



## **LLANHARAN COMMUNITY COUNCIL**

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance), 7pm on Thursday 18<sup>th</sup> May 2023

*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, Andrea James, Joanne Miller, Tracy Allen, Robert Lewis Watkin JP, Helen Donnan, Rhys Jenkins, Geraint Hopkins JP.

**Apologies:** None.

**Absent:** Cllr Parmindra Pannu

**Clerk to the Council:** Leigh Smith

**RFO/Deputy Clerk to the Council:** Lisa Phillips

4 members of the public.

### **2023/091 Welcome and Apologies.**

None

### **2023/092 Disclosures of personal and/or prejudicial interests.**

Cllr David Evans declared a prejudicial interest with regards to agenda item 17 (minute ref 2023/107)

### **2023/093 Public speaking**

None.

### **2023/094 Minutes**

### **RESOLVED**

The minutes of the ordinary council meeting held remotely at 7pm on Thursday 20<sup>th</sup> April 2023 were approved as a true and accurate record.



**2023/095 Matters arising**

None

**2023/096 Expenditure April 2023**

Approved.

**2023/097 CIL Committees held Tuesday 25th April & 16<sup>th</sup> May 2023.**

***RESOLVED***

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

**2023/098 Extent and limits of cover of the Council's insurance policy**

***RESOLVED***

To approve the details of cover and to continue into year 2 of a 3 year agreement on the terms presented and to approve payment of the premium up to a value of £4,800

**2023/099 Quotations for the fitting and subsequent removal of summer planters to be fitted to lamp-posts in the community.**

***RESOLVED***

To award the work to Vendor A, d3signs and to approve payment of up to £1,500 for the work.

**2023/100 Suspension of the Council's Standing Orders**

***RESOLVED***

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

**2023/101 Renewal of door on the shower block at the Welfare ground.**

***RESOLVED***

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



**2023/102 To approve payment of £2,800 from CIL funds for the purchase of noticeboards for Llanharry Road and Ynysmaerdy. To supersede resolution 2023/080**

***RESOLVED***

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

**2023/103 Purchase and fit a wheelchair-friendly picnic bench at Oakbrook park. To supersede resolution 2022/040**

***RESOLVED***

To approve a spend of up to £1,000 to provide and fit picnic bench and base at Oakbrook park.

**2023/104 Fireworks Working Group report**

***RESOLVED***

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

**2023/105 Options to progress the commissioning and construction of a bridge over the river Ewenny at Brynna Woods and associated matters**

***RESOLVED***

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

**2023/106 Temporary clean-up of the memorial garden worksite at Grove Terrace and for the Clerk to present a status update.**

***RESOLVED***

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

**2023/107 Planning**

Cllr David Evans left the meeting for the duration of this item of business, returning after it was completed.



***RESOLVED***

For the Clerk to respond to Llanmoor homes to thank it for the opportunity to engage early and to express its opinion that should the plot be used for housing then the Community Council is keen to see more affordable housing or social housing and ideally would hope to see this plot used for that purpose.

**2023/108 Urgent information and suggestions to the Clerk for future agenda items.**

***RESOLVED***

For an extraordinary meeting of the Council to be called by the Chair within 2 weeks to hear any business deferred.

There being no further business the meeting closed at 8.45pm

The next scheduled meeting of Full Council will be held on 15<sup>th</sup> June 2023

Councillor David Evans

Chair of the Community Council



## **LLANHARAN COMMUNITY COUNCIL**

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance), 7pm on Thursday 20<sup>th</sup> April 2023

*The meeting was held in accordance with:*

**The Local Government and Elections (Wales) Act 2021**

**Members Present:**

**Councillors;** Chris Parker (Chair), Janine Turner, David Evans, Mark Steer, Will Thomas, Neil Feist, Andrea James, Joanne Miller, Tracy Allen, Parmindra Pannu.

**Apologies:** Cllrs Robert Lewis Watkin JP, Helen Donnan, Rhys Jenkins.

**Absent:** Cllr. Geraint Hopkins JP

**Clerk to the Council:** Leigh Smith

**RFO/Deputy Clerk to the Council:** Lisa Phillips

2 members of the public.

**2023/070 Welcome and Apologies.**

**RESOLVED**

To accept Councillor Robert Lewis Watkin's reason for absence proffered with their apology as a valid reason for absence.

**RESOLVED**

To accept Councillor Helen Donnan's reason for absence proffered with their apology as a valid reason for absence.

**RESOLVED**

To accept Councillor Rhys Jenkins' reason for absence proffered with their apology as a valid reason for absence.

**2023/071 Disclosures of personal and/or prejudicial interests.**

Cllr David Evans declared a prejudicial interest with regards to agenda item 14 (minute ref 2023/083xx)



### **2023/072 Public speaking**

None.

### **2023/073 Minutes**

#### ***RESOLVED***

The minutes of the ordinary council meeting held remotely at 7pm on Thursday 16<sup>th</sup> March 2023 were approved as a true and accurate record.

Councillor Neil Feist wished the minutes to record the fact that he voted against the resolution.

### **2023/074 Matters arising**

None

### **2023/075 Action plan**

Noted

### **2023/076 Crime report**

Noted.

### **2023/077 Expenditure March 2023**

Approved.

### **2023/078 Correspondence received**

Noted.

### **2023/079 Member' reports**

#### **Cllr David Evans**

To note the postponement of the road closure to facilitate work on the A473 railway crossing footbridge. The contractor has made some errors and RCTCBC will look to financial penalties on the contract. 27<sup>th</sup> May is the revised expected date given to lift the new bridge in.

#### **Cllr Mark Steer**

I highlight the recent issues regarding contractors working on the housing development to the west of Brynna Woods and the associated footpaths. Site meetings have been held with the site manager to try and resolve the issues although the right of way has been damaged largely due to the moving of heavy plant etc... without the permission of the Wildlife Trust. This situation could have been avoided had the developer sought permission beforehand. I



have liaised with RCTCBC and The Wildlife trust and the developer has been told that no further work can take place in these areas until the development has submitted a written traffic management plan. The Wildlife Trust have reluctantly accepted this condition.

The Wildlife trust are running events in April and May in that the Community Council have publicised.

I attended a meeting of a cross party Biodiversity group in the Senedd recently. The aim of the group is seek both a commitment and funding from Welsh Government to reverse the decline in Biodiversity over the next 7 years. The group's slogan is 30/30, with the aim to increase biodiversity by 30% by 2030. It remains to see whether the Senedd will have the commitment and provide funding to help achieve this aim.

I have been championing the issue of busses with RCTCBC's integrated transport unit for some years now and I am happy to report that they will be fitting some composite bus timetables where appropriate on bus shelters and bus stops hopefully in the next few weeks.

However what the future of the bus services will be after the end of July is open to question.

### **2023/080 Recommendations of ORA Committee held Tuesday 4th April 2023.**

#### ***RESOLVED***

ORA2023/017 ORA Action plan. The Clerk to send a summary of all pending right of way issues raised with RCTCBC with a request for update and/or RCTCBC's intentions on these matters.

#### ***RESOLVED***

ORA2023/018 Council's policy regarding allowing tree planting by plot-holders on allotment plots. That a policy be adopted immediately that when plot-holders request permission to plant trees then only Cordon trees be permitted which may not grow to a height greater than 2 meters.

