.
No claims discount	The discount allowed by an insurer to the normal premium payable in recognition of a period or periods of insurance without claim under a motor vehicle insurance policy.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your councillor , committee member or trustee.

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p>
--------------------	--

Public and products liability

Policy wording

This includes a claim against any **employee** of **yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Hirer liability

We will also indemnify the hirer of the **insured location** against **bodily injury** or **property damage** occurring during the **period of insurance** arising directly from their use of the **insured location**.

We will not make any payment under this extension if the hirer:

- a. was using the **insured location** for commercial or business purposes; or
- b. has the benefit of any other insurance policy that also provides indemnity for the hirer's activities; or
- c. hires the **insured location** on a regular, permanent or long term basis unless:
 - i. the hirer is using the **insured location** for the benefit of the local community; and
 - ii. **you** request that **we** provide indemnity.

Overseas personal liability

We will indemnify **you** and if **you** so request, any of **your employees** against legal liability as a result of **bodily injury**, **property damage** or **personal injury** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer or client of **your activities** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer or client that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Claims against councillors and trustees

If, as a result of **your activities**, any party first brings a claim against any **councillor**, committee member or trustee of **yours** (including a claim brought by another **councillor**, committee member or trustee of **yours** but not a claim brought by **you**) during the **period of insurance** for:

- a. **bodily injury** or **property damage** occurring within the **geographical limits**; or
- b. **personal injury** or **denial of access** committed within the **geographical limits**;

we will indemnify such person against the sums they have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not make any payment for any claim or loss where the **councillor**, committee member or trustee has not complied with the terms and conditions of the **policy** as if they were **you**.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any **employee** of **yours**.

Motor contingent liability

If, any party brings a claim against **you** for **bodily injury** and or **property damage** occurring during the **period of insurance** and arising from any mechanically propelled vehicle or any

Public and products liability

Policy wording

trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment under this clause for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**;
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

Additional cover

Loss of excess or no claims discount

We will pay:

- a. the **motor vehicle** excess; and
- b. any loss of or reduction in **no claims discount**;

payable by a **councillor**, committee member, trustee or **employee** of **yours** under a current **motor vehicle** insurance policy incurred as a result of an accident occurring during the **period of insurance** within the **geographical limits** involving a **motor vehicle** which, at the time of the accident, was being used by a **councillor**, committee member, trustee or **employee** in connection with **your activities**.

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

Loss of third-party keys

We will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties following **your** loss of their keys or electronic pass cards for which **you** are legally responsible.

Unauthorised use of third party telephones by your employees

We will pay for the sums **you** have to pay as compensation to third parties following the unauthorised use of their telephone system by any of **your employees** during the **period of insurance**, provided that the unauthorised use is notified to **us** within three months of its happening.

Defamation and intellectual property rights

If, during the **period of insurance** and as a result of **your activities** any party brings a claim against **you** for:

- a. defamation;
- b. infringement of intellectual property rights;

we will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

However, **we** will not make any payment for:

- a. any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at the start date of the **period of insurance** as shown in the schedule;
- b. any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- c. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- d. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- e. **your** lost profit, mark-up or liability for VAT or its equivalent;
- f. any damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section;
- g. any claim brought outside the United Kingdom of Great Britain and Northern Ireland.

The **excess** for this additional cover is 10% of the agreed settlement value of each and every claim, subject to a minimum **excess** of £250 and a maximum **excess** of £2,500.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your councillors**, committee members, trustees, **employees** or visitors, while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway;
- c. any cover provided under **What is covered**, Motor contingent liability.

Injury to employees

3. **bodily injury** to any **employee**.

Pollution

4.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**;

unless 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**;
 - b. any **pollution** occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer **virus**.

Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
8.
 - a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
 - b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.

Inefficacy

9. **inefficacy**.

Deliberate or reckless acts

10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts

11. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Date recognition

12. **date recognition**.

War, terrorism and nuclear

13. **war, terrorism or nuclear risks**.

Asbestos	14. asbestos risks.
Abuse or molestation	15. abuse or molestation.
Activities	<p>16. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or ii. inflatable play equipment including but not limited to bouncy castles, slides and rides; or iii. pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or iv. weapons; <p>b. any activity taking place:</p> <ul style="list-style-type: none"> i. in or on water; or ii. underground; or iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure; <p>c. aerial activity of any kind including bungee jumping;</p> <p>d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race:</p> <ul style="list-style-type: none"> i. held on the public highway or where the public highway needs to closed or crossed; ii. with over 250 participants; iii. held over distances exceeding 10,000 metres; iv. crossing water; v. involving children under the age of 16 or the use of bicycles where the route is close to water or the public highway; <p>f. fell running, any kind of endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of bodily injury including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;</p> <p>g. horse riding or any other equestrian activities;</p> <p>h. gymnastics or trampolining;</p> <p>i. extreme activity including but not limited to mountaineering, rock-climbing or potholing;</p> <p>j. any activity that requires the use of guides or ropes (other than tug-of-war);</p> <p>k. any contact sport or professional sports of any kind;</p> <p>l. any nursing or the provision of care for any person with a known history of mental illness or criminal activity;</p> <p>m. any building construction or demolition or any ground work, unless declared to us and agreed by us.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

Work undertaken outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .
Loss of excess or no claims discount	5. <ol style="list-style-type: none"> any claim whilst the motor vehicle is being used by a councillor, committee member, trustee or employee between their domestic residence and normal place of work ; or any claim whilst the motor vehicle is being used by a councillor, committee member, trustee or employee for social domestic or pleasure purposes; or any motor vehicle excess amount which has been compulsorily imposed by an insurer beyond the normal excess level; or any temporary payment of a motor vehicle excess; or any temporary loss of no claims discount.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Loss of excess or no claims discount	In respect of any one councillor , committee member, trustee or employee , we will only pay motor vehicle excesses incurred or no claims discount lost or reduced in any one period of insurance up to the amount shown in the schedule.
--------------------------------------	--

Special conditions

Loss of excess or no claims discount	<ol style="list-style-type: none"> In the event of a loss or reduction in the ensuing year's no claims discount, we will pay the difference between the no claims discount actually earned and that which would have been earned had the accident not occurred. The calculation of the amount to be paid will be based on the scale of no claims discount in force at the time of the accident. At our request the councillor, committee member, trustee or employee must provide evidence from their motor vehicle insurer evidence stating: <ol style="list-style-type: none"> the amount of no claims discount reduced or lost; and the scale of no claims discount; and the date of the accident and location; and the amount and reason the motor vehicle excess applied.
--------------------------------------	---

Special limits

Hirer liability	For claims arising under What is covered , Hirer liability, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay is £5,000,000 in any one period of insurance .
Products	For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.

Claims brought in against you in USA/Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	We will pay you £100 for each day, or part day. The most we will pay for the total of all court attendance compensation is £10,000.
Loss of third-party keys	The most we will pay in total for the costs of replacing third parties' keys or electronic pass cards in any one period of insurance is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.
Unauthorised use of client telephones	For claims arising from the unauthorised use of third parties' telephone systems, the most we will pay for the total of all such claims in any one period of insurance is the amount shown in the schedule. You must pay the excess for this additional cover shown in the schedule.
Defamation and intellectual property rights	The most we will pay in total for all claims brought against you during the period of insurance for defamation and infringement of intellectual property rights is £500,000, including defence costs . You must pay the relevant excess .
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<ol style="list-style-type: none"> 1. We will not make any payment under this section unless: <ol style="list-style-type: none"> a. you notify us promptly of any claim or threatened claim against you. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: By email to: liability.claims@hiscox.com; or By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. b. you notify us within 7 days of a claim or anything which may give rise to a claim under this section, arising out of bodily injury. At our request, you must confirm the facts in writing within 30 days with as much information as is available. You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: By email to: liability.claims@hiscox.com; or By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. c. you notify us as soon as practicable of: <ol style="list-style-type: none"> i. your discovery that products are defective; ii. any threatened criminal action by any governmental, administrative or regulatory body. 2. When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.
Correcting problems	You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor. If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Special definitions for this section

The General terms and conditions and the following terms and conditions all apply to this section.

Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance seeking monetary damages or other legal relief or penalty alleging a wrongful act .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your activities .
Employment claim	Any claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee .
Insured person	<ol style="list-style-type: none"> Any natural person who was, is, or during the period of insurance becomes a committee member, trustee, director, officer or elected or co-opted member of you. Any de facto director whilst acting in such capacity for you. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. Any employee of you. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into your activities conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of charities, not-for-profit organisations, councils or local government which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	<p>In respect of a claim the amount any insured person becomes legally liable to pay for defence costs, legal representation costs, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with our prior written agreement.</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an employment claim or the multiplied portion of any damages award unless awarded for defamation.</p>
Outside entity	<p>Any organisation other than you:</p> <ol style="list-style-type: none"> that is tax exempt and not for profit; or in which you hold any issued share.

Officials and trustees' indemnity

Policy wording

Outside entity does not include:

- a. any company domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; or
- b. any company traded on any recognised stock exchange; or
- c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.

Pollutant	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
Pollution	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant .
Prior and pending litigation date	The date stated as the prior and pending litigation date in the schedule.
Securities	Any debt or equity interest in you .
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>provided that such entity does not trade any of its securities on any United States of America exchange.</p> <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties solely in their capacity as your trustee, director, officer, elected or co-opted member or employee .
You/your	<p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary:</p> <p>If you require cover for any newly created or acquired subsidiaries which do not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the terms and conditions of this section during the period of insurance and may charge a reasonable additional premium.</p>

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits .
Outside entity	We will also indemnify the insured person against the sums that person has to pay as loss for a claim arising directly from any wrongful act the insured person commits in their capacity as a trustee, director, officer or member of an outside entity , provided that the insured person acts in that capacity at your specific written request and the claim does not arise from a wrongful act committed after the insured person ceased to act in this capacity. However, we will only pay in excess of any indemnity provided by the outside entity to its trustees, directors, officers or members and any other insurance available to its trustees, directors, officers and members.

Officials and trustees' indemnity

Policy wording

Representation costs	<ol style="list-style-type: none"> We will pay on behalf of any insured person the legal representation costs arising from an investigation first notified as being required during the period of insurance. We will pay on your behalf the legal representation costs arising from an investigation against an insured person which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.
Entity reimbursement	We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a covered claim or investigation . If you are permitted or obliged to provide such payment, but fail to do so for any reason other than your insolvency, regardless of whether you advanced payment or indemnified an insured person for such loss , we will pay the amount of the claim or investigation less any relevant excess .

What is not covered

We will not make any payment for any **claim**, **loss** or **investigation**:

Deliberate or dishonest acts	<ol style="list-style-type: none"> based upon, attributable to or arising out of: <ol style="list-style-type: none"> a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the insured person. The costs of such opinion shall be met by us.</p>
Prior claims, investigations and circumstances	<ol style="list-style-type: none"> based upon, attributable to or arising out of any claim, loss, investigation or anything likely to lead to a claim, loss or investigation which you knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.
Prior litigation	<ol style="list-style-type: none"> based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving you or an insured person initiated prior to the prior and pending litigation date.
Defined benefit pension schemes	<ol style="list-style-type: none"> based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Matters insurable elsewhere	<ol style="list-style-type: none"> for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.
Claims brought by a related party	<ol style="list-style-type: none"> based upon, attributable to or arising out of any claim brought or maintained by you or an insured person.
Breach of professional duty	<ol style="list-style-type: none"> based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.
Financial advantage	<ol style="list-style-type: none"> based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.
Employment claim	<ol style="list-style-type: none"> based upon, attributable to or arising out of any employment claim.
Pollution claims	<ol style="list-style-type: none"> based upon, attributable or arising out of any claim or investigation for pollution.

Officials and trustees' indemnity

Policy wording

Terrorism	13. based upon, attributable to or arising out of any claim in connection with terrorism or any action taken to control, prevent or respond to terrorism .
Claims outside the applicable courts	14. based upon, attributable to or arising out of any claim or investigation brought: <ol style="list-style-type: none"> in a court of law outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; or in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man to enforce a judgement or order made in any court of law outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man.
Breach of contract	15. based upon, attributable to or arising out of any claim or investigation for any actual or alleged breach of contract obligation.
Surcharges	16. based upon, attributable to or arising out of any claim for any surcharge made by the district auditor or other competent body.
Asbestos	17. based upon, attributable to or arising out of any claim or investigation for asbestos risks .
Libel and slander	18. based upon, attributable to or arising out of any claim or investigation for libel, slander, defamation, malicious falsehood or injurious falsehood.
Neglect	19. based upon, attributable to or arising out of any claim or investigation for neglect, error or omission committed by an insured person other than in the discharge of their duties in the course of your activities .
Property searches and enquiries	20. based upon, attributable to or arising out of any claim or investigation for neglect, error or omissions in information given by notices served in connection with searches and enquiries in relation to property.
Products claims	21. based upon, attributable to or arising out of any claim or investigation for products sold, supplied, repaired, altered, treated, erected or installed by you in connection with your activities .
Own property	22. based upon, attributable to or arising out of any claim or investigation caused by the ownership, possession or use by you or on your behalf of any buildings, structures, premises or land or that part of any building leased, occupied or rented by you or any other property belonging to you .

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 6, Premium payment which applies only to you.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person.</p>

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on **your** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
 - i. the **insured person's** first awareness of any **wrongful act**;
 - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
 - iii. any **investigation** into **you** or an **insured person**;
 - iv. the threat or commencement of any disqualification proceedings against any **insured person**;
 - vi. the threat or commencement of proceedings against any **insured person** for **pollution**.
 - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.



Officials and trustees' indemnity

Policy wording

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and is also made against **you** and any other person who is not an **insured person**, **we, you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Commercial legal protection

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a law firm on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **DAS**. **Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.)**

It will help if **you** keep the following points in mind:

How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at newclaims@das.co.uk.

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** 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.

Special definitions for this section

Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative .
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Attendance expenses	<p>The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. DAS will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount DAS will pay is based on the following:</p> <ol style="list-style-type: none"> the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours; if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages; if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
Costs and expenses	Accountant's costs, Attendance expenses and Legal costs
DAS	DAS Legal Expenses Insurance Company Limited.
Date of occurrence	<ol style="list-style-type: none"> For civil cases (other than under insured incident - 4 Tax protection), the date of occurrence is the date of the event that leads to a claim. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. For full enquiries or aspect enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries. For a Charity Commission investigation, the date of occurrence is the date when the policyholder receives notification from the Charity Commission that they are to conduct an investigation. For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Insured person	The policyholder and the proprietors, directors, partners, managers, officers, committee members, governors and employees of the policyholder , or other person acting on behalf of the policyholder in connection with the business.
Legal costs	All reasonable and necessary costs chargeable by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS .

Territorial limit

For insured incidents 2 Legal defence (excluding 2.4), and 3 b. Bodily injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, 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, the Channel Islands and any other extension agreed with **DAS**.

The policyholder

The insured named in the **policy** schedule.

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes

DAS will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee or voluntary worker; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee, ex-employee or voluntary worker arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a.**

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department prior to serving notice of redundancy.

4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, 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 **DAS**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request

1. **DAS** will defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the
 - police
 - 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; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies;
2. at the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident 2.1.c**.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

DAS will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and/or an investigation carried out by the Charity Commission into the **policyholder's** business accounts.

b. Employers compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

1. For all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

What is not covered

2. **DAS** will not pay more than £2,000 for claims in respect of **aspect enquiries**.

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

DAS will negotiate for **the policyholder'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 policyholder** for the purchase, hire, sale or provision of goods and services.

Provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000 **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim;
2. if the amount in dispute is payable by instalments, the instalments due and payable at the time of making a claim must exceed £250;
3. if the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section;
2. Any claims relating to the following:
 - a. the settlement payable under an insurance policy;
 - b. a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c. a loan, mortgage or pension any other financial product and chooses in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder'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.

6. Statutory licence protection

DAS will represent **the policyholder** 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 policyholder's licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

1. An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
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 1 b. 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 policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is 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.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **DAS** ask for, in writing;
 - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.

If the **insured person** fails to comply with these conditions, **DAS** may reduce any payment under this section by an amount equal to the detriment it has suffered as a result.

2. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d. Any **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS'** standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
 - e. **DAS** will have direct contact with the **appointed representative**.
 - f. An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
 3.
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
 5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6. If an **insured person** settles a claim or withdraws their claim without **DAS'** agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
 7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS'** internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 8. **DAS** may at their discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
 9. This section will be governed by English law.
 10. All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Helpline services

	<p>DAS provide these services 24-hours a day, seven days a week during the period of insurance. To help DAS check and improve their service standards, DAS record all calls.</p>
Eurolaw commercial legal advice	<p>DAS will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.</p>
Tax advice	<p>DAS will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.</p>
Business assistance	<p>In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder. All costs of assistance provided are the responsibility of the policyholder.</p> <p>To contact the above services, phone DAS on 0117 933 0626 quoting your policy number.</p>
Counselling	<p>DAS will provide all employees (including any members of their immediate family who permanently live with them) of the policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.</p> <p>To contact the counselling helpline, phone DAS on 0117 934 2121.</p> <p>These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons DAS cannot control. Please do not phone DAS to report a general insurance claim.</p>
The employment manual	<p>The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at www.das.co.uk. From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for your own use. Contact DAS at marketing@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.</p>
DAS Businesslaw	<p>At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.</p> <p>From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead.</p> <p>To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is DAS472301.</p>

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your activities as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business or activities.
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Employment claim	Any claim by any employee or volunteer of yours for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee or volunteer.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** relating to any **employment claim**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects charities, not-for-profit-organisations, councils or local government **and** which is not solely related to **you**.
 - b. governmental regulations which affect another country or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your activities** or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar-months of the date of the accident.
Annual salary	The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date they sustain accidental bodily injury .
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule provided that the person is under 90 years old at inception .
Loss of eye	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section, as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation in connection with your activities , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
Permanent total disablement by paralysis	Disablement by paralysis which totally prevents the insured person from working in their usual occupation in connection with your activities , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
Temporary partial disablement	Disablement which prevents the insured person from carrying out a substantial part of their usual occupation in connection with your activities .
Temporary total disablement	Disablement which totally prevents the insured person carrying out all parts of their usual occupation in connection with your activities .

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

What is not covered

We will not make any payment for:

Hazardous pursuits

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d. armed forces activities including operations, exercises or training;
 - e. flying as a pilot or any other aerial activities other than travel by air as a passenger.

Other exclusions

2. any injury or illness resulting from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - c. the **insured person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by the **insured person**.
3. any injury or illness directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
4. any illness resulting from pregnancy or any condition connected with pregnancy or childbirth.
5. any illness directly or indirectly arising from any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24-months before **inception**.
6. **temporary partial disablement** or **temporary total disablement** where an **insured person** is over 85 years of age at **inception**.

War and nuclear risks

7. any injury or illness directly or indirectly caused by **war** or **nuclear risks**.

How much we will pay

Payment of benefit	<p>We will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.</p> <p>For permanent total disablement or permanent total disablement by paralysis, we will pay only when the disablement has lasted for 12 calendar-months and at the end of that time is without prospect of improvement.</p> <p>For temporary disablement benefits, we will pay:</p> <ol style="list-style-type: none"> when the total amount on termination of any one period of disablement has been agreed; or at your request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that we may require. <p>We will not pay temporary disablement benefits for more than a total of 104 weeks in connection with one injury.</p>
Payment of medical expenses	We will pay up to the amount shown in the schedule.
Temporary benefits	The most we will pay for temporary total disablement or temporary partial disablement is 75% of the insured person's gross weekly wage.
Maximum accumulation	<p>The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons suffering accidental bodily injury at the same time and in the same place is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, we will pay an amount under this policy which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.</p>

Your obligations

If a problem arises	<p>We will not make any payment under this section unless:</p> <ol style="list-style-type: none"> you notify Van Ameyde UK Ltd promptly of any injury or illness which might be covered under this section; the insured person sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given. <p>If we consider it necessary, the insured person must allow a medical adviser chosen by us to examine them and to see all medical records.</p>
---------------------	--

Claims

- Written notice must be given to Van Ameyde UK Ltd as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If disablement results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
- All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde UK Ltd, 34 The Mall, Bromley, Kent, BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

If these conditions are not complied with, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Property - Terrorism

Policy wording

Except where specifically stated below, the General terms and conditions, the Property definitions and the terms and conditions of the Buildings, Contents and Business interruption sections all apply to this extension.

1. In return for the additional premium **you** have paid for the Buildings and Contents part of this extension, this **policy** extends to cover **damage**, occurring during the **period of insurance** and caused by an act of terrorism (as defined below), to the **property** insured under the Buildings and Contents sections of this **policy** located in England, Wales or Scotland (not including the Channel Islands or the Isle of Man), but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

If you have paid the additional premium for the Business interruption part of this extension, **we** shall regard **damage** occurring during the **period of insurance** and caused by an act of terrorism (as defined below) as **insured damage** for the purposes of the Business interruption section of the **policy**, but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

2. Any exclusion of **terrorism** within the Buildings, Contents or Business interruption sections will not operate to negate the coverage given under this extension.
3. For the purposes of this extension, an act of terrorism shall mean an act of any person 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time.
4. **We** will not make any payment under this extension for:
 - a. **damage** caused by **war** risks; or
 - b. **damage** to any computer system or other equipment or component or system or item which processes, stores or transmits or receives data or any part of data, whether tangible or intangible (including, but without limitation, any information or program or software) and whether **your property** or not, where such **damage** is caused by any virus or similar mechanism or hacking or denial of service attack.

As used in 4.b above:

- a. 'virus or similar mechanism' means 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. The definition of 'virus or similar mechanism' includes, but is not limited to, Trojan Horses, worms and logic bombs;
 - b. 'hacking' means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether **your property** or not; and
 - c. 'denial of service attack' means 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 and include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
5. The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:
 - a. any long term agreement or undertaking; or
 - b. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**; or
 - c. any extension to cover property located outside England, Wales or Scotland; or
 - d. any provision for a premium refund following cancellation, but only when such cancellation relates solely to the coverage under this extension. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.

6. The following additional conditions are all conditions precedent to **our** liability. **We** will not make any payment under this extension unless **you** comply with all the requirements of the conditions:
 - a. **You** must pay **us** the additional premium referred to in 1.
 - b. Where Buildings and Contents and Business interruption are covered under this extension, these sections must also be covered under the **policy**.

Important information: changes to your policy

Introduction

We are updating our policy wordings to explicitly state where cover is provided for cyber claims and losses and for personal data and to ensure that our policies are clear where such claims and losses are excluded. Previously, the existing language in some policies had the effect of either covering or excluding cyber claims, without making explicit reference to cyber specific language. This situation is commonly referred to as 'silent cyber'.

To make our policies clearer, we have added some specific cyber definitions together with other changes, which could include additional language under what is covered, what is not covered or how much we will pay, depending upon the changes we are making. You will find the full details of the amendments to the cover for your policy in the endorsements shown in your policy schedule.

In this Important information document, we have set out an overview of the key changes we have made to all of our policies to help you understand how these changes may affect your insurance policy. In some cases, not all of the changes highlighted in this document will be relevant to your particular wording, so please do check your endorsements carefully, to see what changes have been made to your policy.

You should also check your policy schedule carefully for details of any other endorsements that may apply which are additional to those cyber changes highlighted in this document.

If you have a query not covered by this document, or if you have any questions or concerns about your policy, you should contact us or, if you have one, your broker.

Frequently asked questions

What changes have been made to my policy?

In many cases, whilst we have applied clauses to amend our policy wordings to make the cover for cyber claims and losses clearer, there is no change to the cover actually provided. In other cases, we have made changes to the cover provided under the policy. This is usually to ensure that cyber claims and losses are covered under the most appropriate policy offering.

What do I do if my policy no longer covers cyber claims or losses?

Where we have removed cover for cyber claims or losses from our policy, equivalent (or more extensive) cover may be available from a more suitable policy. This may be our CyberClear policy, which has been specifically designed to provide extensive cover for cyber claims and losses. To find out more about such cover, please speak to us or, if you have one, to your broker.

Summary of the changes made to your cover (please check the policy schedule for the covers applicable to your policy)

Cover	Description of changes (please see the clause shown in the policy schedule for full details)	
Directors and officers' insurance,	Cyber incidents	Where you may have had cover for cyber incidents previously your new policy covers claims arising from your response to such an issue.
Trustees legal liability insurance	Loss of data resulting from a cyber incident	Additionally, we will pay claims against insured persons based on the loss or misuse of data due to a cyber incident, including claims brought by data subjects. This is subject to a limit of £250,000. However, we do not cover defence costs for such claims.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims covered under the specific cover for loss of data from a cyber incident or where the claim is brought by a shareholder</p>

		or creditor directly due to the insured person's management of or response to the incident.
Corporate legal liability insurance	Personal data claims	We will not make any payment for claims by data subjects relating to personal data, where such claim arises from a cyber incident.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employment practices liability insurance	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology or social engineering communication.</p>
Professional and legal liability insurance	Personal data claims	<p>A new personal data claims exclusion has been applied:</p> <p>We will not cover any claim brought by a data subject arising from the processing, acquisition, destruction, loss, alteration, disclosure, use of or access to personal data and which arises:</p> <ul style="list-style-type: none"> • from your breach of duty to that data subject; and • in the performance of your business activities.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employers' liability	Cyber claims	<p>We have clarified the cover already included:</p> <p>We will pay claims, that are otherwise covered, arising from a cyber attack, hack or other computer or cyber-related incident. Previously the policy was silent on this cover.</p>
Public and products liability	Cyber incidents	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker, social engineering communication or computer or digital technology error.</p>
Medical malpractice	Dishonesty of your employees	We have removed cover for your own losses arising from dishonesty.
	Cyber incident	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.</p>
	Computer or digital technology error	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from any computer or digital technology error.</p>
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims relating to personal data. We will pay such claims where they arise from your performance of a business activity</p>

		and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule.
Property – buildings	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – business interruption	What is covered: Cyber attack and hacker damage	We have removed any cover for cyber attack and hacker damage if it was previously included in your business interruption policy. Please refer to the policy wording for last year for full details of whether you had this cover previously.
	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or error to any computer or digital technology including any fear of threat of such an incident. We will not pay any costs to control, prevent, suppress or respond to such an incident.</p> <p>This exclusion does not apply to the cover for financial losses arising from insured damage.</p>
Property – contents	Lock replacement	Cover has been amended to exclude claims arising from the unauthorised modification of any digital or electronic locks.
Property – contents, portable equipment, technical equipment	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – contract works	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – equipment breakdown	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or failure of electronic equipment to correctly recognise, process or store any data.</p>
Personal accident	Cyber incidents	A new cyber exclusion has been applied:

		We will not pay any claims for any accidental bodily injury or illness arising from cyber attack, hacker, computer or digital technology error including action taken to control, prevent, suppress or respond to such an incident. We will not pay claims arising from the fear or threat of a cyber attack or hacker.
	Mental anguish and distress	A new exclusion has been applied: We will not make any payment for any injury or illness resulting from mental anguish or distress.
Travel	Cyber incidents	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker, computer or digital technology error or social engineering communication, including any fear or threat of such an incident.
Professional indemnity – designers, estate agents, coaching training and education, green consultants, health and safety consultants, managing consultants, recruitment consultants, professional indemnity	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – accountants, architects, design and construct, consulting engineers, insurance brokers and intermediaries	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.

	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
Professional indemnity – chartered accountants, chartered surveyors	These policies are subject to minimum terms and conditions as set out in the approved minimum wordings of your chartered body. If the changes we have made to your policy mean that you would get less favourable cover under your policy than you would under the approved minimum wording, we will cover you on the same terms as the minimum wording. This would apply if, for example, an exclusion we have added to your policy is wider than an equivalent exclusion in the approved minimum wording. If that happens, we will apply the more favourable exclusion in the minimum wording.	
	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy.
Professional indemnity – technology companies, information technology	Transmission of a virus	We have removed any cover previously provided for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	Any previous cyber exclusions have been removed and the following cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an

Professional indemnity – for marketing, advertising and communications companies		incident or any action taken to control, prevent, suppress or respond to such an incident. This exclusion for cyber attacks or hacker will not apply to claims arising directly out of your provision of hosting, maintenance, security or web design that fall within your performance of business activities for that client.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error. This will not apply to claims arising directly from any computer or digital technology error affecting any computer or digital technology accessed by your client.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider. This will not apply to the extent you provide those services as part of your business activities.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims arising from the performance of a business activity for the client which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication.

Professional indemnity – digital marketing companies	Computer or digital technology error	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from any computer or digital technology error. We will pay such claims where they arise from your act, error or omission in the performance of a business activity for a client and which is not otherwise excluded.</p>
	Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.</p>
	Control of defence	<p>We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.</p>
	Transmission of a virus	<p>We have removed cover for transmission of a computer virus or denial of service attack.</p>
	Losses from dishonesty	<p>We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.</p>
	Loss of documents	<p>We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.</p>
	Bodily injury	<p>We have amended the exclusion for bodily injury:</p> <p>We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.</p>
	Tangible property	<p>We have amended the cover for your own losses arising from damage to property:</p> <p>We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.</p>
	Infrastructure providers	<p>We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.</p>
	Cyber incident	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.</p> <p>We will not pay claims arising from any social engineering communication or computer or digital technology error.</p>
	Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.</p>

	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – commercial film producers, commercial film production companies	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – multimedia (broadcasters and publishers)	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents: We will pay the costs to replace or restore any tangible document which is necessary for the performance of your business activity. We will not pay claims arising from damage to electronic data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property:

		We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – for photographers	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.



Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
--------------------	---

What is a policy summary?

This document provides key information about the insurance policy specifically designed for parish, town and community councils, registered charities and not-for-profit organisations, underwritten by Hiscox. If you have any additional questions, then please contact your insurance broker, Arthur J. Gallagher Insurance Brokers Ltd on 01483 462860.

Policy name: Local councils and not-for-profit insurance

Type of insurance: commercial combined

Underwritten by: Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited

Significant features and benefits

We offer some of the broadest levels of cover available, giving our customers true peace of mind. All communications, including the policy wordings, are written in plain English with no jargon to ensure that you know exactly what is and, as importantly, what is not covered.

The following are included as standard with this insurance.

Contents which covers accidental physical loss or damage to:

- property which belongs to you or for which you are legally responsible at the insured location;
- your money at the insured location, in a locked safe, at your employees' and volunteers' homes and while in transit;
- the personal effects of your councillors, trustees, employees and visitors while at the insured location;
- outdoor furniture, ornaments and statues that are normally left outdoors within the confines of the insured location;
- exhibition stands and exhibition equipment for which you are legally responsible within the UK and Ireland;
- defibrillators and defibrillator cabinets for which you are legally responsible within the UK and Ireland;
- items bequeathed to you, provided that you tell us the values as soon as possible;
- raffle prizes, auction lots, additional stock and equipment hired in by you for any fund-raising event or religious festival;
- your property which is used and kept at the home of any councillor, trustee or employee of yours.

Contents also covers:

- the cost of replacing or reconstituting your electronic data and business documents if they have been lost or destroyed;
- the cost you incur for any metered water and fuel as a direct result of insured damage to any storage tank or piping;
- your direct financial loss as a result of fraud or dishonesty of any councillor, trustee or employee of yours;
- irrecoverable business travel and accommodation expenses following accidental injury or illness of any councillor, trustee or employee of yours.

Property away which covers accidental physical loss or damage to:

- your portable equipment and property anywhere in the EU.

Business interruption which covers your financial losses resulting from an interruption to your activities caused by:

- insured damage to property which belongs to you or for which you are legally responsible;
- insured damage to property within 1km of the insured location which prevents or hinders access to the insured location;
- failure in the supply of water, gas, electricity or telecommunications for more than 24 hours as a result of insured damage;
- your inability to use the insured location due to restrictions imposed by a public authority.

Business interruption also covers:

- the expenses you incur in replacing any of your key personnel following their illness or accidental bodily injury;
- your financial losses due to the unauthorised use of water, gas or electricity or telecommunications by a third-party.

Employers' liability which covers claims brought against you:

- by your employees and volunteers for bodily or mental injury arising out of their work for you.

Public and products liability which covers claims brought against:

- you for bodily injury of any person or damage to any property which does not belong to you as a result of your activities;
- any hirer of the insured location for bodily injury or property damage arising from their use of the insured location;
- your councillors and trustees for bodily injury or property damage as a result of your activities;
- you for defamation or infringement of intellectual property rights as a result of your activities.

Public and products liability also covers:

- the motor vehicle excess and reduction in no claims discount payable by a councillor, trustee or employee of yours as a result of an accident involving a motor vehicle used in connection with your activities.

Officials' and trustees' indemnity which covers claims brought against:

- your trustees, directors, officers and members for errors arising from the performance of their duties in that capacity.

Commercial legal protection which covers legal defence costs in connection with:

- disputes with your employees and voluntary workers, allegations of a criminal offence, civil actions following physical damage to your property, appeal proceedings following assessment by HMRC and contractual disputes relating to goods and services.

Personal accident which provides:

- a capital benefit following death or permanent disablement of any of your councillors, trustees, employees and volunteers;
- a weekly benefit following temporary disablement of any of your councillors, trustees, employees and volunteers.

A flexible approach

The following are also available under this insurance.

Buildings which covers:

- accidental physical loss or damage to insured buildings, including street furniture, memorials and fixed outside equipment;
- the cost of locating and repairing any accidental physical loss or damage to your cables, underground pipes and drains;
- the reasonable and necessary cost you incur to protect insured buildings from imminent insured damage;
- damage to trees, shrubs and plants at the insured location as a result of fire or explosion;
- accidental physical loss or damage to buildings bequeathed to you, provided that you tell us the values as soon as possible;
- accidental physical loss or damage to building works in progress and unfixed materials relating to a building contract.

Equipment breakdown which covers:

- electrical or mechanical breakdown or failure of your electrical equipment and computers at the insured location;
- electrical or mechanical breakdown or failure of your computers while temporarily elsewhere in the UK or Ireland;
- the cost of replacing or reconstituting your electronic data if it has been lost or destroyed following breakdown or failure.

Significant or unusual exclusions and limitations

Any claims, circumstances or incidents which you know about or ought reasonably to have known about prior to the inception of the policy are excluded unless notified previously. You have an obligation to take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair and you must also take reasonable steps to maintain back-up copies of data files or programmes.

You will normally have to pay an initial amount for each claim made against you under the policy. These excesses may vary and your individual quotation and policy schedule will show the specific excesses applicable to you. Any special conditions, limitations or terms that may apply to an individual risk will also be clearly shown in your quotation and policy schedule.

Contents and Property away do not cover loss or damage:

- caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation;
- caused by theft from an unattended vehicle unless the item is out of sight in a locked boot;
- to property being cleaned, worked on or maintained, other than fine art;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;
- to property while temporarily outside the UK unless it is in your care, custody or control or secured in a locked room or safe.

Equipment breakdown does not cover loss or damage:

- to domestic laundry, kitchen, audio visual and home entertainment equipment used in private living quarters;
- which is recoverable under any maintenance agreement, warranty or guarantee.

Buildings does not cover loss or damage caused by:

- settlement, bedding down or movement of new structures or made-up ground;
- coastal erosion or a rise in the water table;
- storm or flood to gates or fences, other than lych gates;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;

- the building contractor to building works in progress and unfixed materials relating to a building contract.

Business interruption does not cover:

- illness of or injury to any of your key personnel resulting from any medical condition known to them at the inception date of this policy, unless the condition has been without the need for any medical advice during the previous 24 months;
- any interruption to your business caused by any communicable disease or fear or threat of communicable disease except where the interruption is caused by one of the specified diseases at your premises which means that you are unable to use your premises.

Employers' liability does not cover any claim or loss due to:

- bodily or mental injury of any of your employees or volunteers while they are offshore;

Public and products liability does not cover any claim or loss due to:

- defamation which arises out of any statement which you knew was defamatory at the time of publication;
- infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- the ownership or use of any aerial device, hovercraft, watercraft or any mechanically-propelled vehicle or trailer;
- designs, plans, specifications, formulae, directions or advice prepared or given by you;
- the failure of any of your products or any service provided by you to perform its intended function or purpose;
- bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Officials and trustees' indemnity does not cover any claim or loss due to:

- any act intended to secure a personal profit or advantage to which any insured person was not legally entitled;
- an insured person's operation or administration of any defined benefit pension scheme;
- a breach of or failure to provide professional duties or services;
- any employee's termination of employment, breach of any employment contract or employment related discrimination.

Commercial legal protection does not cover:

- any claim reported more than 180 days after the insured person should have known about the incident;
- any costs and expenses incurred before the written acceptance of a claim by DAS.

Personal accident does not cover:

- any injury or illness resulting from any emotional or psychiatric disorder or condition;
- any injury or illness resulting from pregnancy or any condition connected with pregnancy or childbirth.

Your obligations

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy and claims may not be paid;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim, you should take note of the required procedures, such as prompt notice to us of the claims, as stated in the policy documentation;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

Policy length

This is not an annual policy. Your policy will run on a continuous basis of insurance and will continue whilst your payments are kept up to date. You must tell us of any changes to your circumstances as described in your insurance policy and we will then have the option of amending the terms of the policy or issuing you with notice of our intention to cancel it.

Cancellation rights

You may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. We may cancel the insurance by giving you 30 days' notice in writing of our intention to do so.

In both cases, we will return to you the amount of premium which relates to the unexpired period, provided that no claims have been notified under the insurance. If a claim or claims have been notified, then we will only return any premium if we (and not you) are cancelling the policy. However, we will not refund any premium under £10.

Claims service

If you suffer a loss and need to make a claim you should contact your insurance broker Arthur J. Gallagher Insurance Brokers Ltd immediately on 01483 462860. If this is not possible, then our claims team can be contacted 9.00am – 5.30pm Monday to Friday on 0800 711 7156. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate; the team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of significant loss or damage. Your policy schedule will reflect if property cover is included in your policy.

Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK.

Any questions and complaints

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your insurance broker Arthur J. Gallagher Insurance Brokers Ltd in the first instance on 01483 462860. If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR

Or by telephone on 01904 681 198 or 0800 116 4627

Or by email at customer.relations@hiscox.com

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.

Appendix 16

Service Level Agreements or other legal or arrangements with external groups.

The former memorandum of understanding with LRGT and the SLA with LRGT and RCTCBC regarding the use of the shower block and maintenance of the welfare field have both been dissolved.

Informal arrangements (supported by appropriate resolutions) are in place instead pending the drawing up of legal agreements regarding the transfer of the shower block and any associated clauses (potentially including grounds maintenance) to be resolved in due course.

In addition the Community Council has written agreements with Persimmon Homes to carry out all future maintenance/repair (including any work required to facilitate any future adoption process upon request) at the following locations.

- 16ft Christmas Tree socket at Heol Y Parc.
- 16ft Christmas Tree socket at St Ilyd's Meadow.
- Festive cutouts (Christmas lights sockets) fitted to unadopted lighting columns along the A473 to the west of Heol Y Parc.
- Steps and pathway on the embankment at the southern access to RAN17/5 adjacent to Enterprise Way.