#### ***RESOLVED***

That the next version of the tenancy agreement issued be amended to include this policy and to include the provision that when surrendering a plot, the plot holder has the option of taking the trees with them.



**RESOLVED**

ORA2023/019 Council's policy regarding allowing bee-hives on allotment plots. That the council should allow the keeping of bees in principle but that first the Clerk present a paper to a future meeting outlining any rules or restrictions that should be put in place.

**RESOLVED**

ORA2023/021 Quotations for noticeboards for Llanharry road and Ynysmaerdy. That the Clerk be authorised to place an order for 2 noticeboards for Llanharry Road and Ynysmaerdy respectively as per the quotation received, up to the value of £2300, to be taken from CIL funds.

**RESOLVED**

ORA2023/022 Using a solicitor (conveyancer) in relation to the registration of land. For the Clerk to be authorised to spend up to £1000 to engage an appropriate solicitor for the registration of land relating to 'the steps between Bridgend Road and Parc View' and 'land near Haran Roofing'.

**RESOLVED**

ORA2023/023 Tree survey carried out in February 2023. The Officers authorised to make payment of £720 for the tree survey.

**RESOLVED**

For the Clerk to obtain quotations for the carrying out of the work recommended in the surveys.

**RESOLVED**

ORA2023/024 Japanese Knotweed survey previously in relation to RCTCBC land ownership. That the Clerk forward a copy of the analysis showing where Japanese knotweed (identified in the survey undertaken in 2020/2021) is present on RCTCBC land to the RCTCBC Invasive species officer.

**RESOLVED**

ORA2023/025 Blocking of access by construction vehicles at the entrance to Brynna Woods, PSM 40/2. The Clerk to write to the developer working in the area to request a site meeting with a senior manager to address the issues regarding access to PSM40/2 and access to Brynna Woods.

**RESOLVED**

ORA2023/027 Cut and collect mowing. The Clerk to contact RCT Countryside department regarding the availability of suitable cut and collect machinery and best practise methods.





**RESOLVED**

ORA2023/029 Allotment eviction notice. To issue an eviction notice to a plot-holder under the terms described in the confidential paper presented to the meeting.

**RESOLVED**

ORA2023/030 Request from an allotment plot-holder on Jubilee Street to keep more than 6 birds. To grant the request for dispensation to keep extra birds, none of which may be cockerels, with a review to take place at each tenancy renewal period. A count to be taken of the number of birds present and this number not to be exceeded. Stipulation that as birds pass away or are otherwise removed from the allotment plot they are not replaced, so that the number of birds kept will reach a maximum of 6 over time.

**RESOLVED**

ORA2023/031 Urgent items for information or items suggested to the Clerk for future agenda. To suggest to the Clerk that the following issue be added to the agenda for the next ORA Committee: Condition of stile and way-marker on RAN5/5

**2023/081 Adding the Responsible Financial Officer (RFO) as a signatory to PSDF**

**RESOLVED**

To add the RFO, Lisa Phillips as a signatory of the PSDF, removing the former RFO Tracy Rees.

**2023/082 Additional £5 CIL funds on Llanharan OAP association hall**

**RESOLVED**

To retrospectively approve an additional £5 spend of CIL funds on the previously approved project (Minute ref 2023/040) to fit a defibrillator to at Llanharan OAP association hall, taking the total authorised spend to £645.

**2023/083 Revised quotations for the ongoing fitting of benches**

Cllr David Evans left the room for the duration of the discussion regarding this item and returned only once it was resolved.

**RESOLVED**

To accept the quotation of CE Carpentry & Developments (Vendor C in the accompanying paper) to fit all Council benches as per the specification provided and for the price of £385 per bench, regardless of type.



## **2023/084 Extent and limits of cover of the Council's insurance policy**

### ***RESOLVED***

To defer this item until May's meeting of Council to allow Councillors extra time to consider the papers.

### ***RESOLVED***

For the Clerk to enquire what cover is required and offered for the Council's allotment sites.

## **2023/085 Progress of Trens Crossing Working Group and Bridge over River Ewenny.**

A motion was brought forward and seconded in relation to the resolution below.

### ***RESOLVED***

For the Clerk to write to the appropriate person within RCTCBC to enquire what support RCTCBC would be willing to provide with the Ewenny River crossing project. From support with designing the specification and assisting in submitting a planning application through to full project management including specification, consultation, planning and delivery of the bridge and its associated civil works. The Clerk to make it clear that the Community Council has CIL funds and would welcome a negotiation on the matter should RCTCBC be minded to assist.

### ***RESOLVED***

For the Clerk to investigate the customer and Community Improvement Fund for 2023/24.

## **2023/086 Motion for the Community Council to write to RCT to request 'a congestion charge be introduced for heavy goods vehicles entering the village**

### ***RESOLVED***

For the Clerk to write to the relevant person in RCTCBC to request a congestion charge for HGV's entering the village be introduced.

## **2023/087 Planning**

### ***RESOLVED***

For the Clerk to invite AF Blakemore & Sons or their agents to invite them to make a presentation to the Council regarding its proposed planning application.



**RESOLVED**

For the Clerk to formally respond to RCTCBC planning department regarding to planning application 22/0725/01. To request that a condition be made that the illuminated signage only be illuminated during the hours that the shop is open.

**2023/088 Exclusion of press and public**

**RESOLVED**

To exclude the press and public from the meeting whilst the following agenda item is considered by virtue of the Public Bodies (Admission to Meetings) Act 1960, on the basis that disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted. Specifically with reference to Part 12 of LGA 1972 Schedule 12A.

**2023/089 Meadow Rise encroachments, status of matters following the passing of the deadline for action on 31st March 2023**

**RESOLVED**

For the Clerk to obtain an estimated completion date from the contractor engaged to carry out the work at 6 Hillcrest and to inform the Council's solicitor of a new deadline which will be 2 weeks following that date.

**2023/090 Urgent information and suggestions to the Clerk for future agenda items.**

The Chair gave an update on the progress of the King's Coronation Committee including that the evening event on Saturday 6<sup>th</sup> May was being converted from a gala ball to a more informal party with a band and a buffet.

**RESOLVED**

To add to the next agenda, to consider carrying out a temporary clean-up of the memorial garden worksite at Grove Terrace and for the Clerk to present a status update.