The Community Council also has a written agreement to carry out any future maintenance works on any sections of path along the length of RAN17/5 (at the Bryncae Arms) excluding future maintenance of sections of fence that lay on Mr Davies' (The landowner) land.

Appendix 17

Membership of SLCC

(Society for Local Council Clerks)

Last year the Council resolved the following:

AM2024/017 Membership of The Society of Local Council Clerks (SLCC)

RESOLVED

To renew the Clerk and RFO Deputy Clerk's membership of the Society of Local Council Clerks (SLCC) up to a value of £260 each.

Proposal:

1. To consider renewing the Clerk and Deputy Clerk's/RFO membership of the Society of Local Council Clerks (SLCC) at a cost of £206 each and to paying the membership for the Assistant Clerk at a cost of £206. To authorise £618 to be spent.

Appendix 18

Membership of One Voice Wales

One Voice Wales

The Clerk recommends renewal given the specialist advice available to Council on a variety of Topics.

Proposal:

To renew the Council's membership of One Voice Wales and to authorise the Officers to spend up to £1766 accordingly.

Shown below is the renewal invitation for reference.

Dear Clerk

Please bring this letter to the attention of your Chair and Councillors.

Membership of One Voice Wales 2023-24

I am writing to invite your council to renew its membership to join One Voice Wales from April 2023. Once again, the past year has seen many positive developments to our services and for the community and town council sector in general, many of which are outlined in this letter, which we believe add significantly to the value for money offered by One Voice Wales membership.

We continue to represent the sector in a wide variety of ways – we regularly meet with the Minister for Finance and Local Government Rebecca Evans MS and we continue to represent the sector on the **Local Government Partnership Council**. During 2022-23 we have once again made strong representation on the role the sector can play in supporting sustainable local services and supporting the Local Government Reform agenda amongst others. We have maintained and further enhanced our working relationships with the Welsh Government, Welsh Local Government Association (WLGA) and the WCVA strengthening the voice of the sector within the public services family in Wales and improving working relations with the Third Sector.

One Voice Wales continues to make significant contributions to public policy developments through our representation on several Welsh Government advisory panels including the **Climate Change Panel, Ystadau Cymru Working Group, Ministerial Towns Action Advisory Group, Welsh Government Litter Advisory Panel, Ministerial Advisory Forum on Ageing, Welsh Government Diversity in Democracy Working Group, Older Persons Commissioner Age Friendly Steering Group, Welsh Government Advisory Board on Resourceful Communities as well as Understanding Welsh Places Advisory Board**. One Voice Wales is playing an ever-increasing role in the development of resources for the sector, for example, through our **Local Places for Nature Officer** in our team who has helped hundreds of councils to date on environmental projects and issues; and following funding off Public Health Wales via Save a Life Cymru we were able to establish the post of **Community CPR and Defibrillator Manager** in the team who helped hundreds of community and town councils in 2022-23 in developing this critically important agenda. We also played a significant role working with the Welsh Government and SLCC colleagues in the development of a **Finance and Governance Toolkit** for the sector which will help to drive up standards of working practice. We continue to work collaboratively with a range of other bodies including the **Local Government Democracy and Boundary Commission for Wales, Independent Remuneration Panel, Public Services Ombudsman and Wales Audit Office**. So, our ability to influence key stakeholder organisations continues to grow year on year.

There are exciting and challenging times ahead for Community and Town Councils in Wales and we will continue to develop our lobbying and representational roles especially in relation to the outcomes of the **Local Government and Elections (Wales) Act 2021**. During 2022-23

we developed a **guidance document on the development of Training Plans, guidance on Bullying and Harassment** as well as supported the Welsh Government in delivering guidance and advice to councils on the requirements of the **Section 6 Environment Act duties**. We will continue to develop practice guides and share best practice case studies in 2023-24.

Our representational role means that **we have a direct interface not only with the Minister for Finance and Local Government but other Ministers** where our sector's remit extends. During 2022-23 we made several representations to the **Minister for Climate Change** on a range of matters - on the need for greater resources for the sector, the need for digital skills and capabilities to be developed, the role community and town councils can play in town regeneration and community planning, how the sector can support the decarbonization agenda, devolution of services and asset transfer agenda and support for the sector to better engage on the green infrastructure agenda. During 2022-23 we have extended our **representational role** - One Voice Wales' many Councillors across Wales are increasingly able to provide their views on a wide range of policy areas to support our lobbying activities and **influence government and stakeholder organisations** in their decision-making. This includes representation on health trust stakeholder forums and several **Public Services Boards**. These developments have improved and further developed our representational and lobbying roles and we will seek to further develop them in 2023-24.

Some of our other accomplishments over the past 12 months include:

- There has been a healthy increase in membership numbers during the year. Over 89% (88% previous year) of all councils in membership of One Voice Wales, or 653 (639 previous year) out of the 732 Councils in Wales and this is the highest level of membership since One Voice Wales was formed. Plans are already in place to drive increases in membership in 2023-24.
- Through our Local Places for Nature Officer post, we have enabled over £1m of funding to be accessed by Community and Town Councils across Wales with a further £500,000 of projects being worked up for 2023/24.
- Received confirmation from the Welsh Government of 3 years of additional funding at £150,000 per annum to develop resources to support community and town councils in helping their communities with the cost-of-living crisis.

As current members are aware, we provide the following services outlined below, and we are aware from feedback from our members that all aspects of the service are highly valued.

- **Provision of free legal advice** from a team of experienced Solicitors which can save members significant time and cost compared with using local solicitors for advice (These savings can in many cases exceed the membership that is payable)
- **Quality and timely advice and support service** on topics relevant to member councils.
- **Training** for members and staff, including policy seminars and new working opportunities.
- **General information via our website including a members' area.**
- **Monthly** editions of our new '**E- Newsletter**'
- **Representation** of the sector on the Local Government Partnership Council.
- Creating **new opportunities for collaboration** with national organisations across Wales.

The training and development agenda is another area where much progress has been made during 2022-23 with the continued successful delivery of webinar-based training. Under the auspices of the **National Training Advisory Group**, chaired by One Voice Wales, we have continued to refine and develop and extend our training provision to the community and town council sector. Once again, the breadth of our training programmes has been extended and will be available to members throughout the year. At the time of writing, we are about to distribute a **Training Needs Survey** to member councils and during 2023-24 intend to further enhance our offering to members. To date we have provided approximately 3,000 units of training to the sector – and it is very pleasing to see councils actively engaging in developing their skills and abilities as the sector's role grows in importance.

Furthermore, our **Consultancy Services** have been growing at a pace with many councils taking advantage of this service. We are increasingly able to provide 'One Stop Shop' solutions for our members and have supported our councils on **community planning exercises, accountancy services, technical VAT advice, HR and personnel matters including representation at Industrial Tribunals**, assisted in **policy development and health and safety** – and at **costs significantly below market rates**. We are also now able to offer consultancy support in relation to community planning and engagement. Please contact the Ammanford Office if you would like further details on how we can support you through these services.

Importantly our role as a representative body has been significantly improved with a significant growth in our membership during 2022-23 – **at year end we had 653 local councils in membership or 89% of all community and town councils**.

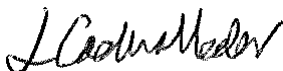
I hope that this summary of current and future developments has demonstrated that One Voice Wales continues to do all it can to represent the sector and provide a high-class information and support service for our members.

For your council to have a voice in the future of this vital sector of local government, and to benefit from the support provided by One Voice Wales, please return the attached Membership Form by email or to our office in Ammanford – the address is at the top of this letter.

If you have any further queries relating to membership, please contact the office on 01269 595400 / 07917 846510 or email: tgilmartin@onevoicewales.wales

I trust that your Council will give this invitation full consideration and I hope to be able to welcome you into membership shortly. I look forward to working with your council in 2023-24.

Yours sincerely,



Lyn Cadwallader
Chief Executive

ONE VOICE WALES
The Voice of Community & Town Councils

Invoice / Membership Form

Please enter all details in block letters and return original form for our records

I write to inform you that my Council has decided to join One Voice Wales for 2023/2024

Clerk to the Council

Mr / Mrs / Ms / Miss (Delete as applicable)

Signed: Please print name:

Name & Address of Council - Enter any amendments clearly alongside

Mr Leigh Smith, Clerk
Llanharan Community Council

Tel No's: 01443 231430 / 07769 266675

E-mail address: clerk@llanharan-cc.gov.wales

Website: www.llanharancc.webs.com

Please inform us if any of the above details change

Please tick the preferred language for future correspondence:

☐ Welsh

☐ English

☐ Bilingual

Membership Fee: **£1519**

Based on 3896 chargeable dwellings @ **£0.390p** per dwelling
(Based on Valuation List, not Electoral Register)

Please make cheque payable to One Voice Wales
Bank details - Account number: 16689360 Sort code: 30-94-85

Please return the form to the following address:

One Voice Wales, 24c College Street, Ammanford, Carmarthenshire, SA18 3AF

e-mail: tgilmartin@onevoicewales.wales Tel: 01269 595400 Fax: 01269 598510

One Voice Wales
Invoice / Membership Form 2025-2026

Membership runs from 1st April to 31st March

Name & Address of Council – These are the details that we hold on our database please amend if they are incorrect

Mr Leigh Smith, Clerk
Llanharan Community Council

Tel numbers/s: 01443 231430 / 07769 266675
E-mail address: clerk@llanharan-cc.gov.wales
Website: www.llanharancc.webs.com

Please provide details of your Chairperson:

Name: Cllr David Evans
Email: d.j.evans@live.co.uk
Telephone number/s: 07841 756416

Please select which language you would like to receive correspondence from us

Bilingual English Welsh

Membership Fee: £1766

Based on **4109** chargeable dwellings @ **£0.43p** per dwelling
(This figure is based on the Valuation List, not the Electoral Register)

Bank details - Account number: 16689360 Sort code: 30-94-85

Cheque to One Voice Wales 24c College Street, Ammanford, Carmarthenshire, SA18 3AF
or e-mail: tgilmartin@onevoicewales.wales Tel: 01269 595400

I confirm that my Council has decided to join One Voice Wales for 2025/2026

Clerk to the Council/RFO

Signed:

Please print name:

Mr / Mrs / Ms / Miss (Delete as applicable)

Un Llais Cymru Anfoneb / Ffurflen Aelodaeth 2025-2026

Mae Aelodaeth yn mynd o 1af Ebrill i 31ain Mawrth

Enw & Chyfeiriad y Cyngor – Dyma'r manylion a gadwn ar ein cronfa ddata, a gofynnir ichi eu newid os ydynt yn anghywir.

Mr Leigh Smith, Clerk
Llanharan Community Council

Rhif/au ffôn: 01443 231430 / 07769 266675
Cyfeiriad e-bost: clerk@llanharan-cc.gov.wales
Gwefan: www.llanharancc.webs.com

Rhowch fanylion eich Cadeirydd os gwelwch yn dda:

Enw: Cllr David Evans
E-bost: d.j.evans@live.co.uk
Rhif/au ffôn: 07841 756416

Dewiswch pa iaith yr hoffech dderbyn gohebiaeth gennym ni.

Dwyieithog Saesneg Cymraeg

Tâl Aelodaeth: **£1766**

Yn seiliedig ar **4109** anheddau taladwy @ **£0.43c** fesul annedd
(Mae'r ffigwr hwn yn seiliedig ar y Rhestr Brisio, nid ar y Gofrestr Etholiadol)

Manylion Banc – Rhif Cyfrif: 16689360 Cod Didoli: 30-94-85

Siec i Un Llais Cymru 24c Stryd y Coleg, Rhydaman, Sir Gaerfyrddin, SA18 3AF
neu e-bost: tjilmartin@unllaiscymru.cymru Ffôn: 01269 595400

Rwyf yn cadarnhau fod fy nghyngor wedi penderfynu ymuno ag Un Llais Cymru ar gyfer
2025/2026

Clerc y Cyngor/Swyddog Ariannol Cyfrifol

Llofnodwyd:

Printiwch eich enw os gwelwch yn dda:
Mr / Mrs / Ms / Miss (Dileëw os nad yn berthnasol)



Llanharan Community Council Standing Orders Version 3

Adopted by Council 18th July 2024 Minute ref 2024/173



Table of Contents

1	INTRODUCTION	4
2	HOW TO USE STANDING ORDERS	4
3	TERMS: -	4
4	GENERAL	5
5	ROLES	5
5.1	Officers	5
5.7	The Chair of the Council.	6
5.18	The Chair of a Committee or Sub-Committee.	6
5.22	The Deputy Chair of the Council.	7
5.31	The Deputy Chair of a Committee or Sub-Committee.	7
6	NOTICE OF THE MEETING	8
7	AGENDA	9
8	QUORUM	10
9	ACCEPTANCE OF APOLOGIES	10
10	APPROVAL OF MINUTES	11
11	TAKING OF MINUTES	12
12	PHOTOGRAPHING, RECORDING, BROADCASTING, AND TRANSMITTING PROCEEDINGS OF THE COUNCIL	13
13	VOTING	13
14	MEETING LOCATION, METHOD AND DURATION	14
15	PUBLIC PARTICIPATION	15
16	THE ANNUAL MEETING	16
16.1	In an election year,	16
16.5	if the current Chair of the Council has not been re-elected as a Member of the Council and is present, they:	16
16.8	In a non-election year	17
16.15	At any Annual Meeting, either an election year or non-election year: -	17
17	THE ORDINARY MEETINGS	20
18	EXTRAORDINARY MEETINGS	21
19	COMMITTEES	22
19.5	Formation of Committees: -	22
20	SUB-COMMITTEES	25
20.2	Formation of Sub-Committees: -	25
21	WORKING GROUPS	28
22	MOTIONS NOT REQUIRING WRITTEN NOTICE	30
23	MOTIONS REQUIRING WRITTEN NOTICE	32



23.11 Registration: -	33
23.14 Withdrawal: -	33
24 GENERAL PROCEDURES FOR DEALING WITH MOTIONS.	33
24.4 Motions affecting employees of the Council:	33
25 RULES OF DEBATE.	34
26 DISORDERLY CONDUCT AT ANY MEETING.....	36
27 RESCISSION OF PREVIOUS RESOLUTIONS.....	37
28 FINANCIAL MATTERS.	37
29 EXECUTION AND SEALING OF LEGAL DEEDS.....	38
30 MEMBERS' CONDUCT.....	38
31 CODE OF CONDUCT AND DISPENSATIONS.....	40
32 CODE OF CONDUCT COMPLAINTS.....	40
33 CO-OPTION PROCESS IN THE EVENT OF A COUNCIL VACANCY NOT REQUIRING AN ELECTION.....	41
34 WELSH LANGUAGE SCHEME AND USE OF THE WELSH LANGUAGE	42
35 HUMAN RIGHTS.....	43
36 UNITED NATIONS CONVENTION ON THE RIGHTS OF THE CHILD (UNCRC) 43	
37 RESPONSIBILITIES TO PROVIDE INFORMATION.....	43
38 RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION.....	43
39 RELATIONS WITH THE PRESS/MEDIA.....	44
40 VARIATION, REVOCATION AND SUSPENSION OF STANDING ORDERS ...	44
41 POSSESSION OF STANDING ORDERS.	44
42 END OF STANDING ORDERS	45



1 INTRODUCTION

1.1 At the time of adoption by Council, version 3 of the Standing Orders of Llanharan Community Council are designed to comply with all relevant legislation including the Local Government and Elections (Wales) Act 2021 and are based on the Model Standing Orders issued by One Voice Wales in May 2023.

2 HOW TO USE STANDING ORDERS

2.1 Standing Orders are the written rules of a local Council. Standing Orders are essential to regulate the proceedings of a meeting. Llanharan Community Council will use Standing Orders to confirm or refer to various internal organisational and administrative arrangements. The Standing Orders are not the same as the policies of a Council but Standing Orders may refer to them.

2.2 Local Councils operate within a wide statutory framework. These Standing Orders incorporate and reference many statutory requirements to which Councils are subject. It is not possible for the Standing Orders to contain or reference all the statutory or legal requirements which apply to local Councils. The statutory requirements to which a Council is subject apply whether or not they are incorporated in a Council's Standing Orders.

2.3 The Standing Orders in bold type contain legal and statutory requirements and cannot be changed. Standing Orders not in bold type may be considered for alteration but may also wholly or in part be subject to statutory or regulatory requirements or subject to best practice. Any questions on such matters must be directed to the Proper Officer of the Council before any changes are made.

2.4 Standing Orders must be read in conjunction with the Council's Financial regulations which regulate and control the financial affairs and accounting procedures of the Council. The financial regulations, as opposed to the Standing Orders of a Council, include most of the requirements relevant to the Council's Responsible Financial Officer.

3 TERMS: -

3.1 In the context of these Standing Orders the terms:

3.2 "RFO" refers to the Responsible Financial Officer.

3.3 "A.M." refers to Annual Meeting of the Council



3.4 “The Chair” refers to Chairperson of the Council and or Chairperson of a Committee, Sub-Committee, Advisory / Working Group or any other body that the Council forms to carry out its functions effectively.

3.5 “the Deputy Chair” refers to Deputy (or Vice) Chairperson of the Council and or Deputy (or Vice) Chairperson of a Committee, Sub-Committee, Advisory / Working Group or any other body that the Council forms to carry out its functions effectively.

3.6 “RCTCBC” refers to Rhondda Cynon Taff County Borough Council.

3.7 “Working Group” refers to a group of Councillors, stakeholders and other interested parties formed under Standing Order 21

3.8 “Clear Days” means the period **BETWEEN** the day of submission of a notice and the day of action of a notice and does **NOT** include Sundays or Bank Holidays or other such occasions as set out in law.

3.9 “Personal explanation” refers to a brief statement made by a Council member to clarify or correct a point related to their own actions, intentions, or statements during the debate.

3.10 “Present and voting” means those members present who are participating in the vote and not abstaining. i.e. Are present and voting for or against a motion.

4 GENERAL

4.1 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.

4.2 Subject to Standing Orders which indicate otherwise, anything authorised or required to be done by, to or before the Chair of the Council may in their absence be done by, to or before the Deputy-Chair of the Council.

4.3 The Chair, if present, shall preside at a meeting. If the Chair is absent from a meeting, the Deputy-Chair if present, shall preside. If both the Chair and the Deputy-Chair are absent from a meeting, a Councillor as chosen by the Councillors present at the meeting shall preside at the meeting.

5 ROLES

5.1 Officers

5.2 The Proper Officer of the Council is the Proper Officer of the Council.

5.3 The Deputy Proper Officer shall act with the full authority and responsibilities of the Proper Officer when they are absent.



5.4 The Responsible Financial Officer (RFO) is the Proper Officer of the Council with responsibility and authority over financial matters.

5.5 If no separate Responsible Financial Officer is appointed by the Council then the Proper Officer of the Council adopts this title and its responsibilities

5.6 If the office of any of the officers referred to in this Section is vacant or the officer is absent or otherwise unable to act, their deputy, or, failing that deputy, the most suitable senior officer, is hereby authorised to act as the Proper Officer.

5.7 The Chair of the Council.

5.8 shall have all the powers and responsibilities referred to in these Standing Orders

5.9 shall have the final decision to the interpretation of Standing Orders at any meeting and decision should not be challenged.

5.10 shall, unless they have resigned, are unwell or unable to attend or become disqualified, continue in office and preside at the Annual Meeting until a successor is elected at the next Annual Meeting of the Council. The Chair cannot be voted from office, nor can any other mechanism or resolution have the effect of removing them involuntarily.

5.11 shall have the right to attend any Committee, Sub-Committee or any other meeting of the Council ex-officio, without voting rights.

5.12 shall be the primary signatory of the Council's banking mandates and accounts (both online and cheque book), PSDF and any other investment accounts (both on or offline) unless the Council resolves otherwise.

5.13 shall fulfil ceremonial duties, wearing the chain of office, as dictated by tradition and/or invitation, where possible and practical and in particular to:

5.14 lay the Council's wreath on Remembrance Sunday at Llanharan War Memorial.

5.15 host the Council's senior citizen Christmas lunches.

5.16 attend and represent the Council at any national or local Civic occasions or celebrations if duly invited to do so

5.17 Should the Chair have resigned or are disqualified or otherwise there is occasioned a casual vacancy of the office then the Proper Officer shall convene a meeting of the Council for the election of a new Chair of the Council.

5.18 The Chair of a Committee or Sub-Committee.



5.19 shall have all the powers and responsibilities referred to in these Standing Orders

5.20 shall have the final decision to the interpretation of Standing Orders at any meeting of the Committee and the decision should not be challenged.

5.21 shall, unless they have resigned, are unwell or unable to attend or become disqualified, continue in office until immediately after the election of the Chair of that Committee at the next Annual Meeting of the Council. The Chair of a Committee or Sub-Committee cannot be voted from office, nor can any other mechanism or resolution have the effect of removing them involuntarily.

5.22 The Deputy Chair of the Council.

5.23 shall have all the powers and responsibilities referred to in these Standing Order

5.24 shall, unless they have resigned, are unwell or unable to attend or become disqualified, continue in office until immediately after the election of the Deputy Chair of the Council at the Annual Meeting. The Deputy Chair cannot be voted from office nor can any other mechanism or resolution have the effect of removing them involuntarily.

5.25 Shall have the right to attend any Committee, Sub-Committee or other meeting of the Council ex-officio, without voting rights.

5.26 shall fulfil ceremonial duties, wearing the chain of office, as dictated by tradition and/or invitation where possible and practical and in particular to:

5.27 lay the Council's wreath on Remembrance Sunday at Brynna War Memorial.

5.28 attend (or host in the absence of the Chair) the Council's senior citizen Christmas lunches.

5.29 attend and represent the Council at any national or local Civic occasions or celebrations if duly invited to do so

5.30 In the absence of the Chair the authority and responsibilities of the Chair are conveyed to the Deputy Chair, save signatories to bank and investment accounts and other functions requiring a formal process.

5.31 The Deputy Chair of a Committee or Sub-Committee.

5.32 shall have all the powers and responsibilities referred to in these Standing Orders



5.33 in the absence of the Chair of the Committee or Sub-Committee, the authority and responsibilities of the Chair of that Committee or Sub-Committee are conveyed to the Deputy Chair, save signatories to bank and investment accounts and other functions requiring a formal process.

5.34 shall, unless they have resigned, are unwell or unable to attend or become disqualified, continue in office until immediately after the election of the Deputy Chair of that Committee at the next Annual Meeting of the Council. The Deputy Chair of a Committee cannot be voted from office nor can any other mechanism or resolution have the effect of removing them involuntarily.

6 NOTICE OF THE MEETING.

6.1 Notwithstanding Standing Order 6.5, at **least three clear days before a Council, Committee or Sub-Committee meeting is held** the Proper Officer shall:

6.1.1 - give public notice of the date, time, location (if applicable), meeting method, method of obtaining online joining details and the agenda of the meeting duly signed by the Proper Officer, to be posted on the Council's web site and displayed at the Council's office notice board.

6.1.2 - send the summons to attend the meeting detailing the date, time, location, meeting method and the agenda duly signed by the Proper Officer (Or Chair or Councillors referring to Standing Order 18), by e-mail to each member, or shall leave at, or send by post to, each Member's usual place of residence upon specific written request by that member specifying the postal address to which the summons should be sent.

6.1.3 - in the case of an extraordinary meeting being called, ensure that the agenda for that meeting is duly signed by the Chair or the Councillors calling that meeting (Standing Order 18) and that the summons for the meeting clearly details who is calling the meeting.

6.2 in exceptional circumstances, an emergency meeting of a Committee or Sub-Committee of the Council (but not full Council) may be called at shorter notice. In which case, notices of the date, time, location (if applicable), meeting method and method of obtaining online joining details should be published on the Council's website and displayed at the Council's office notice board. Notices must be published with at least 24 hours' notice from the date and time of the meeting.

6.3 Exceptional circumstances are defined as such business that is essential to the ongoing and effective operation of the Council or to form an emergency response to some event or occurrence.

6.4 in order to authorise the calling of an emergency Committee or Sub-Committee meeting under Standing Order 6.5, the Proper officer in consultation with the Chair of



the relevant Committee must obtain the written consent of two thirds of all Council members.

6.5 These notice requirements also apply where a formal meeting is taking place which is not open to the public, this would not usually include Working Groups.

7 AGENDA

7.1 The agenda for any meeting shall contain all of the items listed in the relevant Standing Order outlining the order of business for that meeting and in accordance with Standing order 6.

7.2 Additional items may be added to the agenda as motions or otherwise by the Proper Officer for the conduct of normal Council business or to bring items of business to the attention of Council that are considered to be appropriate. Any such motion must be proposed and seconded during the meeting.

7.3 Any Councillor may request items to be added to the agenda as motions provided that:

7.4 that the motion is to consider some specific course of action that is relevant to the powers and duties of the Council or some important local matter to the satisfaction of the Proper Officer.

7.5 The Councillor consults with the Proper Officer to produce appropriate and specific wording.

7.6 the Councillor is willing to be named as the proposer of the motion and support the motion.

7.7 The decision on whether to include an item or motion on the agenda submitted in this manner lies solely with the Proper Officer. If such a request is refused, the Councillor has recourse to the written motion procedures - Standing Order 23.

7.8 The Proper Officer, in consultation with the Chair may vary the order or content to be added to the published agenda depending on circumstances.

7.9 Where a member of the public requests an item be added to the agenda, the Proper Officer shall consider whether the suggested item is appropriate and in line with these Standing Orders. The decision on whether to include an item or motion on the agenda submitted in this manner lies solely with the Proper Officer. If such a request is refused, the Proper Officer will advise the member of the public of the process outlined in Standing Order 7.7

7.10 Where the Proper Officer declines to add an item that has been suggested by a member of the public, they shall be advised of the reason and that they may contact



a member of the Council who supports their proposal who may themselves request the item be added subject to Standing Order 7.3

7.11 The decision on whether an item of business is appropriate for a full Council agenda or should firstly be considered by a Committee or Sub-Committee lies solely with the proper officer.

7.12 An item of business that in the opinion of the Proper Officer should firstly be considered by a Committee or Sub-Committee may only appear on the agenda of a full Council meeting with the consent of the Chair of the relevant Committee or Sub-Committee in accordance with Standing Order 23.1

7.13 Once a meeting has commenced, the order of the agenda of a meeting may be altered depending on circumstances and by resolution of the Council.

8 QUORUM

8.1 No business shall be transacted unless at least one third of the whole number of members (with voting rights) of the Council, Committee or Sub-Committee are present at the meeting, and in any case no less than three members (with voting rights) must be present regardless of the size of the membership.

8.2 If the meeting becomes inquorate no further business shall be transacted and any outstanding business shall be adjourned to the next or a reconvened meeting.

8.3 If the meeting is likely to become inquorate for individual items of business, for example where a member has indicated that they would declare a personal and prejudicial interest and would need to leave the meeting, these items of business will be deferred to a future meeting.

9 ACCEPTANCE OF APOLOGIES

9.1 When a Councillor offers an apology for absence from a meeting it must be given in advance of the meeting and via the Officers of the Council.

9.2 The apology stating the reason for absence may be given in writing via email, text, messenger or may be given verbally. In all cases the Councillor should ensure they are provided with written confirmation that the apology has been received. It is



the responsibility of the Councillor to ensure the apology has been received and has been acknowledged by the Proper Officer.

9.3 The reason(s) for absence will be put to Council in a sensitive manner that would avoid the disclosure of any personal information and Council will resolve to accept or not accept the reason(s). A minute will be written sensitively to reflect the Council's resolution.

9.4 Where the Council resolve to accept the apologies and the reason as a valid reason for absence, this shall be minuted as such and entered into the published attendance records of the meeting.

9.5 Where the Council resolved to accept the apologies and the reason as a valid reason for absence, this will reset the 6 month clock pursuant to Section 85, of the Local Government Act 1972, Councillor's attendance.

9.6 Should a Councillor foresee an extended period of absence, they may request a dispensation for future absence, giving the reasons for that absence. If a dispensation for absence and the reasons for it is accepted by Council the effect shall be the same as outlined in Standing Orders 9.3 to 9.5.

9.7 Any request for such a dispensation must be made in writing to the Proper Officer who will add such a request with the necessary sensitivity to avoid disclosing any personal information to the agenda of the next appropriate meeting.

9.8 An appropriate minute for the dispensation will be recorded at every appropriate meeting.

9.9 A dispensation for absence cannot be granted retrospectively.

10 APPROVAL OF MINUTES

10.1 the agenda for any meeting or Committee shall put the question that the previous minutes of that Council or Committee or Sub-Committee held on a specified date be approved as a correct record.

10.2 no discussion shall take place on the minutes, except upon their accuracy and any question on their accuracy shall be raised by motion. If a question is raised by motion, then as soon as it is disposed of, the Chair may sign the minutes, or at the next available opportunity.

10.3 If the Chair of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, they shall sign the minutes and include a paragraph in the following terms or to the same effect: "The Chair of this meeting does not believe that the minutes of the meeting of the (Council or Committee) held on [date] in respect of (item of business) were a correct record but his view was not



upheld by the majority of the (Council or Committee) and the minutes are confirmed as an accurate record of the proceedings.”

10.4 Upon a resolution which confirms the accuracy of the minutes of a meeting, any previous draft minutes or recordings of the meeting shall be destroyed.

11 TAKING OF MINUTES.

11.1 The contents shall record: -

- 11.1.1** - The time, location and method of holding the meeting (e.g. Online/Hybrid).
- 11.1.2** - the names of the members present and members absent.
- 11.1.3** - the notified apologies for absence and all resolutions regarding apologies subject to Standing Order 9.
- 11.1.4** - interests that have been declared by Councillors and non-Councillors with voting rights.
- 11.1.5** - the grant of dispensations (if any) to Councillors and non-Councillors with voting rights.
- 11.1.6** - whether a Councillor or non-Councillor with voting rights left the meeting when matters that they held interests in were being considered.
- 11.1.7** - if there was a public participation session.
- 11.1.8** - the recommendations and resolutions made.

11.2 there will be no report of any discussions which are not relevant to the above or the business of the meeting as detailed in the meeting agenda.



11.3 Minutes of any Council or Committee meeting should be published on the Council's website within 7 working days of that meeting taking place.

12 PHOTOGRAPHING, RECORDING, BROADCASTING, AND TRANSMITTING PROCEEDINGS OF THE COUNCIL

12.1 Photographing, recording, broadcasting or transmitting the proceedings of the Council, a Committee, a Sub-Committee or a Advisory / Working Group formed by any means is not permitted without the Council's prior written consent.

12.2 Consent is to be given via a resolution of Council.

12.3 The Proper Officer may record the proceedings of a meeting of the Council, a Committee, a Sub-Committee or a Advisory / Working Group to assist in the production of the minutes unless overruled by resolution of the Council.

12.4 Recordings of the proceedings of a meeting made by the Proper Officer are to be deleted following the approval of the minutes of that meeting.

13 VOTING.

13.1 Non-Councillor members of any Committees, Sub-Committees or Advisory / Working Groups shall be regarded as NOT to have voting rights unless otherwise resolved by Council (where this is not prohibited by law).

13.2 Any matter will be decided by a simple majority of votes by those Members with voting rights present and voting at the time that the question is put.

13.3 Notwithstanding Standing Order 13.3, the Proper Officer will **normally take the vote by show of hands.**

13.4 A vote by a secret ballot may be taken, provided a motion for such a ballot is put before any voting on a matter takes place.

13.5 The chair 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 their casting vote whether or not they gave an original vote notwithstanding Standing Order 13.6

13.6 The rules for the voting procedure in the election of the Chair and Deputy Chair of the Council at the Annual Meeting of the Council are subject to Standing Order 16.



13.7 A Member can request and require that the voting on any item of business shall be recorded in the minutes so as to show whether each Member present and with voting rights gave their vote for or against that item of business. Such a request shall be made before moving on to the next item of business on the agenda.

13.8 A Member can request and require that their own vote on an item of business be recorded in the minutes. Such a request shall be made before moving on to the next item of business on the agenda.

13.9 A Member can request and require that the minutes record that they did not participate in a vote on a particular item of business. Such a request shall be made prior to the vote taking place.

13.10 In the case of a or nomination to any position that requires to be filled and there is not a clear majority of votes in favour of one person, then the name of the person with the least number of votes will be removed from the list and a new vote taken. The process will continue until there is a clear majority for one person. Any tie shall be settled by the Chair's casting vote.

14 MEETING LOCATION, METHOD AND DURATION

14.1 Unless pre-set by Council, Committee or Sub Committee the date and time shall be decided by the Proper Officer in consultation with the Chair of the Council, Committee or Sub-Committee at a location that is deemed appropriate to hold such a meeting.

14.2 All meetings of the Council, its Committees or Sub Committees will either be held;

14.2.1 - on a hybrid basis - where a physical meeting is held at a specified location AND where people can also participate remotely via video conferencing, telephone conferencing or some other means of attending remotely.

OR

14.2.2 - on a remote basis where no physical meeting is held but where people can participate remotely via video conferencing, telephone conferencing or some other means of attending remotely.

14.3 The minimum requirement is that Councillors and members of the public are able to hear and be heard by others.



14.4 The Council should take reasonable steps to allow people to join from another location (remotely).

14.5 Meetings shall not exceed a period of 2 hours 30 minutes unless the majority of Members present vote to extend the meeting.

15 PUBLIC PARTICIPATION

15.1 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.

15.2 The public and the press's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public and the press to be excluded.

15.3 Notwithstanding Standing Order 15.1, provision is made for public participation at full community Council meetings or those part of full Council meetings which are open to the public.

15.4 The Chair must give members of the public in attendance a reasonable opportunity to make representations about any business to be discussed at the meeting which appears on the agenda unless doing so is likely to prejudice the effective conduct of the meeting.

15.5 Members of the public cannot take part in debate, but they must be given a reasonable opportunity to make representations about business on the agenda at an appropriate time during the meeting.

15.6 The Chair may request that members of the public give advance notice of which item of business they wish to speak on

15.7 The Chair may request that members of the public, whilst speaking, refrain from repeating points made by previous contributors.

15.8 The total time allotted for public participation at any one Council meeting is 20 minutes at the discretion of the Chair and notwithstanding any successful motion to proceed to the next business on the agenda or similar.

15.9 The time allocated to any individual member of the public to speak is limited to 3 minutes subject to the discretion of the Chair.

15.10 A question from a member of the public shall not require a response at the meeting nor start a debate on the question.

15.11 The chair of the meeting may direct that a written or oral response be given by the proper officer in due course.



15.12 Individual Committees, sub Committees or Advisory / Working Groups may make further provision for public participation, as set out in their terms of reference.

15.13 Members of the public may be co-opted to serve on Committees, Sub-Committees or Advisory / Working Groups, with or without voting rights (except in those circumstances where it is specifically prohibited by law) by resolution of the Council or the Committee as appropriate.

15.14 The Chair has the authority to expel any members of the public from a meeting for disruptive behaviour and or attempting to record a meeting or parts of a meetings without consent, contrary to Standing Order 12

16 THE ANNUAL MEETING

16.1 In an election year,

16.2 at the first Annual Meeting after the election of a new Council

16.3 The meeting shall be held on or within 14 days following the day on which the new Councillors take office at a location and time that the Proper Officer in consultation with the Chair deems appropriate to hold such a meeting,

16.4 If the current Chair of the Council has been re-elected as a Member of the Council and is present, they:

16.4.1 - shall preside over the meeting until a new Chair has been elected.

16.4.2 - may exercise an ordinary vote in respect of the election of a new Chair.

16.4.3 - must give a casting vote in the case of an equality of vote.

16.5 if the current Chair of the Council has not been re-elected as a Member of the Council and is present, they:

16.5.1 - shall preside at the meeting until a successor has been elected.

16.5.2 - not have an original vote in respect of the election of the new Chair but shall have a casting vote in the case of an equality of votes.

16.6 In the absence of the current Chair and Deputy Chair, the Proper Officer will conduct the meeting until a new Chair is elected.

16.7 The Proper Officer will have no voting rights whatsoever.



16.8 In a non-election year

16.9 the meeting shall be held during the month of May on a date and at a location decided by the Proper Officer in conjunction with the Chair of the Council deems appropriate to hold such a meeting. The meeting shall start no earlier than 6pm.

16.10 Unless they have resigned or been disqualified, and is present, the current Chair shall preside over the meeting until a new Chair has been elected.

16.11 The current Chair:

16.11.1 - may exercise an ordinary vote in respect of the election of a new Chair

16.11.2 - must give a casting vote in the case of an equality of votes.

16.12 in the absence of the current Chair, the current Deputy Chair will take the Chair until a new Chair is elected.

16.13 In the absence of both the current Chair and Deputy Chair, the Proper Officer will conduct the meeting until a new Chair is elected.

16.14 The Proper Officer will have no voting rights whatsoever.

16.15 At any Annual Meeting, either an election year or non-election year: -

16.16 Notice of the Meeting:—Shall be in accordance with Standing Order 6.

16.17 Quorum: - Shall be in accordance with Standing Order 8.

16.18 Voting: - Shall be in accordance with Standing Order 13.

16.19 Order of Business: – The following business shall be transacted:

16.19.1 - in an election year, at the 1st Annual Meeting of a newly elected Council the confirmation by the Proper Officer of the receipt from Members of their Declaration of Acceptance of Office



16.19.2 - to elect a Chair of the Council.

16.19.3 - to elect a Deputy Chair of the Council.

16.19.4 - the confirmation by the Proper Officer of the receipt of Declaration of Office from the Chair and Deputy Chair, unless Council resolves for this to be done at a later date.

16.19.5 - to note for information purposes, the minutes of the last Annual Meeting of the Council.

16.19.6 - To appoint Committees, their members, Chairs and Deputy Chairs and to determine the terms of reference and to fix provisional dates and times for Committee meetings for the following year.

16.19.7 - To appoint Working Groups, their membership, Chairs and to determine the terms of reference.

16.19.8 - to appoint representatives to serve on external bodies and to agree arrangements for reporting of attendance and reporting back to Council.

16.19.9 - to agree the civic allowances for the following year.

16.19.10 - to set the maximum total of motions required by written notice that can be considered by the Council in the municipal year,

16.19.11 - To set the maximum total of motions required by written notice that can be considered by the Council in any one ordinary meeting.

16.19.12 - To approve the Appeals and Disciplinary process

16.19.13 - To approve the Council's published policies and procedures.

16.19.14 - To appoint an internal auditor for the following financial year.



- 16.19.15 -** To approve banking mandate signatories and PSDF signatories.
 - 16.19.16 -** To review the Council's asset register.
 - 16.19.17 -** To review the Council's arrangement for insurance cover in respect of insurable risks.
 - 16.19.18 -** To review any Service Level Agreements or other legal or arrangements with external groups.
 - 16.19.19 -** To consider renewing the Officer's membership of The Society of Local Council Proper Officers (SLCC).
 - 16.19.20 -** To consider renewing the Council's membership of One Voice Wales.
 - 16.19.21 -** To review and approve the Council's Standing Orders.
 - 16.19.22 -** To review and approve the Council's Financial Regulations
 - 16.19.23 -** To review and approve the Council's Annual Report.
 - 16.19.24 -** To review and approve the Council's training plan
 - 16.19.25 -** To review and approve the Council's action plan for the coming municipal year incorporating the biodiversity plan.
 - 16.19.26 -** to deal with any other matters, where notice in writing has been given to the Proper Officer at least 6 calendar days before the meeting and which, at the discretion of the Proper Officer are appropriate to be considered at the Annual Meeting, otherwise those matters will be subject to Standing Order 7.
- 16.20** The Meeting shall not exceed a period of 2 hours 30 minutes unless the majority of Members present vote to extend the meeting.