There being no further business the meeting closed at 8.45pm

The Annual General Meeting of the Council is scheduled to be held on Thursday 18<sup>th</sup> May 2023 followed immediately by the next ordinary meeting of the full Council

Councillor Chris Parker  
Chair of the Community Council

## List of Payments made between 01/04/2023 and 30/04/2023

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
05/04/2023	ALDI	CREDITCARD	199.30	PB	Pantry 31/3
05/04/2023	ALDI	CREDITCARD	213.90	PB	Pantry 31/03
05/04/2023	ALDI	CREDITCARD	98.66	PB	Pantry 04/04
05/04/2023	ALDI	CREDITCARD	112.29	PB	Pantry 04/04
11/04/2023	ALDI	CREDITCARD	110.91	PB	Pantry 06/04
11/04/2023	ALDI	CREDITCARD	154.87	PB	Pantry 06/04
11/04/2023	ALDI	CREDITCARD	85.95	PB	Pantry 06/04
17/04/2023	ALDI	CREDITCARD	90.21	PB	Pantry 11/04
17/04/2023	ALDI	CREDITCARD	183.62	PB	Pantry 11/04
17/04/2023	ALDI	CREDITCARD	108.75	PB	Pantry 14/04
21/04/2023	ALDI	CREDITCARD	139.81	PB	Pantry 18/04
27/04/2023	Llanharan Service Station	CREDITCARD	14.79	PB	23032301010117
27/04/2023	Screwfix	CREDITCARD	7.99	PB	A11430148764
27/04/2023	Llanharan Service Station	CREDITCARD	23.09	PB	23041401010070
27/04/2023	Corner Park Garage	CREDITCARD	23.82	PB	403518
27/04/2023	Llanharan Service Station	CREDITCARD	32.54	PB	23041901010082
27/04/2023	Screwfix	CREDITCARD	46.97	LP	A10974547351
27/04/2023	Moneysoft	CREDITCARD	93.60	LP	U289843
27/04/2023	ZOOM	CREDITCARD	12.99	LS	INV197319564
27/04/2023	ADOBE	CREDITCARD	15.17	LS	IEN2023018123693
27/04/2023	Microsoft	CREDITCARD	108.00	LS	E0200MPU58
27/04/2023	Microsoft	CREDITCARD	54.00	LS	E0200MPDGK
27/04/2023	Dunster House	CREDITCARD	863.99	LS	PS1921482
27/04/2023	ALDI	CREDITCARD	310.45	LS	Pantry 05/04
27/04/2023	ALDI	CREDITCARD	132.01	LS	Pantry 05/04
27/04/2023	ALDI	CREDITCARD	13.10	LP	Office 17/04
27/04/2023	RCT	CREDITCARD	190.00	LS	RCSH10621081
27/04/2023	Amazon	CREDITCARD	1.00	LS	DS-ASE-INV-GB-2023-131919403
<b>Total Payments</b>			<b>3,441.78</b>		

## List of Payments made between 01/04/2023 and 30/04/2023

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
03/04/2023	JB Director's Trust	BACS	875.00	CP	010423-300623
03/04/2023	Barclays Bank	DIRECT	28.90	NA	Comm13Feb/12Mar
05/04/2023	Parkinson Partnership	BACS	220.00	CP	1125
05/04/2023	RCT	BACS	2,247.00	CP	53164934
05/04/2023	Barclaycard	PB Card	624.15		Pantry 31/03 & 4/4
06/04/2023	Parkinson Partnership	BACS	220.00	CP	1125
06/04/2023	Parkinson Partnership	BACS	-220.00	CP	1125
06/04/2023	Janine Turner	BACS	23.60	CP	Key cutting
06/04/2023	HM Land Registry	BACS	7.00	LS/CP	102515
06/04/2023	HM Land Registry	BACS	7.00	LS/CP	102515
11/04/2023	Tesco Mobile phones x 3	DDR	25.00	Telecom Act 1984	134168972550
11/04/2023	Barclaycard	PB Card	353.00		Pantry 6/4
17/04/2023	SSE Electric	BACS	4.88	RLW	291886931/0019
17/04/2023	SSE Electric	BACS	9.24	RLW	241887734/0019
17/04/2023	ARVAL	DDR	500.58	NA	RI0010326190
17/04/2023	Barclaycard	PB Card	382.58		Pantry 11/4&14/4
18/04/2023	TD	BACS	30.00	RLW	BCC Dep Return
18/04/2023	MJH	BACS	75.00	RLW	BCC Dep
18/04/2023	Hire-A-Funfair	BACS	3,343.50	RLW	Hire-A-Funfair
18/04/2023	MJH	BACS	75.00	RLW/JT	BCC Dep
18/04/2023	TD	BACS	30.00	RLW	BCC Return
18/04/2023	Hire-A-Funfair	BACS	3,343.50	RLW	INV-0593
18/04/2023	TD	BACS	-30.00	RLW	TD
18/04/2023	MJH	BACS	-75.00	RLW	BCC Dep
18/04/2023	Hire-A-Funfair	BACS	-3,343.50	RLW	INV-0593
21/04/2023	HMRC NI & Tax	BACS	769.74	NA	948PZ001272292312
21/04/2023	Barclaycard	PB Card	515.00		Pantry 21/04
25/04/2023	SLT	BACS	30.00	RLW	BCC Dep
25/04/2023	ABMc	BACS	30.00	RLW	BCC Dep
27/04/2023	Barclaycard	Apr23bal	2,082.05		Bcard Apr23mth end bal
27/04/2023	Barclaycard	PB Card	405.01		Pantry
28/04/2023	RCT Pension Payment	BACS	1,599.79	RLW	LCC Apr23 Remit
28/04/2023	STAFF SALARIES	BACS	4,909.69	RLW	STAFF SALARIES
Total Payments			19,097.71		

## **Appendix 3**

### **Recommendations of CIL Committees held 25<sup>th</sup> April and 16<sup>th</sup> May 2023.**

#### *Officer's note:*

*For context, following a public consultation the CIL Committee is currently undergoing an exercise to create a strategic short and medium-term project plan together with cashflow projections. The intention of this exercise is to focus resources, identify resource gaps and to inform the CIL funds deferment plan to be delivered to RCTCBC.*

#### **RECOMMENDED**

To remove the following projects from the CIL123 and if relevant also from the Active Project list and return them to the Potential Project list.

LCC21/13 Bike racks at Train Station.

LCC21/10 Community Orchard/Wildlife areas.

LCC21/11 Bike/Scooter rack/storage area for Dolau pupils.

LCC22/BCFC1 Signage for Bryncae FC

#### **CIL2023/026 CIL application from Llanharan Primary School.**

#### **RECOMMENDED**

That this item be deferred to a future meeting of the Committee.

#### **CIL2023/027 CIL application from Dolau Primary School**

#### **RECOMMENDED**

To reject part 1 of the application. To grant part 2 of the application to the value of £3934.96

## **CIL2023/028 CIL application from LCDP**

### ***RECOMMENDED***

To grant the application to the value of £16,000 subject the application of a legal charge on the property for a period of 5 years (The Clerk to arrange) and receipt of the formal planning permission certificate.

## **CIL2023/029 Removal of potential projects from the potential projects list**

### ***RECOMMENDED***

To remove the following projects from the Potential Project list.

11/20/27 Road widening on Grove Terrace (linked with memorial garden/garage)

11/20/04 Outdoor exercise equipment.

11/20/12 A recycling area in the community.

11/20/13 Provision of a Saturday market.

11/20/17 Path from the Station to Bryncae.

11/20/20 Traffic restrictions along Bridgend road

11/20/21 Make speed limit near Dolau school 20mph.

11/20/29 Add access steps up the grass bank to access the footpath that runs at the rear of the houses at Heritage way to the Bryncae arms

11/20/39 Infill of flooded footpath road up near Mynydd Coedbychan (farm). Past Gellifedi road.

11/20/40 Investigate land behind Haran roofing - other land purchase opportunities

11/20/45 Swimming pool / Gym

12/20/01 Welfare ground - Changing room refurb

12/20/07 Welfare ground - Repair of condemned floodlights on rugby pitch. Limited scheme (Half pitch)

12/20/08 Welfare ground - Repair of condemned floodlights on rugby pitch. - Full pitch

12/20/11 Mains water supply to Brynna allotments.

6/12/006 Repair of cracked and dangerous paving on pavement outside LCDP centre.

7/21/001 Defibs at Bryncae Community Centre, Brynna Community Centre, Llanharan Drop in Centre, Llanharan Rugby Club, OAP Hall Llanharan, OAP Hall Brynna.

3/22/005 Youth shelters at appropriate points around the community.

4/23/001 Statue of Michael Jackson on the square.

1/21/001 Tarmac a path from Bethlehem View to the "eco houses" in Brynna through the woods

**CIL2023/030 Adding project 'Outdoor exercise equipment' to the CIL 123 list**

***RECOMMENDED***

To defer this item to be considered at the next meeting of the CIL Committee to allow further work to be carried out.

**CIL2023/031 Adding project 'providing a mains water supply to Brynna allotments' to the CIL 123 list**

***RECOMMENDED***

To amend the scope of this project to 'Rain capture and Irrigation system for Brynna allotments' and to add to the CIL123 list with a budget figure of £10,000

**CIL2023/032 Adding project 'Purchase of the Harold Street open space land' to the CIL 123 list**

***RECOMMENDED***

To add the project 'Purchase of the Harold Street open space land' to the CIL123 list with a budget figure of £40,000



**CIL2023/033 Adding project 'Improvements to the access lane leading to the meadow rise open space' to the CIL 123 list.**

***RECOMMENDED***

To defer this item to be considered at the next meeting of the CIL Committee to allow further clarification on the matter.

**CIL2023/034 adding projects to the CIL123 list received before close of business on 14<sup>th</sup> May 2023 - 'Replacement of emergency exit door on Welfare Ground shower block'.**

***RECOMMENDED***

To add the project 'Replacement of emergency exit door on Welfare Ground shower block' to the CIL123 list and Active Project list with the value to be determined at the Full Council meeting to be held on 18<sup>th</sup> May 2023.

**CIL2023/035 Next steps in developing the Council's strategic project delivery plan and CIL funds deferral plan**

***RECOMMENDED***

For the Clerk to produce the revised CIL123 list and to produce a draft of the Active Project list showing only projects currently underway. The Committee to then consider which, if any projects to add to the Active list at this time and to consider the order in which it intends to action future projects.

## Appendix 4

### **Extent and limits of the Councils insurance policy**

*(Note: Excludes vehicles which are covered by separate policies)*

Council's insurance policy is due for renewal.

Note: This is year 2 of a 3 year contract. This exercise is to check Councilors are happy with the level of cover.

The opportunity to make significant changes is short and Council would need to resolve a ceiling for the extra cost and there is no time to re-quote and return to Council without an extra meeting, this matter having being deferred from the previous meeting.

Any non-urgent changes identified could be incorporated in the next cover agreement scheduled for June 2025

Council is invited to scrutinize what is covered and excluded and to approve the extent of the cover.

See the following documents from the current policy.

Queries resolved:

Allotment sites are fine and anything there that is your responsibility is automatically included (in the policy) so for example pathways, surrounding hedges, fencing, driveways etc. There is not cover for the allotment holder's personal liability; you should have cover either by their home insurance or by forming an allotment society and obtaining a group cover. There are various schemes for this on line that give extra benefits like cheaper seeds etc.

With the (Bryncae Community Centre) you can add that to the existing policy at any time you wish. We would recommend that you get the building and contents properly valued, we can arrange for a quote to have this done for you. I'd also think about who would run it, most councils now use a separate company/charity to do it which of course takes away any liability to the council should anything happen! Final thing there would be to cover off any income that you receive from the centre should the worst happen, we can estimate that to start with and alter it once the first full year has passed.

Clerk's note: RE Chains of Office - Cover is for total of £51,409 of contents comprising £7500 for 2 'badges'.

# Pre Renewal Questionnaire

## Llanharan Community Council

Renewal Date: 1st June 2023

Blenheim House  
1-2 Bridge Street  
Guildford  
GU1 4RY

Tel: 01483 462860

Email: [communityrenewals@ajg.com](mailto:communityrenewals@ajg.com)

Web: [www.ajg.com/uk](http://www.ajg.com/uk)



Insurance | Risk Management | Consulting

This document sets out details of your current cover. Please review it carefully and contact us with any updated or additional information.

If we do not hear from you, we will issue your renewal documentation based on the information we currently hold. Do please be aware of your disclosure obligations as set out below.

## 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).

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.

## 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 providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Question	Yes	No
Do you consent for Gallagher marketing activities		
Method of Contact for Marketing and Communications		
Mobile		
Work		
Email		

## Sanctions and Trade Restrictions

Gallagher is committed to complying with sanctions laws in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable sanctions laws and regulations in the jurisdictions in which we operate. You should advise us if you trade, directly or indirectly, with:

- any sanctioned party, or those owned or controlled by sanctioned parties
- any parties from or in a sanctioned country, in particular the countries in which Gallagher considers to be of greatest sanctions risk (as advised by your account executive).
- Military items as defined in the UK Strategic Military Control List

([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/856510/UK\\_strategic\\_export\\_control\\_lists\\_20191231.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/856510/UK_strategic_export_control_lists_20191231.pdf))

# Current Sums Insured

## Core Cover

Cover	Standard Cover Applicable (£)	Sums Insured If Standard Cover Not Applicable (£)
Crisis Management	25,000	
Employee Dishonesty	150,000	
Employers' Liability	10,000,000	
Key Person – (per week, up to a maximum of 2,500 per year)	250	
Legal Expenses	100,000	
Libel and Slander	500,000	
Money In Transit	1,000	
Officials and Trustees Liability	500,000	
Personal Accident	100,000/500 per week	
Defibrillator & Cabinet Cover	5,000	
Public and Products Liability	10,000,000	

## Optional Cover Extensions

Cover	Standard Cover Applicable	Existing Sums Insured (£)
Equipment Breakdown	Yes	
Terrorism	Not Included	

## Business Interruption

Cover	Existing Sums Insured (£)	Indemnity Period
Increased Cost of Working	10,000	12 Months
Loss of Rent Receivable	10,000	
Loss of Revenue	10,000	12 Months
Rent Payable	0	

## Premises

Premises Address	Existing Sums Insured (£)
Changing Rooms Llanharan Rugby Football Club, Bridgend Road, Llanharan, Pontyclun, Mid Glamorgan, CF72 9RD <b>THIS SHOULD BE CHANGED TO:</b> <b>Changing rooms at:</b> <b>Llanharan Recreation Ground Trust</b> <b>Welfare Hall and Fields</b> <b>Llanharan</b> <b>CF72 9RA</b>	163,297

## Contents Cover

Material Damage Contents Cover	Existing Sums Insured (£)
Office Contents	3,159
General Contents	47,601
Outside Equipment	0
Street Furniture	147,109
Gates & Fences	0
War Memorial	126,536
Playground Equipment	111,395
Mowers and Machinery	11,693
Sports Equipment	0
Other Surfaces	0
Natural Surfaces	0
Specified All Risks	0
Civic Regalia <b>CLERKS NOTE: Should the chains of office be insured and for how much?</b>	
<b>Total Contents</b>	<b>447,493</b>

## Basis of Valuations

The figures should represent your best estimate of a replacement as new value at renewal date. Include an allowance for:

- the effects of inflation since last renewal
- inflation in the next 12 months and subsequent rebuilding period (unless your insurance is arranged on a Day One Basis)
- an allowance for Debris Removal (Note a separate sum insured for stock debris removal is required) and Professional fees (Architects, Surveyors and Consultants), unless your insurance is arranged on a first loss basis.