17 THE ORDINARY MEETINGS.

17.1 Date and Time: - The Council shall, each year, hold a minimum of eleven ordinary meetings for the transaction of its business. These meetings will normally be held on the 3rd Thursday of every calendar month (excluding the month of August) at 7pm subject to the discretion of the Chair.

17.2 The location, method and duration of the meetings: shall be in accordance with Standing Order 14

17.3 Notice of the Meeting: – Shall be in accordance with Standing Order 6.

17.4 Quorum: - Shall be in accordance with Standing Order 8.

17.5 Order of Business: - Except as otherwise provided elsewhere in these Standing Orders, the order of business at the meeting shall ordinarily be:

17.6 To appoint a person to preside at the meeting if the Chair and Deputy Chair fail to attend within 15 minutes of the published start time or are known to be absent or are going to attend more than 15 minutes after the published start time.

17.7 To deal with any business required by statute to be done before any other business.

17.8 To deal with the notified apologies for absence and any resolutions regarding apologies subject to *Standing Order 9*.

17.9 To receive any disclosures of personal and/or prejudicial interests from members in accordance with the Code of Conduct

17.10 To allow members of the public to speak in accordance with Standing Order 15

17.11 To approve the minutes of the last meeting(s) in accordance with Standing Order 10

17.12 If the meeting is the first meeting after the Annual Meeting. then to approve the minutes of the Annual Meeting. in accordance with Standing Order 10.

17.13 To deal with any business expressly required by statute to be done

17.14 To note the Council's action plan

17.15 To note any relevant correspondence received.

17.16 To note the Crime report received from a representative of South Wales Police.

17.17 To approve the Council's expenditure

17.18 To approve any other financial report



- 17.19** To receive verbal reports from members.
- 17.20** To receive and consider reports, recommendations or motions from Committees, Advisory / Working Groups and Officers.
- 17.21** To consider written motions in the order in which they have been received and not withdrawn with reference to Standing Order 23
- 17.22** To dispose of any remaining business that is listed on the agenda.
- 17.23** To consider planning matters
- 17.24** To consider any information which the Chair considers should be relayed to Council as a matter of urgency, or to suggest items to the Proper Officer for inclusion on the agenda for the next meeting.
- 17.25** The order of the agenda of a meeting may be altered depending on circumstances and by resolution of the Council.
- 17.26** Items not appearing on the agenda can be considered where a motion not requiring written notice is tabled - Standing Order 22
- 17.27** Taking of Minutes: - Shall be in accordance with Standing Order 11.
- 17.28** Conduct: - Shall be in accordance with Standing Orders 26 and 30.
- 17.29** Voting: - Shall be in accordance with Standing Order 13.

18 EXTRAORDINARY MEETINGS.

18.1 The convening of a meeting may be actioned by: -

18.2 the Chair at any time.

18.3 the Chair, upon the receipt of a written request signed by two members of the Council.

18.4 any two members of the Council, if the Chair of the Council does not call such a meeting within seven days of receiving such a request as described in Standing Order 18.1.2

18.5 The public notice: - giving the time, place and agenda for such a meeting shall be signed by the Chair or two Councillors, whomever has called the meeting.

18.6 Date and Time of a meeting: - the Proper Officer shall, in consultation with the Chair or the signatories to the notice, whomever has called the meeting, decide a date and time that is deemed appropriate to hold such a meeting.



18.7 The location, method and duration of the meeting shall be in accordance with Standing Order 14

18.8 Notice of meeting: - Shall be in accordance with Standing Order 6.

18.9 Quorum:- Shall be in accordance with Standing Order 8.

18.10 Order of Business: - Except as otherwise provided elsewhere in these Standing Orders, the order of business at the meeting shall ordinarily be:

18.11 To appoint a person to preside at the meeting if the Chair and Deputy Chair fail to attend within 15 minutes of the published start time or are known to be absent or are going to attend more than 15 minutes after the published start time.

18.12 To deal with any business expressly required by statute to be dealt with

18.13 To receive and consider reports and recommendations from Committees, Advisory / Working Groups and Officers relevant to the business at hand.

18.14 To consider written motions in the order in which they have been received and not withdrawn, with reference to Standing Order 23.

18.15 the order of the agenda of a meeting may be altered depending on circumstances and by resolution of the meeting.

18.16 Taking of Minutes: - Shall be in accordance with Standing Order 11.

18.17 Conduct: - Shall be in accordance with Standing Orders 26 and 30

18.18 Voting: - Shall be in accordance with Standing Order 13.

19 COMMITTEES.

19.1 The Standing Committees of the Council are:-

19.2 The Audit Committee (Finance).

19.3 The Human Resources Committee.

19.4 The Council may also appoint select Committees for specific functions and purposes as it sees fit.

19.5 Formation of Committees: -

19.6 The Council may appoint a Committee whose terms of reference and membership shall be determined by resolution at the Annual Meeting or at any other time at a Full Council meeting.



19.7 The Council shall determine a Committee's membership (including Chair and Deputy Chair), terms of reference, scheduled meeting dates and reporting arrangements.

19.8 That the number of Council members of each Committee be capped to an appropriate number, and in any case no Committee to exceed 8 Council members.

19.9 That the past attendance of Council members to Committees be taken into account when selecting members for any Committee and that should an incumbent member of any Committee have failed to attend a minimum of 50% of meetings in the previous 12 months then they be barred from serving on that Committee for the following year unless in the opinion of the Council there have been special personal circumstances which have reasonably prevented them from doing so. The decision to grant dispensation in this regard to be minuted along with the reasons for granting that dispensation. This provision to be applied for those Committees where there have been more than 4 meetings in the preceding year

19.10 Notwithstanding Standing Order 19.3.2, the Council may permit any Committee other than a Standing Committee to appoint its own Chair and Deputy Chair at the first meeting of the Committee.

19.11 **The members of a Committee may include non-Councillors except for a Committee which regulates and controls the finances of the Council,** provided that they are not disqualified persons as set out by the Local Government Act 1972 and provided the appointment of non-Councillors is NOT prohibited by law.

19.12 No Committee or sub-Committee may be comprised solely of non-Councillors.

19.13 The Council shall appoint and determine the terms of office of all members, whether Councillor or non-Councillor of such a Committee provided the appointment of a non-Councillor is NOT prohibited by law, so as to hold office no later than the next Annual Meeting.

19.14 The Council shall determine whether non-Councillor appointees have voting rights in accordance with *Standing Order 13*.

19.15 The Council shall determine the scheduled dates of future meetings subject to the discretion of the Chair of that Committee in consultation with the Proper Officer.

19.16 The Chair of any Committee in consultation with the Proper Officer may cancel or rearrange the date of a meeting because of lack of business.

19.17 The Chair of any Committee in consultation with the Proper Officer may convene a special meeting to consider urgent business.



19.18 The Council may, subject to Standing Orders 19.3 appoint and determine the terms of office of 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 48 hours before the meeting that they are unable to attend. Substitute members would be invited to attend on a hierarchical list basis the order of which would be determined by Council.

19.19 The Council shall determine if the public may participate at a meeting of a Committee.

19.20 The Council may dissolve a Committee at any time with the exception of the Audit Committee and Human Resources Committee.

19.21 **Unless the Council determines otherwise, a Committee may appoint a Sub-Committee or Working Group whose terms of reference and members shall be determined by the Committee.** Such a Sub-Committee or Working Group would report to the Committee that formed it.

19.22 The Chair of a Committee or a Sub-Committee may convene an extraordinary meeting of the Committee or of a Sub-Committee which it formed at any time.

19.23 An extraordinary meeting of a Committee may called, as allowed by Standing Order 18

19.24 Date and Time of a meeting: - the Proper Officer shall, in consultation with the Chair of a Committee and/or the signatories to the notice, decide a date and time that is deemed appropriate to hold such a meeting.

19.25 The location, method and duration of the meeting shall be in accordance with Standing Order 14

19.26 Notice of meeting: - Shall be in accordance with Standing Order 6.

19.27 Quorum:- Shall be in accordance with Standing Order 8.

19.28 Order of Business: - Except as otherwise provided elsewhere in these Standing Orders, the order of business at the meeting shall ordinarily be:



- 19.28.1** - To appoint a person to preside at the meeting if the Chair and Deputy Chair fail to attend within 15 minutes of the published start time or are known to be absent or are going to attend more than 15 minutes after the published start time.
- 19.28.2** - To deal with any business required by statute to be done before any other business.
- 19.28.3** - To deal with the notified apologies for absence and any resolutions regarding apologies subject to *Standing Order 9*.
- 19.28.4** - To receive any disclosures of personal and/or prejudicial interests from members in accordance with the Code of Conduct.
- 19.28.5** - To allow members of the public to speak in accordance with Standing Order 15, provided the terms of reference for that Committee does not specifically prohibit public participation.
- 19.28.6** - to approve the minutes of the last meeting(s) in accordance with *Standing Order 10*.
- 19.28.7** - To deal with any business expressly required by statute to be done.
- 19.28.8** - To note any action plan.
- 19.28.9** - To note any relevant correspondence received.
- 19.28.10** - To note any relevant financial report.
- 19.28.11** - To receive and consider reports, recommendations or motions from Sub-Committees, Advisory / Working Groups and Officers.
- 19.28.12** - To consider written motions in the order in which they have been received and not withdrawn with reference to Standing Order 23
- 19.28.13** - To dispose of any remaining business that is listed on the agenda.
- 19.29** The order of the agenda of a meeting may be altered depending on circumstances and by resolution of the Council.
- 19.30** Taking of Minutes: - Shall be in accordance with Standing Order 11.
- 19.31** Conduct: - Shall be in accordance with Standing Orders 26 and 30
- 19.32** Voting: - Shall be in accordance with Standing Order 13.

20 SUB-COMMITTEES.

20.1 A Committee may also appoint select Sub-Committees for specific functions and purposes as it sees fit.

20.2 Formation of Sub-Committees: -



- 20.2.1 -** A Committee shall by resolution determine a Sub-Committee's membership (including Chair and Deputy Chair), terms of reference, scope of work and scheduled meeting dates.
- 20.2.2 -** Notwithstanding Standing Order 20.1.1, a Committee may permit a Sub-Committee that it has formed to appoint its own Chair and Deputy Chair at the first meeting of the Sub-Committee;
- 20.2.3 -** The members of a Sub-Committee may include non-Councillors except for a Sub-Committee which regulates and controls the finances of the Council, provided that they are not disqualified persons as set out by the Local Government Act 1972 and provided the appointment of non-Councillors is NOT prohibited by law.
- 20.2.4 -** No Sub-Committee may be comprised solely of non-Councillors.
- 20.3** A Committee shall appoint and determine the terms of office of all members, whether Councillor or non-Councillor of such a Sub-Committee provided the appointment of a non-Councillor is NOT prohibited by law, so as to hold office no later than the next Annual Meeting.
- 20.4** A Committee may appoint or re-appoint a Sub-Committee at the first meeting after the Annual Meeting or any other time at a meeting by resolution.
- 20.5** A Committee shall determine whether non-Councillor appointees have voting rights in accordance with Standing Order 13.
- 20.6** A Committee shall determine the scheduled dates of future meetings of a Sub-Committee subject to the discretion of the Chair of that Sub-Committee in consultation with the Proper Officer
- 20.7** The Chair of any Sub-Committee in consultation with the Proper Officer may cancel a meeting because of lack of business.
- 20.8** The Chair of any Sub-Committee in consultation with the Proper Officer may convene a special meeting to consider urgent business.
- 20.9** A Committee may, subject to Standing Orders 19.3 appoint and determine the terms of office of substitute members to a Sub-Committee whose role is to replace the ordinary members at a meeting of a Committee if the ordinary members of the Sub-Committee confirm to the Proper Officer 48 hours before the meeting that they are unable to attend. Substitute members would be invited to attend on a hierarchical list basis the order of which would be determined by Council.
- 20.10** A Committee shall determine if the public may participate at a meeting of a Sub-Committee.
- 20.11** The Council and or the Committee that formed the Sub-Committee may by resolution at a meeting, dissolve the Sub-Committee at any time by resolution.



20.12 Unless the Council determines otherwise, a Sub-Committee may appoint an Advisory / Working Group to report to it whose terms of reference and members shall be determined by the Sub-Committee

20.13 An extraordinary meeting of a Sub-Committee may called, as allowed by Standing Order 18.

20.14 Date and Time of a meeting: - the Proper Officer shall, in consultation with the Chair of a Sub-Committee and/or the signatories to the notice, decide a date and time that is deemed appropriate to hold such a meeting.

20.15 The location, method and duration of the meeting shall be in accordance with Standing Order 14

20.16 Notice of meeting: - Shall be in accordance with Standing Order 6.

20.17 Quorum:- Shall be in accordance with Standing Order 8.

20.18 Order of Business: - Except as otherwise provided elsewhere in these Standing Orders, the order of business at the meeting shall ordinarily be:



- 20.18.1** - To appoint a person to preside at the meeting if the Chair and Deputy Chair fail to attend within 15 minutes of the published start time or are known to be absent or are going to attend more than 15 minutes after the published start time.
 - 20.18.2** - To deal with any business required by statute to be done before any other business.
 - 20.18.3** - To deal with the notified apologies for absence and any resolutions regarding apologies subject to Standing Order 9.
 - 20.18.4** - To receive any disclosures of personal and/or prejudicial interests from members in accordance with the Code of Conduct.
 - 20.18.5** - To allow members of the public to speak in accordance with Standing Order 15, provided the terms of reference for that Committee does not specifically prohibit public participation.
 - 20.18.6** - to approve the minutes of the last meeting(s) in accordance with Standing Order 10.
 - 20.18.7** - To deal with any business expressly required by statute to be done.
 - 20.18.8** - To note any action plan.
 - 20.18.9** - To note any relevant correspondence received.
 - 20.18.10** - note any relevant financial report.
 - 20.18.11** - To receive and consider reports, recommendations or motions from Sub-Committees, Advisory / Working Groups and Officers.
 - 20.18.12** - To consider written motions in the order in which they have been received and not withdrawn with reference to Standing Order 23
 - 20.18.13** - To dispose of any remaining business that is listed on the agenda.
-
- 20.19** The order of the agenda of a meeting may be altered depending on circumstances and by resolution of the Council.
 - 20.20** Taking of Minutes: - Shall be in accordance with Standing Order 11.
 - 20.21** Conduct: - Shall be in accordance with Standing Orders 26 and 30
 - 20.22** Voting: - Shall be in accordance with Standing Order 13.

21 WORKING GROUPS.

21.1 The Council, a Committee or Sub-Committee may appoint a Working Group whose terms of reference, scope and membership comprising of Councillors and/or non-Councillors, are determined by resolution of the Council, a Committee or Sub-Committee, unless there is a specific resolution by the Council only to the contrary.



21.2 The terms of reference for Working Groups are to be confined to being empowered to carry out fact-finding investigations and informal negotiations without assuming any authority of the Council as a corporate body and to do other work in order to be able to present recommendations or reports to Council, a Committee or a Sub-Committee as appropriate. Working Groups may not have any additional authority delegated to them.

21.3 The Council, a Committee or Sub-Committee shall determine the terms of office of a Councillor or non-Councillor member of such an Advisory / Working Group provided the appointment of non-Councillor is NOT prohibited by law}, to hold office no later than the next Annual Meeting.

21.4 The Chair of Working Group shall be elected at its formation first after the Council's Annual Meeting.

21.5 The number of Council members of each working group be capped to an appropriate number, and in any case no working group to exceed 5 Council members

21.6 The Advisory / Working Groups shall operate on an informal basis.

21.7 Their operation shall be outside the scope and requirements of the Local Government (Access to Information) Act and the Council's Standing Orders.

21.8 A Committee or Sub-Committee may only dissolve an Working Group that it convened by resolution at any meeting of the forming Committee or Sub-Committee..

21.9 The Council may dissolve an Advisory / Working Group by resolution at any meeting.

21.10 Date, Time and Location: - Unless pre-set by the forming Committee or the Council, the date and time shall be decided by the Chair of the Working Group in consultation with its members at a location that is deemed appropriate to hold such a meeting.

21.11 Notice of meeting: -

21.12 Advisory / Working Group meetings are arranged informally by its members, led by the Chair.

21.13 Notification to all members of a Working Group of a meeting shall be arranged by and carried out by the Chair of that Working Group

21.14 Order of Business: -

21.14.1 - Except as otherwise provided elsewhere in these Standing Orders, the order of business at the meeting shall be as determined by the Chair of the Working Group in consultation with its members.



21.15 Taking of Minutes and written records:

21.16 There shall be no formal minutes taken of the meeting.

21.17 The Chair or another member should make a written record of any actions or recommendations agreed amongst the group that reflects the opinion of its members subject to Standing order 21.19

21.18 If members of a working group cannot come to a settled agreed recommendation or report for Council then any recommendations or report should be qualified accordingly.

21.19 A written record of any recommendations or informal negotiations with any third party must be presented to the Proper Officer to be checked for lawfulness prior to presentation to the Council, Committee or Sub-Committee.

21.20 The Proper Officer must formally verify the outcomes of any informal negotiations with any third party prior to presentation to the Council, Committee or Sub-Committee.

21.21 The Proper Officer would ordinarily only attend Working Group meetings in order to offer advice when requested by the Chair or directed to do so by Council.

21.22 Conduct: - Shall be in accordance with Standing Orders 26 and 30

21.23 Voting:-

21.24 There will be no formal voting on any issues.

21.25 The chair may request a show of hands to gather a sense of feeling over an issue and/or recommendation for reporting purposes only.

22 MOTIONS NOT REQUIRING WRITTEN NOTICE.

22.1 All such motions must be moved AND seconded.

22.2 The following motions may be moved at a meeting without written notice to the Proper Officer.

22.2.1 - To appoint a person to preside at meetings.



- 22.2.2 -** To accept the reasons for absence and apologies of Councillors.
- 22.2.3 -** To approve the accuracy of the minutes of the previous meeting.
- 22.2.4 -** To correct any inaccuracies in the minutes of the previous meeting.
- 22.2.5 -** To dispose of business, if any, remaining from the last meeting.
- 22.2.6 -** To vary the order of business on the Agenda for reasons of urgency or expediency.
- 22.2.7 -** To proceed to the next business on the Agenda.
- 22.2.8 -** To defer consideration of a motion;
- 22.2.9 -** To require a written report from the Officer's.
- 22.2.10 -** To close or adjourn the debate.
- 22.2.11 -** To proceed to a vote by show of hands immediately.
- 22.2.12 -** To proceed to a vote by a secret ballot immediately.
- 22.2.13 -** To refer by formal delegation a matter to a Committee or to an employee.
- 22.2.14 -** To appoint a Committee, Sub-Committee, Advisory / Working Group.
- 22.2.15 -** To receive and accept nominations to a Committee, Sub-Committee, or Working Group.
- 22.2.16 -** To authorise legal deeds to be signed by two Councillors, and witnessed by the Proper Officer in accordance with Standing Order 29.
- 22.2.17 -** To amend a motion relevant to the original or substantive motion under consideration which shall not have the effect of nullifying it subject to Standing Order 25.
- 22.2.18 -** To withdraw a motion subject to Standing Order 25.
- 22.2.19 -** To extend the time limit for speeches.
- 22.2.20 -** to exclude the press and public from a meeting or part of a meeting in respect of confidential or other information which is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the motion.
- 22.2.21 -** To silence or exclude from the meeting a Councillor or a member of the public for disorderly conduct.
- 22.2.22 -** To suspend any Standing Order except those which are mandatory by law in line with Standing Order 2.3
- 22.2.23 -** To appoint representatives to outside bodies and make arrangements for those representatives to report back the activities of outside bodies.
- 22.2.24 -** To temporarily suspend or adjourn the meeting.
- 22.2.25 -** To close the meeting.