It is important that you fully consider increasing your values/sums insured to reflect increases in rebuilding and replacement costs. Whilst we cannot provide inflationary figures to you there are organisations that are able to offer professional advice in this respect.

It is your responsibility to ensure values/sums insured are set correctly. Please note that should generic values (for example, rebuilding costs data) be obtained from independent organisations care should be taken when considering the adoption of these figures as they may not cater for your specific requirements relating to your individual insured property(ies).

**VAT Status** - to avoid being underinsured, sums insured on material damage policies should make the appropriate allowance for VAT on rebuilding or repair depending on your organisation's VAT status: VAT registered. VAT can usually be reclaimed in full and sums insured should be calculated excluding VAT.

Suppliers of only zero rated goods - normally VAT is recoverable and sums insured should be calculated excluding VAT.

- Exempt or not registered - VAT is not recoverable and sums insured should include VAT.



## Underwriting Information

Does your council/organisation have responsibility for any of the following?	Yes	No
------------------------------------------------------------------------------	-----	----

- |                                                                                                        |     |                          |
|--------------------------------------------------------------------------------------------------------|-----|--------------------------|
| • BMX Tracks                                                                                           |     | <input type="checkbox"/> |
| • Derelict, empty, or disused buildings                                                                |     | <input type="checkbox"/> |
| • Firework or bonfire events                                                                           | YES |                          |
| • Playgrounds                                                                                          | YES | <input type="checkbox"/> |
| • River, lake, pond, or any other body of water                                                        |     | <input type="checkbox"/> |
| • Skate parks                                                                                          | YES |                          |
| • Zip wires                                                                                            |     | <input type="checkbox"/> |
| • Events with more than 1,000 in attendance at any one time                                            |     | <input type="checkbox"/> |
| • Buildings of non standard construction i.e. Walls not made of brick and roofs not tiled or flat roof |     | <input type="checkbox"/> |

### Additional Information

If you have answered Yes to any of the above questions can you please provide details:

We contract out the holding of a bonfire event each year. However part of the tender is to provide insurance for the event.

We have 1 playground.

We have 1 skate park.

The Council organises events where less than 1000 people attend, however these may include the provision of bouncy castles and other inflatables, mechanical fairground rides etc... via third party contractors who provide their own insurance,

## Declaration

**Renewal will be negotiated on the basis that any of your officials, trustees or committee members have not:**

1. Been convicted or charged (but not yet tried) with a criminal offence other than a motoring offence
2. Received an Official Police Caution in respect of any criminal offence other than a motoring offence
3. Been the subject of any county court judgement (CCJ), winding up order, insolvent liquidation or administration or have made any composition or arrangement with creditors or protected trust of deed or deed of trust in Scotland
4. Been a director or partner of a company which has gone into insolvency, liquidation, receivership or administration or protected trust of deed or deed of trust in Scotland
5. Been declared bankrupt or been disqualified from being a company director
6. Been prosecuted for failure to comply with any Health and Safety or Welfare or Environmental Protection legislation
7. Had an Insurance proposal declined, renewal refused, insurance cancelled or special terms applied

If any of the above statements are inaccurate please provide details below.

I/We declare that the information contained within this form is true and we agree that should any of the information given by me/us alter between the date of this questionnaire and the renewal / inception date of the insurances to which this form relates, we will give an immediate notification of the changes.

**Completed by:**  
(Please Print name)

**Position:**

**Signature:**

**Date:**

**Return by email suffices for electronic signature**

## Additional Areas for Consideration

Please indicate if you would like more information or quotations in respect of any of the following:

Product	Yes	No	Comments
• Motor	<input type="checkbox"/>	<input type="checkbox"/>	
• Engineering	<input type="checkbox"/>	<input type="checkbox"/>	
• Cyber	<input type="checkbox"/>	<input type="checkbox"/>	
• Additonal Flood Cover	<input type="checkbox"/>	<input type="checkbox"/>	
• Desk Top Building Valuations	<input type="checkbox"/>	<input type="checkbox"/>	
• Professional Indemnity	<input type="checkbox"/>	<input type="checkbox"/>	
• Associated Charities	<input type="checkbox"/>	<input type="checkbox"/>	
• Village Hall Policies	<input type="checkbox"/>	<input type="checkbox"/>	
• Anglican Church Policies	<input type="checkbox"/>	<input type="checkbox"/>	
• Enhanced Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
• Event Coverage	<input type="checkbox"/>	<input type="checkbox"/>	

Please provide additional details below

## What is a policy summary?

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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

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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

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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

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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

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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.

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## 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.

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## 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.

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## 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.

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## 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](mailto: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](http://www.fscs.org).

## Policy SCHEDULE

**Policy Number - 1891376**

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

### INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/06/2022 until the policy is cancelled
Date issued to insured :	08/06/2022
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 :	£3,773.95	Annual Tax :	£452.86	Total :	£4,226.81
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# Policy 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 Rugby Football Club, Pontyclun, CF72 9RD	£163,297

Item description	Excess	Amount Insured
Total Buildings	£250	£163,297
Gates and fences	£250	£0
Fixed outside equipment	£250	£0
Street furniture	£250	£130,109
War memorials	£250	£126,536
Playground equipment	£250	£111,395
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)

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

### Endorsements

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

**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	£50,760
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£11,693
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)

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

## Policy SCHEDULE

<b>Exhibitions stands and equipment temporarily elsewhere</b>	£25,000 or 10% of the amount insured for contents, whichever is the less
<b>Defibrillators</b>	£5,000
<b>Bequeathed property</b>	£5,000
<b>Fund raising events</b>	£5,000
<b>Contents kept at home</b>	£25,000 or 10% of the amount insured for contents, whichever is the less
<b>Fraud and dishonesty</b>	£150,000 the aggregate per period of insurance

### Endorsements

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

### PROPERTY AWAY FROM THE PREMISES

<b>Wording Insurer</b>	11602 WD-HSP-UK-PAC-PYC(6) Hiscox Insurance Company Limited
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Item description	Excess	Amount Insured
All business equipment	£250	£5,000

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

### Endorsements

<b>65.00</b>	Contents temporarily elsewhere
<b>6729.0</b>	Removal of cover: cyber claims and losses

### PROPERTY – BUSINESS INTERRUPTION

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

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

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

## Policy SCHEDULE

<b>Denial of access</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Non-damage denial of access</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Bomb threat</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Suppliers</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Public utilities</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Public authority</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Failure of safety equipment</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Loss of attraction</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Alternative hire costs</b>	£5,000
<b>Equipment breakdown</b>	£5,000

### Endorsements

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

### EQUIPMENT BREAKDOWN

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

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

<b>Hazardous substances</b>	£5,000 total amount insured across all Property sections combined
<b>Reconstitution of electronic data</b>	£5,000
<b>Expediting expenses</b>	£5,000
<b>Computers</b>	£5,000
<b>Oil and water storage tanks</b>	£5,000