23 MOTIONS REQUIRING WRITTEN NOTICE.

See also Standing Order 7 (Agenda)

23.1 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 duties or an issue which specifically affects the Council's area or its residents.

23.2 Where motions are submitted by written notice and duly accepted by the Proper Officer and signed by more than two members the first two signatures listed shall be deemed to be those of the proposer and seconder. Seconders to notice of motion under this Standing Order shall be deemed to have given their consent to their name being used.

23.3 Motions which are submitted by written notice and duly accepted by the Proper Officer shall be limited to the number set by resolution by Council at the Annual Meeting. for inclusion on the agenda, provided the total number of written notices of motion for the Municipal Year does not exceed the maximum total of motions set by resolution of Council at the Annual Meeting in each municipal year.

23.4 Motions which are submitted by written notice and duly accepted by the Proper Officer will be listed in the agenda in the order in which the notices were received.

23.5 Motions which are submitted by written notice received after the set number allowed per meeting and or Municipal Year has been reached, will be returned by the Proper Officer to the proposers.

23.6 No motion requiring written notice 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 6 clear days before the meeting. For the definition of 'Clear days' see Standing Order 3.7

23.7 The Proper Officer may, before including a motion on the agenda, received in accordance with Standing Order 23.2 may correct obvious grammatical or typographical errors in the wording of the motion without referral back to the mover of the motion (and the seconder).

23.8 If the Proper Officer considers the wording of a motion received in accordance with Standing Order 23.2 is not clear in meaning, the motion shall be rejected until the mover of the motion re-submits it, so that it can be understood to the satisfaction of the Proper Officer, in writing, to the Proper Officer at least 3 clear days before the meeting. For the definition of 'Clear days' see Standing Order 3.7

23.9 If the wording or subject of a proposed motion is considered improper by the Proper Officer, the Proper Officer shall consult with the Chair 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.

23.10 The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.

23.11 Registration: -

23.12 Every notice of motion whether correctly delivered and accepted or not, will be registered by the Proper Officer in the order in which they were received and open to members' inspection after the deadline for receipt.

23.13 Motions that are rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

23.14 Withdrawal: -

23.15 Withdrawal of a written motion may be made by a written notice of withdrawal signed by the proposer and seconder, being delivered to the Proper Officer prior to the commencement of the meeting.

24 GENERAL PROCEDURES FOR DEALING WITH MOTIONS.

24.1 A motion where appropriate notice has been given must be formally moved and seconded at the relevant meeting by the proposer and seconder of the motion notwithstanding Standing Order 24.2.

24.2 In the case of a written motion submitted and not withdrawn in accordance with Standing Order 23, if the named proposer and/or seconder are not present or decline to move and/or second the motion then the motion may be moved and/or seconded by any Councillors present at the meeting.

24.3 If the motion is not moved or it is not seconded, then it will be treated as withdrawn and shall not be resubmitted for a period of six months.

24.4 Motions affecting employees of the Council:

24.5 If any question arises at a meeting of the Council or a Committee or a Sub-Committee or Advisory Committee or Working Group, concerning the appointment, promotion, dismissal, salary, conditions of service or conduct of any employee, such question shall not be the subject of any discussion until the meeting has decided



whether or not the power of exclusion under the Public Bodies (Admission to Meetings) Act 1960, shall be exercised.

25 RULES OF DEBATE.

25.1 Any power or duty of the Chair in relation to the conduct of a meeting shall be exercised by the person presiding at the meeting whose decision shall be final

25.2 A person who speaks at a meeting shall direct their comments to the chair of the meeting

25.3 A person wishing to speak must raise their hand (either physically or electronically) to indicate they wish to do so and wait for the Chair to permit them to speak.

25.4 Only one person is permitted to speak at a time. If more than one person wants to speak, the chair of the meeting shall direct the order of speaking.

25.5 Members shall direct their speeches only to the subject under discussion or to a personal explanation on a point of order and any person speaking shall address comments to the Chair.

25.6 Motions on the agenda shall be considered in the order that they appear unless the order is changed by resolution of the Council.

25.7 A motion (including an amendment) shall not be progressed unless it has been moved and seconded.

25.8 An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.

25.9 Only one amendment shall be moved at a time, the order of which shall be in the order in which they were proposed providing they are moved in accordance with these Standing Orders

25.10 One or more amendments may be discussed together if the chair of the meeting considers this expedient but each amendment shall be voted upon separately and in the order they were moved and in accordance with Standing Order 25.14

25.11 If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder. A Councillor shall not speak upon the said motion or amendment unless permission on the withdrawal of the motion or amendment has been refused



25.12 A Councillor may move an amendment to their own motion. If a motion has already been seconded, the amendment shall be with the consent of the seconder.

25.13 Pursuant to Standing Order 25.14 the number of amendments to the original or substantive motion, which may be moved by an individual Councillor, is limited to one.

25.14 If an amendment is carried, the original motion, as amended, shall take the place of the original motion and shall become the substantive motion upon which any further amendment may be moved.

25.15 The mover of a motion, or the mover of an amendment shall have a right of reply not exceeding 5 minutes.

25.16 A Councillor may not speak further in respect of one motion except to speak once on an amendment moved by another Councillor or to make a point of order or to give a personal explanation.

25.17 During the debate of a motion, a Councillor may interrupt but 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 is considered to have been breached or specify the irregularity in the meeting that is causing concern.

25.18 Excluding motions moved under Standing Order 25.17, the contributions or speeches by a Councillor shall relate only to the motion under discussion and shall not exceed 3 minutes without the consent of the chair of the meeting.

25.19 A point of order shall be decided by the Chair and the Chair's decision shall be final.

25.20 Subject to Standing Orders, when a Councillor's motion is under debate no other motion shall be moved except:



- 25.20.1** - to amend the motion.
- 25.20.2** - to proceed to the next business.
- 25.20.3** - to adjourn the debate.
- 25.20.4** - to put the motion to a vote.
- 25.20.5** - to ask a person to be silent or for him/her to leave the meeting in accordance with Standing Order 22.2.21
- 25.20.6** - to refer a motion to a Committee, Sub-Committee or Working Group for consideration.
- 25.20.7** - to exclude the press and the public.
- 25.20.8** - to adjourn the meeting.
- 25.20.9** - to suspend any Standing Order, except those which are mandatory, statutory or legal requirements in line with Standing Order 2.3
- 25.20.10** - to proceed, by a secret ballot, to determine the outcome by vote on a matter.

25.21 The Chair shall be satisfied that the substantive motion is seconded before it is debated and put to the vote.

25.22 The Chair shall call upon the mover of the motion under debate to exercise or waive his/her right of reply and shall put the motion to the vote after that right has been exercised or waived.

25.23 The adjournment of a debate or of the meeting shall not prejudice the mover's right of reply at the resumption.

26 DISORDERLY CONDUCT AT ANY MEETING.

26.1 No person shall obstruct the transaction of business at a meeting or behave offensively or improperly.

26.2 Upon anyone disregarding Standing Order 26.1, the chair of the meeting shall request such person(s) to moderate or improve their conduct.

26.3 any Councillor or the chair of the meeting may move that any person who breaches Standing order 26.1 shall be no longer heard or be excluded from the meeting in accordance with 22.2.21 and 25.20.5. The motion, if seconded, shall be put to the vote immediately without discussion.

26.4 If a resolution made under Standing Order 26.3 is ignored, the chair of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include:



- 26.4.1 -** temporarily suspending the meeting or
- 26.4.2 -** closing the meeting or
- 26.4.3 -** having the offending person(s) removed from the meeting and premises by an appropriate authority.

27 RESCISSION OF PREVIOUS RESOLUTIONS.

27.1 A resolution (whether affirmative or negative) of the Council shall not be reversed within six months except either by:-

27.1.1 - A special motion, the written notice of which bears the names of at least a third of the membership of the Council,

27.1.2 - or

27.1.3 - A motion moved in pursuance of the report or recommendation of a Committee or on a report from the Proper Officer that clearly demonstrates that significant new information has come to light that was not known at the time of the original decision. The justification for doing so must be made clear in any motion and minuted as such.

27.2 When a special motion or any other motion moved in accordance with Standing Order 27.1, has been disposed of, no similar motion may be moved within an additional six months.

28 FINANCIAL MATTERS.

28.1 Expenditure: - Any expenditure incurred by the Council shall be in accordance with the Council's financial regulations which shall be reviewed annually.

28.2 Financial Regulations: - The Council shall consider and approve from time to time the Financial Regulations drawn up by the RFO which shall be considered to form part of the standing orders of the Council and shall include detailed arrangements in respect of the following:

28.3 the accounting records and systems of internal control.

28.4 the assessment and management of financial risks faced by the Council.

28.5 the work and the receipt of regular reports, which shall be required at least annually from the Internal Auditor.



28.6 the inspection and copying by Councillors and local electors of the Council's accounts and/or orders of payment.

28.7 the Council's financial regulations may make provision for the authorisation of the payment of money in exercise of any of the Council's functions to be delegated to a Committee, sub-Committee or to an employee.

28.8 procurement policies including the setting of values for different procedures where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time with regards to the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016.

28.9 The RFO shall Report to Council in line with the requirements laid out in the Financial Regulations.

28.10 Formal tender process:- The Councils formal tendering process shall be set out in the Council's Financial Regulations which shall be considered part of the Standing Orders of the Council.

29 EXECUTION AND SEALING OF LEGAL DEEDS.

29.1 A legal deed shall not be executed on behalf of the Council unless the same has been authorised by a resolution.

29.2 Two members of the Council may sign on behalf of the Council, one of whom must be the Chair (or Deputy Chair in their absence), **any deed required by law and the Proper Officer shall witness their signatures.**

30 MEMBERS' CONDUCT.

30.1 Councillors shall always conduct themselves within the requirements of The Local Authorities (Model Code of Conduct) (Wales) Order 2008 and any subsequent



amendments made by Welsh Government.¹ The code of conduct is thus adopted by the Council

30.2 A Councillor or a non-Councillor with voting rights who has a personal or prejudicial interest in a matter being considered at a meeting which limits or restricts their right to participate in a discussion or vote on that matter is subject to obligations in the code of conduct adopted by the Council and must abide by them at all times.

30.3 Councillors will make efforts to avoid pre-determination or the appearance of pre-determination in line with the Code of conduct.

30.4 Councillors shall, in conducting the business of the Council, undertaking the role of member thereof to which they were elected or co-opted, and acting as a representative of the Council, observe and adhere to its Code of Conduct.

30.5 A Councillor's failure to observe Standing Orders more than three times in one meeting may result in that Councillor being excluded from the remainder of the meeting.

30.6 Canvassing Councillors or the members of a Committee or Sub-Committee, directly or indirectly, for appointment to or by the Council shall disqualify the candidate from such an appointment. The Proper Officer shall disclose the requirements of this Standing Order to every candidate.

30.7 A Councillor or a Member of a Committee or Sub-Committee shall not solicit a person for appointment to or by the Council or recommend a person for such appointment or for promotion; but, nevertheless, any such person may give a written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.

30.8 This Standing Order shall apply to tenders as if the person making the tender were a candidate for an appointment.

30.9 Unless authorised by a resolution, no individual Councillor shall in the name or on behalf of the Council, a Committee, Sub-Committee or working group:-

¹ Note only - A statutory guidance is issued by the Public Services Ombudsman for Wales under Section 68 of the Local Government Act 2000 for elected, co-opted and appointed members of Community and Town Councils,

link: <https://www.ombudsman.wales/wp-content/uploads/2018/03/Code-of-Conduct-Community-Councils-August-2016-ENGLISH.pdf>



- 30.9.1** - inspect any land and/or premises which the Council has a right or duty to inspect; or
- 30.9.2** - issue orders, instructions or directions.
- 30.9.3** - Speak with the authority of the Council or represent themselves as having the authority of the Council to others.

31 CODE OF CONDUCT AND DISPENSATIONS

31.1 Councillors and non-Councillors with voting rights shall observe the code of conduct adopted by the Council.

31.2 All Councillors and non-Councillors with voting rights shall undertake training in the code of conduct within six months of the delivery of their acceptance of office form.

31.3 Dispensation requests shall be in writing and submitted to the standards Committee of the Rhondda Cynon Taf as soon as possible before the meeting that the dispensation is required for.

32 CODE OF CONDUCT COMPLAINTS

32.1 Upon notification by the Public Services Ombudsman for Wales 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 report this to the Council.

32.2 Where the notification in standing order **32.1** relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chair of Council of this fact, and the Chair shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined.

32.3 The Council may:

- 32.3.1** - provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
- 32.3.2** - seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- 32.3.3** - indemnify the Councillor or non-Councillor with voting rights in respect of their related legal costs and any such indemnity is subject to approval by a meeting of the Council



33 CO-OPTION PROCESS IN THE EVENT OF A COUNCIL VACANCY NOT REQUIRING AN ELECTION

33.1 Once a notice of casual vacancy has been issued by the local authority, AND the local authority has notified the council that the deadline for the calling of an election has passed with no such election being necessary then the Proper Officer should begin the co-option process without unnecessary delay.

33.2 The co-option process shall be as follows:

33.2.1 - The Proper Officer shall issue a notice of co-option to the public to be posted on notice boards, the council's website and social media. The notice shall provide details of how to obtain an application form, the deadline for applications and the date of the meeting where the matter is to be considered.

33.2.2 - Interested parties will be provided with an application form comprising the statutory qualification element and a discretionary question element. Candidates will be informed that if they wish to give a personal statement to the meeting they may, and will be informed that it is expected that they will attend this meeting and they will be expected to answer any questions regarding their application during the meeting.

33.2.3 - No applications received following the published deadline will be accepted.

33.2.4 - Following the deadline all applications will be forwarded to members in good time prior to the meeting.

33.2.5 - Councillors may submit questions in writing to the Clerk only to seek clarification on answers given in an applicant's application form. Any questions submitted and found to be in order by the Clerk are to be asked by the Chair of the Council (or the chair of the meeting should they be absent). All questions to be submitted in writing to the Clerk at least 24 hours prior to the start of the meeting.

33.2.6 - During the meeting to consider the matter:

33.2.6.i - Candidates will be invited to give a brief personal statement if they have elected to do so (2 minutes max).



33.2.6.ii - The Chair will ask any questions in line with 33.2.5

33.2.6.iii - •A vote will take place to determine which candidate will be co-opted to fill the vacant seat.

33.2.6.iv - The vote will comprise a show of hands with the name of the person with the least number of votes being removed from the list and a new vote taken. The process will continue until there are 2 persons remaining. Any tie shall be settled by the Chair's casting vote.

33.2.6.v - The declaration of office to be signed in the presence of the Clerk, which may be at a later date but before the next meeting of the Council.

33.2.6.vi - Following the vote, the Clerk will arrange with the successful candidate to complete the declaration of acceptance of office form, personal information sheet, register of interests form and any other relevant paperwork

33.2.6.vii - Should the candidate fail to sign their declaration of acceptance of office form by the time of the next meeting of Council (unless resolved otherwise) or by any other statutory date then the process will be repeated, excluding that candidate.

33.2.6.viii - The successful candidate will be provided with the Council induction pack which comprises the following:

33.2.6.ix - The Good Councillors guide.

33.2.6.x - The Schedule of the code of Conduct.

33.2.6.xi - The Ombudsman's guide to the code of conduct.

33.2.6.xii - Code of Conduct online training slides.

33.2.6.xiii - A list of available training courses.

33.2.6.xiv - The Council's standing orders.

33.2.6.xv - The Council's financial regulations.

33.2.6.xvi - Relevant policies of Council.

33.2.6.i - Ongoing advice and training will be provided by the Officers of the Council.

34 WELSH LANGUAGE SCHEME AND USE OF THE WELSH LANGUAGE



34.1 Councillors and employees shall adhere to the requirements of any Welsh Language Scheme made by the Council under the Welsh Language Act 1993 and approved by the Welsh Language Board.

34.2 The Council shall conduct the business at its meetings in the English language.

35 HUMAN RIGHTS

35.1 So far as it is possible, legislation must be read and given effect in a way which is compatible with the rights and fundamental freedom referred to in the European Convention of Human Rights set out in the 1998 Act and it is therefore, generally unlawful for a public authority to act in a way which incompatible with a Convention Right. The Council shall, therefore, have regard to human rights principles when making decisions affecting people's rights.

36 UNITED NATIONS CONVENTION ON THE RIGHTS OF THE CHILD (UNCRC)

36.1 The Council will in its decision making uphold the principles articles 1 to 41 of the UNCRC.

36.2 The Council in its decision making will where possible follow the principles of articles 42 to 54 in its governance procedures.

37 RESPONSIBILITIES TO PROVIDE INFORMATION.

37.1 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.

38 RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION

38.1 All policies and procedures relating to Data Storage (electronic and paper records), Protection and the giving of information via an SAR or FOI request shall be compliant with the requirements of the Data Protection Act 2018 and any subsequent changes of legislation and the guidance offered by the Information Commissioner.

38.2 The Council may appoint a Data Protection Officer.

38.3 The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning their personal data.



38.4 The Council shall have a written policy in place for responding to and managing a personal data breach.

38.5 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.

38.6 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.

38.7 The Council shall maintain a written record of its processing activities.

38.8 Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.

39 RELATIONS WITH THE PRESS/MEDIA

39.1 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.

40 VARIATION, REVOCATION AND SUSPENSION OF STANDING ORDERS

40.1 Any Standing Order may be suspended except those which are mandatory, statutory or legal requirements, by resolution of the Council, in relation to any specific item of business, subject to the vote thereon being carried by at least two-thirds of the members present and voting on the motion.

40.2 Standing Order 38.1 equally applies at Committee and Sub-Committee meetings.

41 POSSESSION OF STANDING ORDERS.

41.1 The Proper Officer shall provide a copy of the Council's Standing Orders to:

41.2 a Councillor following delivery of his/her Declaration of Acceptance of Office.

41.3 an employee on his/her appointment.

41.4 The Proper Office shall follow Standing Order 40.1 as soon as practical after the Council has adopted an amendment to or a revision of Standing Orders



42 END OF STANDING ORDERS



LLANHARAN COMMUNITY COUNCIL ***CYNGOR CYMUNED LLANHARAN***

2A Chapel Road, Llanharan, Pontyclun, CF72 9QA 01443 231430

Review of TRAINING PLAN: 2024/25 – 2025/26

Plan approved: Sept 2024

Minute reference: 2024/221

Background to annual review

Llanharan Community Council has a statutory duty under section 67 of the Local Government and Elections (Wales) Act 2021 to implement a plan setting out what it proposes to do to address the training needs of councillors and employees.

The training plan was prepared based on guidance issued by One Voice Wales and the Society of Local Council Clerks. Councillor roles and employee roles have been assessed by reference to a set of core competencies for each role. This assessment has enabled the Council to prioritise its resources to enable all roles within the Council to be supported by a well thought out approach to its training and development needs. The commitment contained in this training plan will assist the Council to enhance its approach to the delivery of high-quality services to its community. The plan will be reviewed at least on an annual basis to ensure that it remains fit for purpose and accounts for the changing needs of councillors and employees as well as any turnover of councillors or employees.