### Endorsements

<b>6732.0</b>	Removal of cover: cyber claims and losses
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### EMPLOYERS' LIABILITY

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

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

<b>Criminal defence costs</b>	£100,000 in the aggregate
<b>Terrorism</b>	£5,000,000 in the aggregate

## Policy SCHEDULE

### Endorsements

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

### PUBLIC AND PRODUCTS LIABILITY

<b>Section wording</b>	11607 WD-HSP-UK-PAC-GL(4)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Limit of indemnity</b>	£10,000,000
<b>Limit applies to</b>	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
<b>Excess</b>	£250
<b>Excess applies to</b>	Each and every claim for property damage only
<b>Geographical limits</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar
<b>Applicable courts</b>	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)

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

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

<b>Criminal defence costs</b>	£100,000 in the aggregate
<b>Pollution defence costs</b>	£100,000 in the aggregate
<b>Hirer liability</b>	£5,000,000 in the aggregate

### Endorsements

<b>6080.0</b>	Firework and bonfire condition endorsement
<b>6735.0</b>	Removal of cover: cyber claims

### OFFICIALS' AND TRUSTEES' INDEMNITY

<b>Section wording</b>	11614 WD-HSP-UK-PAC-DO(5)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Policy limit</b>	£500,000
<b>Limit applies to</b>	In the aggregate including costs
<b>Legal representation costs</b>	£15,000
<b>Legal representation basis</b>	In the aggregate any one period of insurance
<b>Geographical limits</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
<b>Applicable courts</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

### Endorsements

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

**COMMERCIAL LEGAL PROTECTION (DAS)**

<b>Section wording</b>	9927 WD-HSP-UK-CHR-DAS(3)
<b>Insurer</b>	DAS Legal Expenses Insurance Company Limited
<b>Section limit</b>	£100,000
<b>Limit applies to</b>	All claims resulting from one or more event arising at the same time or from the same originating cause
<b>Excess</b>	£200
<b>Excess applies to</b>	Each and every claim arising from aspect enquiries only
<b>Geographical limits</b>	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**

<b>524.0</b>	Commercial legal protection (charities)
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**PERSONAL ACCIDENT**

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

**Personal accident**

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

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

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

**Endorsements**

<b>6752.0</b>	Amendment of cover: cyber claims and losses
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**CRISIS CONTAINMENT**

<b>Wording</b>	15369 WD-HSP-UK-PAC-CRI(1)
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Policy SCHEDULE

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

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

### Property – contents clauses in full

Clause	240.3	<p><b>Minimum security condition</b></p> <p><b>We</b> will not make any payment for <b>damage</b> unless the physical security measures at the <b>insured location</b> 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"> <li>1. The final exit door is secured by:             <ol style="list-style-type: none"> <li>a. a rim automatic deadlock conforming to or superior to BS3621; or</li> <li>b. a mortice deadlock conforming to or superior to BS3621; or</li> </ol> </li> </ol>
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- 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

## Policy 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	<b>Floating amount insured (Contents)</b> The cover under this section applies to all locations occupied by <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for <b>damage</b> to <b>your contents</b> however many locations are affected.
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### Property away from the premises clauses in full

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

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

### Employers' liability clauses in full

Clause	6732.0	<p><b>Removal of cover: cyber claims and losses</b> <b>What is not covered</b> 2. c. 'a virus' is deleted.</p> <p>The following is added to <b>What is not covered</b>:</p>
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**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><b>Employers Liability Tracing Office (ELTO) – mandatory information required</b>  <b>You</b> must provide <b>us</b> with the following information for this section of the <b>policy</b> for each entity insured under this section of the <b>policy</b>:</p> <ol style="list-style-type: none"> <li>1. Employer name; and</li> <li>2. Full address of employer including postcode; and</li> <li>3. HMRC Employer Reference Number (ERN).</li> </ol> <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"> <li>a. The entity has no employees; or</li> <li>b. All staff employed earn below the current Pay As You Earn (PAYE) threshold;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>c. The entity is not registered in England, Wales, Scotland or Northern Ireland.</li> </ul> <p><b>You</b> must inform <b>us</b> immediately of any changes to the above information.</p>
Clause	6734.0	<p><b>Confirmation of cover: cyber claims</b>  The following is added to <b>What is covered</b>:</p> <p>Cyber claims</p> <p><b>We</b> 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><b>Firework and bonfire condition endorsement</b>  The following applies to the whole of this <b>policy</b> and is a condition precedent to <b>our</b> liability.</p> <p><b>We</b> will not make any payment under this insurance unless <b>you</b> comply with all of the requirements below.</p> <p>Whenever <b>you</b> are responsible for any firework or bonfire displays at the <b>insured location</b>, <b>you</b> must ensure that:</p> <ol style="list-style-type: none"> <li>1. there is a written risk assessment in place for the proposed event; and</li> <li>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</li> <li>3. the relevant local authorities have been notified and permission for the event granted and <b>you</b> must also ensure that any requirements from the authorities are fully complied with; and</li> <li>4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and</li> <li>5. fireworks are purchased from a reputable supplier and are not modified in any way; and</li> <li>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</li> <li>7. there is appropriate first aid presence on site, in line with the risk assessment document; and</li> <li>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</li> <li>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</li> </ol>
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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.

## Policy 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	<b>Prior &amp; pending litigation date</b> Prior & pending litigation date 01/06/2022
Clause	3215.0	<b>Amendment of cover: cyber claims (DO)</b> The following are added to <b>Special definitions for this section</b> :  <b>Computer or digital technology</b>  Any <b>programs</b> , 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.  <b>Computer or digital technology error</b>  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 <b>computer or digital technology</b> .  <b>Cyber attack</b>  Any digital attack or interference, whether by a <b>hacker</b> 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 <b>computer or digital technology</b> , including but not limited to any:  a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> 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.  <b>Data subject</b>

## Policy SCHEDULE

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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

## Policy 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><b>Amendment of cover: breach of professional duty (DO)</b>  <b>What is not covered</b>, Breach of professional duty, is amended to read as follows:</p> <p>Breach of duty to customers</p> <p><b>We</b> will not make any payment for any <b>claim, loss or investigation</b> where any <b>claim</b> 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. <b>legal representation costs</b> or any insurable civil fines or penalties associated with an investigation resulting from the <b>claim</b>;</p> <p>b. any <b>health and safety/manslaughter claim</b>; or</p> <p>c. a <b>claim</b> by any of <b>your</b> shareholders including any shareholder derivative proceedings in <b>your</b> name without your or any <b>insured person's</b> voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p>
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### Commercial legal protection (DAS) clauses in full

Clause	524.0	<p><b>Commercial legal protection</b>  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, <b>We/Our</b> means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.</p>
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### Crisis containment: endorsements

Clause	6752.0	<p><b>Amendment of cover: cyber claims and losses</b>  The following are added to <b>Special definitions for this section</b>:</p> <p><b>Computer or digital technology</b></p> <p>Any <b>programs</b>, 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><b>Computer or digital technology error</b></p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b>.</li> </ol> <p><b>Cyber attack</b></p> <p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:</p> <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to, any data or <b>computer or digital technology</b>, including but not limited to any:</li> </ol> <p>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any</p>
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## Policy 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	<p><b>Crisis containment provider: Hill &amp; Knowlton</b>  Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796</p> <p>Crisis containment provider: Hill &amp; Knowlton</p> <p>This contact number will go through to <b>us</b> during <b>working hours</b>, and will go directly to Hill &amp; Knowlton outside of these hours.</p> <p>If <b>you</b> first become aware of a <b>crisis</b> outside of <b>working hours</b>, <b>you</b> must notify <b>us</b> of the <b>crisis</b> as soon as possible within <b>working hours</b> by telephoning +44 (0)800 8402783 or +44 (0)1206 711796.</p>
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# Policy SCHEDULE

## Clauses - applicable to the whole policy

Clause	6727.0	<p><b>Additional definition: cyber</b></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 <b>your policy</b>:</p> <p><b>Computer or digital technology</b></p> <p>Any <b>programs</b>, 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><b>Computer or digital technology error</b></p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b>.</li> </ol> <p><b>Cyber attack</b></p> <p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:</p> <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to, any data or <b>computer or digital technology</b>, including but not limited to any: <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol> </li> </ol> <p><b>Hacker</b></p> <p>Anyone, including an employee of <b>yours</b>, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol> <p><b>Program(s)</b></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><b>Commercial assistance &amp; legal advice helpline</b></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"> <li>• Employment</li> <li>• Prosecutions</li> <li>• Discrimination in the workplace</li> <li>• Health &amp; safety</li> <li>• European law</li> </ul>

## Policy SCHEDULE

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**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.

<b>Clause</b>	<b>999.0</b>	Long Term Agreement
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### Long term agreement

As used in this endorsement:

- a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.
- b. Annual renewal date shall mean the following date: 31/05/2023
- c. Claims payments and costs shall mean the total of all:
  - i. claims and losses paid; and
  - ii. legal costs and expenses incurred; and
  - iii. new reserves and increases in reserves, during the preceding 12 months.
- d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the policy during the preceding 12 months. We and you agree that this policy is subject to a long term agreement beginning on 01/06/2022 and ending on 31/05/2025, provided that:
  - 1. at each annual renewal date the total of all claims payments and costs does not exceed 40% of the income;
  - 2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term agreement

## Policy SCHEDULE

### INFORMATION ABOUT US

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

Name	<b>Hiscox Underwriting Limited</b>
Registered address	1 Great St. Helens London EC3A 6HX 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	<b>Hiscox Underwriting Limited</b>
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	<b>DAS Legal Expenses Insurance Company Limited</b>
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	<b>Arthur J. Gallagher Insurance Brokers Limited</b>
Registered address	Spectrum Building 7 <sup>th</sup> Floor 55 Blythswood Street Glasgow G2 7AT
Company registration	Registered in Scotland. Company Number SC108909
Status	Authorised and regulated by the Financial Conduct Authority

## Appendix 5

### **Quotations provided for the fitting and subsequent removal of summer planters to be fitted to lamp-posts in the community.**

Specification provider to vendors:

We have a total of 132 baskets to go on 66 individual lamp-posts.

Brackets already installed and baskets/plants supplied.

The lamp posts are all in a fairly small geographical area and so not spread out. All in Brynna and Llanharan.

Price required please to collect from our local yard in the village and erect and then take down again and return to the yard after the summer. Quote to be split into 2 – Erection and removal, payment made after each element fitted upon presentation of invoice. Payment can be made the same day.

Expected delivery date – ‘In a couple of weeks’ according to the supplier (Bovington Nurseries).

All vendors to produce Public liability insurance.

Quotations received:

(Both vendors are reputable and carry out the same work for other local Community Councils.)

**Vendor A**

Erect :£750	Remove: £750	Total: £1,500
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**Vendor B**

Erect £850	Remove £850	Total £1,700
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Two other vendors who responded to the request for expression of interest have failed to submit quotes to the deadline.

The Standing Orders and Financial Regulations of the Council are satisfied as the Council can demonstrate that it has fulfilled the requirement to 'Strive' to obtain 3 quotes for this level of spend.

**Clerk's Recommendation:**

That the work be awarded to Vendor A



customer address:

Leigh Smith  
Clerk to the Council.  
Llanharan Community Council  
2a Chapel Road  
Llanharan CF72 9QA  
E: Clerk@llanharan-cc.gov.wales / project@llanharan-cc.gov.wales  
T: 01443 231430 / 07769 266675

site address:

15th May 2023

Purchase Order No:

Quote: 4308

Item Description	Quantity	Unit Price	Total Price
<b>Installation of Hanging Baskets</b> To install supplied hanging baskets to 66 lampposts (x2 per post) to existing brackets in various locations throughout the village with our cherry picker. Work to begin late evening to prevent disruption and for safety. Allowed 2 days	1	£750.00	£750.00
<b>Removal of Hanging Baskets</b> To remove hanging baskets from 66 lampposts (x2 per post) in various locations with our cherry picker. Work to begin late evening to prevent disruption and for safety Allowed 2 days	1	£750.00	£750.00
Costs include travel, fuel, labour and all fixings			
Payment Terms: Non account customers: Payment due in full with order. Account customers: 14 days from invoice date. All goods remain the property of d3signs until paid for in full. PLEASE NOTE: It is company policy NOT to proceed with an order until approved artwork & order confirmation has been returned to us. This quotation is valid for 30 days from the date above.			Net Total £1,500.00
			VAT £300.00
			TOTAL £1,800.00

BACS payments to: d3signs Bank: Santander, Bridgend Sort Code: 09-01-27 Account No: 37282749

Please read Terms & Conditions on our website before accepting this quotation

d3signs Ltd - Registered in England and Wales 6880165 • VAT Reg No. 948 8828 49

**From:** [Sion Nicholls](#)  
**To:** [The Clerk / Project Officer](#); [The Clerk](#)  
**Subject:** Re: Hanging baskets  
**Date:** 18 May 2023 14:24:57

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Hi,

Apologies, I would charge £800 for putting the baskets up and £800 for taking them down so a total of £1,600.

Thank you  
Sion

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**From:** The Clerk / Project Officer <project@llanharan-cc.gov.wales>  
**Sent:** 16 May 2023 13:49  
**To:** Sion Nicholls <sionslawnsplanthire@outlook.com>; The Clerk <clerk@llanharan-cc.gov.wales>  
**Subject:** RE: Hanging baskets

Good afternoon

Do you intend submitting a quotation? The document will need to go out to councillors Wednesday evening.

Could you get me a quote by 5pm Wednesday please along with your public liability insurance certificate by 5pm at the latest?

regards

**Leigh Smith**  
**Clerk to the Council.**  
**Llanharan Community Council**  
[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)  
[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)  
[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)  
**Tel: 01443 231430 / 07769 266675**

Mae'r neges ar gyfer y person / pobl enwedig yn unig. Gall gynnwys gwybodaeth bersonol, sensitif neu gyfrinachol. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych chi wedi derbyn y neges ar gam, rhowch wybod i'r sawl sy wedi anfon y neges ar unwaith. Mae'n bosibl y bydd holl negeseuon yn cael eu cofnodi a/neu fonitro unol â'r ddeddfwriaeth berthnasol.

[llanharan-cc.gov.uk](http://llanharan-cc.gov.uk)

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**From:** Sion Nicholls <sionslawnsplanthire@outlook.com>

**Sent:** Saturday, May 13, 2023 9:33 AM

**To:** The Clerk <clerk@llanharan-cc.gov.wales>

**Subject:** Hanging baskets

Hi,

I'm interested in quoting for putting up the hanging baskets can you send me more information please?