The purpose of the training plan is to ensure that collectively, councillors and employees possess the knowledge and awareness needed for the Council to operate effectively. It is not necessary for all councillors and employees to have received the same training and develop the same expertise.

A new training plan must be put in place after each ordinary election of community and town councillors to reflect the training needs resulting from changes to council membership and to provide for the election of new councillors. This is the Community Council's first training plan but hereinafter it will review the plan from time to time to keep it up to date and relevant.

In regards to council employees, annual performance reviews identify individual training opportunities. To determine councillors' immediate training priorities an initial training needs analysis has been made of the essential skills needed and an assessment made as to whether the Council feels there is sufficient coverage and depth across the Council for it to operate effectively.

The Clerk's will help guide and support new members during the first 6 to 12 months of their term of office. A further assessment of councillor training needs

will be conducted later in the financial year, when new councillors have had more time to settle-in and have become fully accustomed with their roles and responsibilities.

Notwithstanding this, there are core areas to address to ensure the Council has sufficient skills and understanding. These are:

- Basic Induction for Councillors.
- The Code of Conduct for members of local authorities in Wales.
- Financial Management and Governance.

In addition to these areas, the Council will want to consider if there are new challenges and opportunities it may wish to explore for example, such as those offered by the General Power of Competence. In which case it may decide there are new skills for councillors and employees to attain going forward from the publication of this inaugural training plan.

This training plan identifies initial requirements and is a snapshot of the training needs at this point in time. The plan will be revisited and updated periodically over the next five years and leading up to the next set of local government ordinary elections planned for May 2027.

The training plan is published on the Council Website.

The Council's training plan is set out in the following tables.

Training completed by current Councillors is listed at the bottom of this document. (Note: The list is not exhaustive and may not cover any training completed prior to 2021. Should any members have evidence of any training completed but not listed in this period, please contact the Clerk so the record can be updated).

Member training					
WHO	WHAT	HOW	WHEN	COMMENTARY	REVIEW 25 OUTCOME
All councillors	Basic in-house induction to the Council	Induction pack and one to one advice/support delivered by Clerk.	At point of election/co-option	<p>Basic induction providing an overview and understanding of how the Council operates. A member information pack was issued to all new Councillors to support the induction Program incorporating the following:</p> <ul style="list-style-type: none"> -Financial regulations. -Standing orders. -Good Councillor's guide. -Schedule of code of conduct. -Ombudsman's guide to code of conduct. -OVW Code of conduct online training pack -Declaration of acceptance of office - Councillor personal information sheet - Register of members interest form. - Vexatious policy 	Completed or in progress for new members
All councillors	OVW training module – 'New Councillor induction'	Formal training	Within 6 months of taking office (new councillors)		Proposed (for any members joining post May 24)
All councillors	OVW training module 1 – The Council	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • The Council as a Corporate Body • The "Team" of Members and Staff • The Council's Role • Working with Unitary Authorities 	Proposed for all non-county borough members who have not completed minus those who have self-

				<ul style="list-style-type: none"> • Building Partnership Working 	assessed as not required and those who have not already attended (9)
All councillors	OVW training module 2 – The Councillor	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • The Councillor and their Commitment • Register of Interests • Code of Conduct and Ethical Behaviour • Monitoring Officers and Standards Committees • Debating and Making Decisions • Representing Your Electorate • Building Bridges 	Proposed for all non-county borough members who have not completed minus those who have self-assessed as not required and those who have not already attended (9)
All councillors	OVW training module 4 – Understanding the law	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • Statutory duties and powers • Ultra Vires • The Powers of Delegation • Welsh Language Act • The duty to promote Equal Opportunities 	Proposed for 33% of members upon request minus one member who has attended. (4)

				<ul style="list-style-type: none"> • Data Protection and FOI Act • Sources of advice 	
All councillors	OVW training module 7 – Health & Safety	Formal training	Over financial years 2024/25 and 2025/26	To explore the legal obligations of Councils and to highlight the processes and procedures that need to be in place to ensure compliance.	Proposed For 33% of members upon request minus one member who has attended (4).
All councillors	OVW training module 9 – Code of conduct	Formal training	Over financial years 2024/25 and 2025/26	<p>A highly interactive and informative module that enables participants to understand the Nolan principles of public life and develop a more in-depth knowledge of the Code of Conduct and how it applies to local Councillors.</p> <p>The module specifically covers the following:</p> <p>The Nolan Principles What Councillors must do and must not do Personal/Prejudicial interests Predetermination & Predisposition How the Code is Policed</p>	Proposed for non-county borough members who have not completed minus those who have self-assessed as not required and those who have not already attended (9)
Council and Committee Chairs	OVW training module 5 – The Council meeting	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • Calling meetings • Types of meetings • Standing Orders 	Proposed for 33% of members upon request (5)

				<ul style="list-style-type: none"> • Agendas • Conducting the meeting • Passing resolutions • Recording proceedings 	
Council and Committee Chairs	OVW training module 10 – Chairing skills	Formal training	Over financial years 2024/25 and 2025/26	To explore the role of the Chair and to consider the associated issues and highlight effective approaches to effective chairing of meetings	Proposed for all Council and Committee Chair's and Deputy Chairs . Taking into account those current chairs and deputies who have already attended = 5 (Est 3 tbc)
Members of the Audit Committee	OVW training module 6 – Local government finance	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • The Role of the Responsible Finance Officer • Accounting and Strategy Guidance • Financial Regulations and Risk Assessment • Budgets and Precepts • Internal and External Audit • Insurance 	Proposed for members of Audit committee (5)

				<ul style="list-style-type: none"> • Income and Expenditure Powers • Other Sources of Income 	
Members of the Audit Committee	OVW training module 21 – Understanding local government finance - Advanced	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • Governance and Accountability • Roles and Responsibilities • The Annual Governance Statement • The Statement of Accounts • Internal Controls and their Review • Compliance with the Law • The Rights of Electors • Risk Assessment • Internal Audit • Liabilities and Commitments • Trust Funds • Reserves and Provisions • Investments 	Proposed for members of Audit Committee except one member who has already attended (4)
Members of the Human Resource Committee	OVW training module 3 – The council as an employer.	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • Contracts of Employment • Role and Person Specification • Recruitment and Retention 	Proposed for members of HR Committee (5)

				<ul style="list-style-type: none"> • Discipline, Grievance and Appeals • Health and Safety • Training and Development • Sources of Advice 	
Members of the Human Resource Committee	OVW training module 18 – Managing staff	Formal training	Over financial years 2024/25 and 2025/26	To provide an insight into the ways in which Councils can arrange for the effective management of their staff.	Proposed for members of HR Committee (5)
Members of the Community engagement committee	OVW training module 8 – Introduction to Community engagement	Formal training	Over financial years 2024/25 and 2025/26	The aim of this introductory module is to explore what is meant by the term ‘community engagement’ and how councils and Councillors can improve how they engage with the communities they serve. Using an interactive approach, the module explores why, how and where Councillors currently engage with their communities. The session includes a brief overview of key public policy in relation to community engagement and covers the key elements and terminology of community engagement. There is an opportunity for Councillors to share and learn from their personal experiences and the session ends with a community engagement planning exercise.	Proposed for members of CEC (5)
Members of the Community engagement committee	OVW training module 13 – Community engagement Part 2 (Tools and techniques)	Formal training	Over financial years 2024/25 and 2025/26	To provide an insight into the way in which Councils can build on community engagement approaches and provide real leadership to help their communities and towns grow and thrive.	Proposed for members of CEC (5)

Staff training					
The Clerk and / or Deputy Clerk	Certificate in Local Council Administration (CiLCA)	Formal Qualification	Financial year 2025/26	<p>The CiLCA qualification is the SLCC recognized formal qualification for Council Officers.</p> <p>The qualification provides a broad knowledge of all the aspects of a clerk's work including roles and responsibilities, the law, procedures, finance planning and community involvement.</p> <p>CiLCA has been tailored to meet the occupational standards for clerks and chief officers of a local council.</p> <p>The Clerk being CiLCA qualified is one of the requirements for a council to achieve the General power of competence.</p>	Proposed for the Clerk (1)
The Clerk and/or Deputy Clerk	OVW training modules 1-10 Plus modules 13-20 and module 22.	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)
The Responsible Financial Officer (RFO)	OVW training modules 6 and 21.	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)
Senior grounds-person	Manual handling	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)
Senior grounds-person	Hand-Arm Vibration training.	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)
Senior grounds-person	Lone worker safety	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)

ESTIMATED COSTS OF THE TRAINING FOR MEMBERS IN EACH FINANCIAL YEAR FOR THE CURRENT COUNCIL TERM TO MAY 2027 (To be included in the annual budget for each of the remaining financial years of the term):

(This table to include the amount in the current 2024/25 budget)

Note: This analysis assumes no change of membership of the council and assumes a total of 4 chairs (for 6 positions).

It also assumes a 75% take up of the training by members

Financial Year	Amount to be included in the budget at 2024 Prices	Comments
2024/25	£1,080	Comprising all costs for training detailed above for members training split over 2 years. Note 2024/25 budget is £750 for member training so virements from general reserves would be required to meet this plan should all training be completed.
2025/26	£1,080	Comprising all costs for training detailed above for members training split over 2 years.

Note: Members to arrange their own training in line with this plan, informing the Clerk accordingly. Where limited spaces are allocated by the plan then members to check with the Clerk prior to booking.

ESTIMATED COSTS OF THE TRAINING FOR STAFF IN EACH FINANCIAL YEAR FOR THE CURRENT COUNCIL TERM TO MAY 2027 (To be included in the annual budget for each of the remaining financial years of the term):

(This table to include the amount in the current 2024/25 budget)

Note: This analysis assumes no change of staff headcount or staff turnover.

It also assumes a 75% take up of the training by staff

Financial Year	Amount to be included in the budget at 2024 Prices	Comments
2024/25	£605	Comprising all costs for training detailed above for staff training split over 2 years. Note 2024/25 budget is £750 for staff training so no virements from general reserves would be required to meet this plan should all training be completed over 2 years.
2025/26	£1,6056	Comprising all costs for training detailed above for staff training split over 2 years. Plus CILCA

Current training log (At 21.5.2025)

Member	Training	Date
Mark Steer	Biodiversity Part 1 – Module 25	May 25
	Code of Conduct – Module 9	June 25
	Chairing Skills – Module 10	August 23
	RCT Code of Conduct Training	June 22
Claire Morgan	New Councillor Induction	November 24
	Code of Conduct – Module 9	February 25
Rhys.A.Jenkins	New Councillor Induction	March 25

Neil Feist	Making Effective Grant Applications – Module 7	Aug 24
	Chairing Skills – Module 10	Sept 23
	The Councillor as an Employer – Module 3	Sept 23
	Health and Safety – Module 7	August 23
	RCT Code of Conduct	June 22
David Evans	Chairing Skills – Module 10	July 23
Chris Parker	Advanced Local Government Finances – Module 21	Dec 21
Janine Turner	The Councillor – Module 2	Jan 22
	Chairing Skills – Module 10	Dec 21
Will Thomas	Role of a Councillor	Date N/K
	Assessing Planning Applications	Date N/K
	RCT Code of Conduct Training	June 22
Geraint Hopkins	RCT Code of Conduct Training	June 22

Staff Member	Training	Date
Leigh Smith	The Council as an Employer – Module 3	Sept 23
	The Council Meeting – Module 5	August 23
	Chairing Skills – Module 10	August 23
	Legionella responsibilities of a Duty Holder	August 24



Llanharan Community Council

FINANCIAL REGULATIONS

Version 4.2

These Financial Regulations were approved by the council at its meeting on 16th May 2024. Minute ref AM2024/020

An edit was made to produce V4.2 at the Council meeting held on 20th June 2024 Minute ref 2024/139.

Acknowledgment to One Voice Wales as this policy is based upon their model Financial Regulations Wales 2019 document.



Contents

1. GENERAL	5
2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)	8
3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING	10
4. BUDGETARY CONTROL AND AUTHORITY TO SPEND	11
5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS.....	13
6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS.....	14
9. INCOME	21
10. ORDERS FOR WORK, GOODS AND SERVICES.....	22
11. CONTRACTS.....	22
13. PAYMENTS UNDER CONTRACTS FOR BUILDING OR OTHER CONSTRUCTION WORKS	28
14. STORES AND EQUIPMENT	28
15. ASSETS, PROPERTIES AND ESTATES	28
16. INSURANCE	30



17.	CHARITIES	30
18.	RISK MANAGEMENT	30
19.	SUSPENSION AND REVISION OF FINANCIAL REGULATIONS.....	31



Statement:

The Responsible Financial Officer (RFO) and the Clerk of the Council are for the purpose of this document the Proper Officers of the Council.

In the context of these Financial Regulations the terms:

1. “RFO” refers to the Responsible Financial Officer.
2. “A.M.” refers to Annual Meeting.
3. “the Chair” refers to **the** Chairperson of the Council and or **the** Chairperson of a Committee, Sub-committee, Working Group or any other body that the Council forms to carry out its functions effectively.
4. “the Deputy Chair” refers to **the** Deputy Chairperson of the Council and or **the** Deputy Chairperson of a Committee, Sub-committee, Working Group or any other body that the Council forms to carry out its functions effectively.
5. “RCTCBC” refers to Rhondda Cynon Taf County Borough Council.

1. GENERAL

- 1.1. These Financial Regulations govern the conduct of financial management by the Council and may only be amended or varied by resolution of the Council. Financial regulations are one of the Council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the Council's standing orders and any individual financial regulations relating to contracts.
- 1.2. The Council is responsible in law for ensuring that its financial management is adequate and effective and that the Council has a sound system of internal control which facilitates the effective exercise of the Council's functions, including arrangements for the management of risk.
- 1.3. The Council's accounting control systems must include measures:
 - a. for the timely production of accounts,
 - b. that provide for the safe and efficient safeguarding of public money,
 - c. to prevent and detect inaccuracy and fraud and
 - d. identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the Council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the Council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. Deliberate or willful breach of these Regulations by an employee may give rise to disciplinary proceedings.
- 1.7. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of Councillor into disrepute and may represent a breach in the Councillor's Code of Conduct.

- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the Council. The RFO has been appointed for this Council and these regulations will apply accordingly.
- 1.9. The RFO:
- a. acts under the policy direction of the Council.
 - b. administers the Council's financial affairs in accordance with all Acts, Regulations and proper practices,
 - c. determines on behalf of the Council its accounting records and accounting control systems,
 - d. ensures the accounting control systems are observed,
 - e. maintains the accounting records of the Council up to date in accordance with proper practices,
 - f. assists the Council to secure economy, efficiency and effectiveness in the use of its resources and
 - g. produces financial management information as required by the Council.
- 1.10. The accounting records determined by the RFO shall be sufficient to show and explain the Council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments comply with the Accounts and Audit (Wales) Regulations and to prepare additional or management information, as the case may be, to be prepared for the Council from time to time.
- 1.11. The accounting records determined by the RFO shall in particular contain:
- a. entries from day to day of all sums of money received and expended by the Council and the matters to which the income and expenditure or receipts and payments account relate,
 - b. a record of the assets and liabilities of the Council and
 - c. wherever relevant, a record of the Council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

- a. procedures to ensure that the financial transactions of the Council are recorded as soon as reasonably practicable and as accurately and reasonably as possible,
- b. procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records,
- c. identification of the duties of officers dealing with financial transactions and
- d. division of responsibilities of those officers in relation to significant transactions,
- e. procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the Council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- f. measures to ensure that risk is responsibly and effectively managed.

1.13. The Council is not empowered by these Regulations or otherwise to delegate certain specified decisions. Any decision regarding:

- a. setting the final budget or the precept (Council Tax Requirement),
- b. approving accounting statements,
- c. approving an annual governance statement,
- d. borrowing,
- e. writing off bad debts,
- f. addressing recommendations in any report from the internal or external auditors.

1.14. In addition, the Council must:

- a. determine and keep under regular review the bank mandate for all Council bank accounts.

- b. approve any general grant, usually based upon the recommendations made by the Audit Committee at either of its twice yearly meetings (dates specified at the Annual Meeting) when such matters are usually decided upon.
 - c. Approve any CIL grant regardless of value, usually based upon the recommendations made by the CIL Committee at any of its periodic meetings.
 - d. approve a single expected expenditure in excess of £3,000 prior to commitment and
 - e. in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.
- 1.15. In these financial regulations, references to the Accounts and Audit (Wales) Regulations or “the regulations” shall mean the regulations issued under the provisions of section 39 of the Public Audit (Wales) Act 2004, or any superseding legislation and then in force unless otherwise specified.
- 1.16. In these financial regulations the term ‘proper practice’ or ‘proper practices’ shall refer to guidance issued in Governance and Accountability for Local Councils in Wales - A Practitioners’ Guide issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of One Voice Wales (OVW) and SLCC as appropriate.

2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)

- 2.1. All accounting procedures and financial records of the Council shall be determined by the RFO in accordance with the Accounts and Audit (Wales) Regulations, appropriate guidance and proper practices.

On a regular basis, at least once in each quarter, and at each financial year end, the Audit Committee shall be presented with bank reconciliations for all accounts produced by the RFO. The RFO will highlight any unreconciled items or other anomalies. The Committee shall, by resolution approve the reconciliations as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Council.

- 2.2. The RFO shall complete the annual statement of accounts, annual report and any related documents of the Council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the Council within the timescales set by the Accounts and Audit (Wales) Regulations.
- 2.3. The Council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the Council shall make available such documents and records as appear to the Council to be 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 for that purpose.
- 2.4. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the Council in accordance with proper practices.
- 2.5. The internal auditor shall:
- a. be competent and independent of the financial operations of the Council,
 - b. report to Council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year,
 - c. to demonstrate competence, objectivity, independence and be free from any actual or perceived conflicts of interest, including those arising from family relationships and
 - d. not be involved in the financial decision making, management or control of the Council.
- 2.6. Internal or external auditors may not under any circumstances:
- a. perform any operational duties for the Council,
 - b. initiate or approve accounting transactions or
 - c. direct the activities of any Council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor

- d. For the avoidance of doubt, in relation to internal audit the terms “independent” and “independence shall have the same meaning as is described in proper practices.

- 2.7. 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 statements of account required by Public Audit (Wales) Act 2004, or any superseding legislation, and the Accounts and Audit (Wales) Regulations.
- 2.8. The RFO shall, without undue delay, bring to the attention of all Councillors any correspondence or report from internal or external auditors.

3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING

- 3.1. Each committee that has been delegated a budget shall review its three-year forecast of expenditure, receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the Audit Committee not later than the end of November each year including any proposals for revising the forecast.
- 3.2. The RFO must each year, by no later than the end of December, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the Audit Committee for the recommendations thereof to be considered by Council, by no later than the end of January in the same financial year.
- 3.3. The Council shall consider annual budget proposals in relation to the Council’s three year forecast of expenditure, receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.
- 3.4. The Council shall fix the precept (Council tax requirement), and relevant basic amount of Council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

- 3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

- 4.1. Expenditure on items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- a. the Council for any item costing £1,501 or more except where previously and specifically delegated to a committee.
- b. the Proper Officer, in conjunction with Chair of Council or Chair of the appropriate committee with a delegated budget, for any item costing between £250 and £1,500
- c. the Proper Officer for any sundry item up to £250 except for an item or service purchased under the conditions of *Regulation 4.9*

See also 4.9 with regards to authority of the Proper Officer to spend in emergency circumstances relating to extreme risk to the delivery of Council services.

- 4.2. Such authority is to be evidenced by a meeting minute recording a resolution of Council or the appropriate Committee, or in the case of *Regulation 4.1.b.*, an email or other verifiable form of electronic communication between the Proper Officer and the appropriate Chair. All payments made will be reported to Council in a subsequent Council meeting.
- 4.3. Contracts may not be disaggregated to avoid controls imposed by these regulations.
- 4.4. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the Council, or duly delegated committee.
- 4.5. During the budget year and with the approval of Council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').

- 4.6. Unspent provisions in the budgets for completed projects shall not be carried forward to a subsequent year.
- 4.7. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a schedule approved by both the HR Committee and Audit Committee for presentation to Council as part of the normal budget setting process.
- 4.8. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.
- 4.9. In cases of extreme risk to the delivery of Council services, the Proper Officer may authorise revenue expenditure on behalf of the Council which in the Proper Officer's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work whether or not there is any budgetary provision for the expenditure, subject to a limit of £1,500. The Proper Officer shall report such action to the Chair of the Council as soon as possible and to the Council as soon as practicable thereafter.
- 4.10. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the Council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.
- 4.11. All capital works shall be administered in accordance with the Council's standing orders and financial regulations relating to contracts.
- 4.12. The RFO shall regularly provide the Audit committee or Full Council or such committee has directed by resolution of the Council for the purpose of scrutiny, a statement of receipts and payments to date under each head of the budget, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose, "material" shall be in excess of 10% of the budget.
- 4.13. If presented to the Audit Committee or such committee as directed by resolution of the Council then that committee shall make its observations known to the next available Council meeting.
- 4.14. Changes in earmarked reserves shall be approved by Council as part of the budgetary control process.

5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS

- 5.1. The Council's banking arrangements, including the bank mandate and any investment accounts or other financial instruments, shall be made by the RFO and approved by the Council.
- 5.2. Banking arrangements may not be delegated to a committee.
- 5.3. They shall be regularly reviewed for safety and efficiency.
- 5.4. Spending authority and evidence of such should be in compliance with *Regulation 4.1 and 4,2*
- 5.5. All payments made under specific resolution of Council or covered under *Regulation 5.4* will be made by the RFO as per *Regulation 5.9* and reported to Council in a subsequent Council meeting.
- 5.6. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the Council, or a committee or a clause of these financial regulations to the appropriate values.
- 5.7. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading.
- 5.8. The RFO shall have the delegated authority to take all steps to raise payment:
- 5.9. of all invoices submitted which are in order and where a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998 or the due date for payment is before the next scheduled Meeting of Council and/or delegated committee and/or where the RFO certifies that there is no dispute or other reason to delay payment provided a list of such payments shall be submitted to the next appropriate meeting of Council and/or authorised committee;
- 5.10. of an expenditure item authorised under 5.12 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of Council;

- 5.11. fund transfers within the Councils banking arrangements up to the sum of £50,000 provided that a list of such payments shall be submitted to the next appropriate meeting of the Council.
- 5.12. For each financial year the RFO may draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively, Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like) for which Council or a duly authorised committee, may authorise payment by resolution for the year provided:
- 5.13. that the requirements of *Regulation 4.1* (Budgetary Controls) are adhered to.
- 5.14. A list of any such payments made is reported to the next appropriate meeting of Council and approved by resolution on each and every occasion - thus controlling the risk of duplicated payments being authorised and / or made.
- 5.15. Members are subject to the Code of Conduct that has been adopted by the Council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable or other interest, unless a dispensation has been granted.
- 5.16. The Council may aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.
- 5.17. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) shall be summarised to remove public access to any personal information.

6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

- 6.1. The Council will make safe and efficient arrangements for the making of its payments.
- 6.2. Following authorisation under *Regulation 5* above, the Council, a duly delegated committee or, if so delegated, the Proper Officer shall give instruction that a payment shall be made.

- 6.3. All payments shall, where possible and practical effected by electronic transfer (online banking, BACs, CHAPS) or by credit card or by cheque or other instructions to the Council's bankers, or otherwise, in accordance with a resolution of Council or duly delegated committee.
- 6.4. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
- 6.5. If thought appropriate and in accordance with *Regulation 5*, payment by cheque:
- a. signed by two authorised signatories where at least one of which must be a Councillor.
 - b. to indicate agreement of the details shown on the cheque for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
 - c. all such payments shall be reported to the Council at the next convenient meeting.
- 6.6. If thought appropriate and in accordance with *Regulation 5*, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided:
- a. that the instructions are signed or otherwise evidenced by two authorised signatories where at least one of which must be a Councillor, are retained.
 - b. all such payments as made shall be reported to the Council at the next convenient meeting.
 - c. The approval of the use of a variable direct debit shall be renewed by resolution of the Council at least every two years.
- 6.7. If thought appropriate and in accordance with *Regulation 5*, payment for certain items (principally salaries) may be made by banker's standing order.
- a. provided that the instructions are signed, or otherwise evidenced by two authorised signatories where, at least one of which must be a Councillor are retained.

- b. all such payments as made shall be reported to the Council at the next convenient meeting.
- c. the approval of the use of a banker's standing order shall be renewed by resolution of the Council at least every two years.

6.8. If thought appropriate and in accordance with *Regulation 5*, payment for certain items may be made by BACS or CHAPS methods:

- a. provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised signatories, where at least one of which must be a Councillor, are retained
- b. all such payments as made shall be reported to the Council at the next convenient meeting.

6.9. If thought appropriate and in accordance with *Regulation 5*, payment for certain items may be made by internet banking transfer provided evidence is retained showing which signatory assigned the payment and which signatory authorised the payment.

- a. Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator.
- b. The bank mandate approved by the Council shall identify at least 2 Councillors who will be authorised to approve transactions on those accounts.
- c. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.

6.10. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the Council's records on that computer, a note shall be made of the PIN and Passwords on a electronic document and held securely and in an encrypted format in a location to which only the Proper Officers and Chair of the Council have access.

6.11. If deemed necessary, the PIN and / or passwords shall be changed as soon as practicable and access to the document restricted accordingly.

- 6.12. Where this security protocol has to be used or there is a known breach of security then this shall be reported to all members immediately and formally to the next available meeting of the Council.
- 6.13. *Regulations 6.10, 6.11, 6.12 and 6.13* will not be required for a member's personal computer used only for remote authorisation of bank payments.
- 6.14. No employee or Councillor shall disclose any PIN or password, relevant to the working of the Council or its bank accounts, to any person not authorised in writing by the Council or a duly delegated committee.
- 6.15. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.16. The Council, and any members using computers for the Council's financial business, shall ensure that anti-virus, anti-spyware and firewall, software with automatic updates, together with a high level of security, is used.
- 6.17. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites") and not through a search engine or e-mail link.
- 6.18. Remembered or saved passwords facilities must not be used on any computer used for Council banking work.
- 6.19. Breaches of *Regulation 6.18* will be treated as a profoundly serious matter under these regulations and may be regarded as a breach of the Code of Conduct.
- 6.20. Changes to account details for suppliers, which are used for internet banking may only be changed once the RFO has confirmed with the supplier via a known and verifiable telephone number that the account detail changes are valid and correct.
- 6.21. Any Debit Card issued for use will be specifically restricted to the Proper Officers and will also be restricted to a single transaction maximum value of £500 unless authorised by Council or Audit committee in writing before any order is placed.
- 6.22. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Council or the audit Committee. Transactions and purchases made will be reported to the Council and

authority for topping- up shall be at the discretion of the Audit committee or delegated to the RFO via resolution.

- 6.23. Any corporate credit card or trade card account opened by the Council will be specifically restricted to use by the RFO unless a resolution of Council authorises otherwise, and shall be subject to automatic payment in full at each month-end.
- 6.24. The Council will not maintain any form of petty cash float for expenditure except for a small float not exceeding £20 which may be held for the Pantry for the provision of providing change only.
- 6.25. All other cash received must be banked intact as soon as is practicable.
- 6.26. Any payments made in cash by any employee of the Council, for example for postage or minor stationery items, shall be refunded on a regular basis, at least quarterly via a claim for expense.

7. PAYMENT OF SALARIES

- 7.1. As an employer, the Council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation.
- 7.2. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by Council, or duly delegated committee.
- 7.3. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available Council meeting, as set out in these regulations above.
- 7.4. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the Council.

- 7.5. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:
- a. by any Councillor who can demonstrate a need to know to the satisfaction of the Proper Officer.
 - b. by the internal auditor
 - c. by the external auditor or
 - d. by any person authorised under Public Audit (Wales) Act 2004, or any superseding legislation.
- 7.6. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have been paid.
- 7.7. This line is intentionally blank
- 7.8. Payments relating to the termination of contracts of employment shall be supported by a clear business case and reported to the Council.
- 7.9. Termination payments shall only be authorised by Council.-
- 7.10. Matters of redundancy of employment where a cost will be incurred shall be supported by a clear business case and reported to the Council.
- 7.11. Redundancy payments shall only be authorised by Council.
- 7.12. Before employing interim staff, the Council must consider a full business case.

8. LOANS AND INVESTMENTS

- 8.1. All borrowings shall be effected in the name of the Council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council.

- 8.2. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full Council.
- 8.3. Any financial arrangement which does not require formal borrowing approval from the Welsh Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full Council. In each case a report in writing shall be provided to Council in respect of value for money for the proposed transaction.
- 8.4. The Council will arrange for copies of bank statements to be mailed to the Chair should that person, for whatever reason, not have access to Council's online banking arrangements and bank statements.
- 8.5. All loans and investments shall be negotiated in the name of the Council and shall be for a set period in accordance with Council policy.
- 8.6. The Council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the Council at least annually.
- 8.7. All investments of money under the control of the Council shall be in the name of the Council.
- 8.8. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.
- 8.9. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with *Regulation 5* (Authorisation of payments) and *Regulation 6* (Instructions for payments).
- 8.10. Unless superseded by the Council's Investment strategy/Policy, the RFO is authorised to maintain the Public Sector Deposit Fund (PSDF) to hold the balance of the Council's Community Infrastructure Levy (CIL) funds received from RCTCBC but not spent, and to make such transfers between accounts as is necessary in accordance with the instructions of Council and authority to spend under *Regulations 5 and 6* to maintain Council CIL funds in the PSDF account.
- 8.11. Any transfers between the PSDF and the Councils bank accounts for any other reason other than maintaining the balance of the Councils CIL funds

received from RCTCBC but not spent, must be authorised by resolution of Council unless superseded by the Council's Investment strategy/Policy.

9. INCOME

- 9.1. The collection of all sums due to the Council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all lawful charges to be made for work done, services rendered, or goods supplied shall be agreed annually by the Council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the Council.
- 9.3. The Council will review all fees and charges at least annually, following a report of the Proper Officer.
- 9.4. Any sums found to be irrecoverable, and any bad debts shall be reported to the Council and shall be written off in the year.
- 9.5. All sums made in cash or by cheque, received on behalf of the Council shall be banked intact as directed by the RFO. In all cases, all such receipts shall be deposited with the Council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the Council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are regularly received by the Council, the RFO shall take such steps as are agreed by the Council to 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 such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the Council to meet expenditure already

incurred by the authority will be given by the Managing Trustees of the charity, meeting separately from any Council meeting in accordance with *Regulation 17*.

10. ORDERS FOR WORK, GOODS AND SERVICES

- 10.1. An official order or letter or email or other electronic and archivable correspondence shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.
- 10.2. Order books shall be controlled by the Proper Officer.
- 10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in *Regulation 11*
- 10.4. A member may not issue an official order or make any contract on behalf of the Council.
- 10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. CONTRACTS

- 11.1. The RFO shall ensure any contractor used by the Council has the appropriate liability insurances in place to provide safeguards against any liability due to faulty workmanship or any other mishap.

11.2. The Proper Officer should seek to ensure that an appropriate level of due diligence is undertaken on any contractor to be used by the council. Including where possible assessing their performance and capability on providing previous similar works and or services, satisfactory references (if necessary), satisfactory safeguards against any liability due to faulty workmanship or any other mishap and proof of financial stability.

11.3. Procedures as to contracts are laid down as follows:

- a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services.
 - ii. for specialist services such as are provided by legal professionals acting in disputes or for other specialist services.
 - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant.
 - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the Council.
- b. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- c. The full requirements of The Public Contracts Regulations 2015 ("the Regulations"), as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time) .
- d. When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the Council from the Proper Officer.

- e. When it is intended to enter into a contract for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in *Regulation 11.3.*, where the value:
 - i. is £30,000 (inclusive of VAT) or greater, a formal tendering process must be followed as set out in *Regulation 12*
 - ii. is less than £30,000 (inclusive of VAT) and greater than £1,500 the Proper Officer shall obtain 3 written quotations which clearly detail the priced descriptions of the proposed supply.
 - iii. is below £1,500 and above £250 the Proper Officer shall strive to obtain 3 estimates of the cost of proposed supply.
 - iv. otherwise, *Regulation 10.3* shall apply.

11.4. The Council shall not be obliged to accept the lowest price, or any tender, quotation or estimate.

11.5. Should it occur that 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, provided that the specification does not change, 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.

12. Formal tendering process

12.1. When it is intended to enter into a contract for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in *Regulation 11.3* where the value is equal to or greater than that set out in *Regulation 11.3 e.i.* the following process shall be followed, either Method A or Method B may be used. In either case the Proper Officer shall obtain the necessary technical assistance to prepare a specification in appropriate cases.

12.2. Method A

- a. For notice of invitation to Tender to be posted on 'Sell2Wales' (The Welsh public sector tender portal).

- b. Details of the tender and how to access the tender via the Sell2Wales portal shall be posted in Community Council noticeboards and on the Council's website.
- c. The Council may also approach companies who deal in such work to make them aware of the tender and how to access the tender via the Sell2Wales portal.
- d. Once the tender is posted, all communications relating to the tender shall take place only via the portal.
- e. Where, in the opinion of the Council, the supply of goods, materials, services and the execution of works are of a specialist nature, as an alternative to *Regulation 11.3.e.i.* tenders may be invited from at least three specialist contractors, selected by the Council, specialising in the type of work included in the contract.
- f. The tender notice will give details of the requirements of the Council, the technical details for the tender and any other relevant information. The tender will also state the deadline for the tender submissions to be received.
- g. The tender notice shall be posted on Sell2Wales as such that whilst those expressing an interest are able to communicate via the portal in order to ask questions regarding the tender, the tender submissions shall be received in the secure 'postbox'. The secure postbox can only be opened to view submissions after the deadline date by authorised persons.
- h. All access to the postbox will be logged.
- i. Only the Proper Officers shall be authorised to open the secure postbox.
- j. The first opening of the postbox shall take place after the stated closing date by the Proper Officer in the presence of either the Chair or Deputy Chair of the Audit Committee, or in their absence by at least one other member of the Council.
- k. The name of those present shall be reported to Council and minuted accordingly.

12.3. **Method B**

- a. A public notice of an invitation to tender shall be given in the same manner as a public notice of meetings of the Council and in the local press, the notice shall also be posted on the Council's website.
- b. The Council may also approach companies who deal in such work to make them aware of the tender.
- c. Where, in the opinion of the Council, the supply of goods, materials, services and the execution of works are of a specialist nature, as an alternative to *Regulation 11.3.e.i.* tenders may be invited from at least three specialist contractors, selected by the Council, specialising in the type of work included in the contract.
- d. The invitation to tender shall state the tender specification, the time, date and address for the submission of tenders including the deadline for submission, the date of the Council's written response to the tender and, a prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process, although to allow technical questions to Officers regarding the details of the tender.
- e. In addition state that tenders must be addressed to the Clerk in the ordinary course of post.
- f. 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.
- g. All sealed tenders shall be opened at the same time on the prescribed date by the Proper Officer in the presence of either the Chair or Deputy Chair of the Audit Committee, or in their absence by at least one other member of the Council.
- h. The name of those present shall be reported to Council and minuted accordingly.

12.4. Whether Method A or Method B is used:

- a. The decision on the awarding of a Formal Tender shall be taken by Full council unless authority has been delegated to a Committee.
- b. The Council shall not be obliged to accept the lowest of any tender, quote or estimate

- c. Should it occur that 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, provided that the specification does not change, 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.
- d. If no tenders are received, or that all the quotations are identical, the Council or committee may make such arrangements for procuring the supply of goods, materials, services and the execution of works, as it thinks fit.
- e. Any invitation to tender issued under these regulations shall be subject to *Standing Orders* and shall refer to the terms of the Bribery Act 2010.
- f. The full requirements of The Public Contracts Regulations 2015 (“the Regulations”), as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time) .
- g. Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. OVW can supply Council’s with further information in this regard.

- 12.5. The Proper Officers shall maintain a register of personal interests, in respect of both members and senior staff.
- 12.6. Members and senior staff should not, so far as is practicable, be involved in the award of orders and/or contracts with organisations or individuals in respect of which a personal interest exists, whether declared or not.
- 12.7. Members and senior staff should not, so far as is practicable, be involved in the making or authorising payments in respect of orders and/or contracts with organisations or individuals in respect of which a personal interest exists, whether declared or not

13. PAYMENTS UNDER CONTRACTS FOR BUILDING OR OTHER CONSTRUCTION WORKS

- 13.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract subject to any percentage withholding as may be agreed in the particular contract.
- 13.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments.
- 13.3. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the Council.
- 13.4. Any variation to a contract or addition to or omission from a contract must be approved by the Council and:
- 13.5. The RFO to inform the contractor in writing.
- 13.6. the Council being informed where the final cost is likely to exceed the financial provision.

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. Delivered goods must be checked as to order and quality at the time delivery is made where practicable.
- 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 Proper Officer shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the Council.
- 15.2. The RFO shall ensure a record is maintained of all properties held by the Council, recording the 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 (Wales) Regulations.
- 15.3. 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, save where the estimated value of any one item of tangible movable property does not exceed £1,500.
- 15.4. No real property (interests in land) shall be:
- a. sold, leased or otherwise disposed of without the authority of the Council, together with any other consents required by law, In each case a report in writing 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).
 - b. purchased or acquired without the authority of the full Council. In each case a report in writing 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 which will include an adequate level of consultation with the electorate.
 - c. Subject only to the limit set in *Regulation 15.3*, no tangible moveable property shall be purchased or acquired without the authority of the full Council. In each case a report in writing shall be provided to Council with a full business case.
- 15.5. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. 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.

16. INSURANCE

- 16.1. Following the annual risk assessment as in accordance with *Regulation 18* the RFO shall effect all insurances and negotiate all claims on the Council's insurers in consultation with all other members of staff as appropriate.
- 16.2. All members of staff shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.
- 16.3. The RFO shall keep a record of all insurances effected by the Council and the property and risks covered thereby and annually review it.
- 16.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim and shall report these to Council at the next available meeting.
- 16.5. 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 by the Council, or duly delegated committee.

17. CHARITIES

- 17.1. If the Council becomes managing trustee of a charitable body, the RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law, or as determined by the Charity Commission.
- 17.2. If the Council becomes managing trustee of a charitable body, the RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.

18. RISK MANAGEMENT

- 18.1. The Council is responsible for putting in place arrangements for the management of risk.

- 18.2. The Proper Officer's shall prepare, for approval by the Council, financial risk management policy statements in respect of all activities of the Council. Risk policy statements and consequential risk management arrangements shall be reviewed by the Council at least annually.
- 18.3. When considering any new activity, the Proper Officers shall prepare a draft risk assessment including financial risk management proposals for consideration and adoption by the Council.

19. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS

20. It shall be the duty of the Council to review the Financial Regulations of the Council from time to time.
21. The RFO shall make arrangements to monitor changes in legislation or proper practices and shall advise the Council of any requirement for a consequential amendment to these financial regulations.
22. The Council may, by resolution of the Council 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 from such an action has been drawn up and presented in advance to all members of Council.
23. End of Financial Regulations