I currently cover some areas for hanging baskets including Pontypridd, Porth, ynysbwl and Benlinog. I can provide references if required.

My contact number is 07932370301

Thank you

Sion Nicholls

## **Appendix 6**

### **Proposal to suspend the Councils Standing orders/Financial regulations**

Motion: Councillor Chris Parker.

To suspend the following clauses of the Council's Standing Orders and Financial regulations with regards to agenda item 11.

To allow a replacement door to be fitted to the Council's changing rooms emergency exit as a matter of urgency.

Standing order 22.1. Expenditure: -

Any expenditure incurred by the Council shall be in accordance with the Council's financial regulations.

Under clause 11.2g of the Councils financial regulations.....

Where the value is below £6,000 and above £1,000 the Proper Officer or RFO shall strive to obtain 3 estimates of the cost of proposed supply.

## Appendix 7

### **Rear exit (emergency exit) door on the shower block at the Welfare ground.**

To consider authorising the Officers of the Council to spend up to an amount to be decided upon to renew the rear exit (emergency exit) door on the shower block at the Welfare ground. The shower block is purportedly owned by the Community Council and operated by LRGT under a memorandum of understanding.

The door in question serves as a fire exit (although not a fire door). Upon inspection in March 2022 it was found that the exit was nailed shut. The door was in a poor condition but serviceable.

In order to eliminate any risk from this aspect of the inspection, instructions were issued that the shower block could remain in use in the short term provided that the fire door is unscrewed and can be freely opened whilst members of the public are inside the building. However the block must not be used under any circumstances with the fire door closed and screwed shut.

The issue of replacing the door has not yet been resolved. The Clerk has now requested quotes for resolution of all of the defects identified in the statutory inspections that took place in 2022 and will review the statutory compliance of the hall in all regards urgently and obtain prices for Council to consider.

In order to remove the 'human factor' of having to ensure the fire exit door is unscrewed and open during habitation, it has been proposed that the Council immediately facilitate the replacement of the door and its associated framework. It is understood that LRGT are in the process of obtaining a quotation from a local reputable company.

The proposal is to authorise the Clerk to make payment (alongside suspension of standing orders in agenda item 10) to engage the company to carry out the work following receipt of the quotation.



# Greenbarnes Ltd.

Leigh Smith  
Clerk to the Council  
Llanharan Community Council  
2a Chapel Road  
Llanharan  
CF72 9QA

## QUOTATION

Ref No. 27342/2  
Dated 24/04/2023  
Contact Leigh Smith  
Tel 01443 231 430  
Fax  
Mobile 07769 266 675

Dear Leigh,

Further to your enquiry, please find below details of our quotation for supply of the items required. Please refer to the foot of the main quotation for details including costs of available options and variations.

### Re : 2 off A-Multi 2-Bay 6A4 Noticeboards, Single-Sided (Previous Quote 24869)

Item	Qty	Ref Code	Description	Unit Price	Total
A	2	AF30MC/D6/PC	AF30 Multi-Bay Kit for 2 x AF30/6A4 single or double sided with Contemporary 76mm diameter x 2500mm aluminium posts, Powder-coated RAL5010 Blue	£562.76	£1,125.52
B	2	HEAF30M/DA6B	External Header for AF30 Multi-Double Bay 6A4 Noticeboards Bow pattern (200mm high) Powder-coated RAL5010 Blue	£137.92	£275.84
C	2	LOGOAF/C	Full Colour Logo for AF Board printed on White vinyl (from ready to use artwork to be provided by client)	£61.50	£123.00
D	2	SLH	Signwriting, Cost per Header in vinyl lettering.  Times or Arial font ? White, Black or Gold vinyl ?	£53.06	£106.12
LLANHARAN COMMUNITY COUNCIL					
E	4	AF30/6A4/BLUE	AF30 Aluminium Noticeboard 6A4 Side Hinge O/A size 750 wide x 750 high x 30mm, 4mm Plexichoc Glazing (Back Panel White Internal & Light Grey External) Powder-coated RAL5010 Blue  Supplied with 6 x 20mm Magnetic Discs in White (as MD2/AF)	£264.62	£1,058.48
F	4	AFPB	Paint Outside of Back Panel to RAL5010 Blue	£18.96	£75.84
G	1	DELALL	Delivery to Llanharan	£103.45	£103.45
Sub Total					£2,782.20
VAT					£556.44
TOTAL					£3,338.64

Item Qty	Ref Code	Description	Unit Price	Total
			<b>Sub Total</b>	£2,868.25
			<b>Discount (3%)</b>	£86.05
			<b>Discounted Total</b>	£2,782.20
			<b>VAT</b>	£556.44
			<b>TOTAL</b>	£3,338.64

**Terms:**

**Payment: Net 30 days**

**Payment Methods Accepted By:**

**Cheques: Made payable to Greenbarnes Ltd**

**BACS: Metro Bank, Sort Code 23-05-80. Account No 26585244**

**Credit/Debit Cards accepted**

**VAT is charged at 20%.**

**Delivery: Typically expected approx 10 weeks from receipt of order.**

**This quotation is valid for 30 days from the date of this document.**

**Details and sizes as per catalogue.**

**Installation not included.**

**Line item prices exclude VAT**

**E & OE**

**OPTIONS(ex VAT):**

Boards available in: RAL9005 Black, RAL6005 Green, RAL3004 Red, RAL5010 Blue, RAL8017 Brown, RAL 9010 White

Additional magnets:

MD2 20mm dia magnets: £13.47/pack of 12

Self healing pinboard (grey) in place of standard magnetic back panel: +£136.92 per 2 bay board

To order, simply ring, fax or email quoting the reference number at top of this document. Alternatively, if you need clarification, or would like to discuss or amend your requirements, please do not hesitate to contact our sales team on 01280 701093 or sales@greenbarnes.co.uk.

Yours sincerely ,



Andy Brewer  
Technical Sales

## Appendix 9

### Purchase and fit a wheelchair-friendly picnic bench at Oakbrook park.

Council had previously resolved the following:

#### *2022/040 RESOLVED*

*To purchase a replacement, wheelchair-friendly picnic bench for up to a cost of £450 plus £120 fitting. (Oakbrook)*

Given new arrangements regarding the fitting of benches and an increase in cost of benches the following is proposed:


**Total proposed = £1000 from CIL funds**

Comprising:

- Wheelchair friendly picnic bench NBB - £475  
(See quotes below)
- Concrete base and fitting £350 by approved contractor quote (Minute ref 2023/083) - £385
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- High quality picnic tables, customized to provide space for wheelchair users
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**UK Mainland Delivery:** £18.95 + VAT  
(Exclusions apply - see Delivery Information)

**Delivery:** 6-8 weeks

[Delivery Information](#)



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## Appendix 10

### **To consider a report submitted by the Fireworks working group**

The Council has previously resolved to appoint LCDP to deliver the Fireworks event for November 2023 based on quotations provided.

Further more in February 2023 the following was resolved:

***2023/045 Further arrangements for Fireworks display in November 2023.***

#### ***RESOLVED***

*For a working group to be formed comprising the following members:*

*Cllrs David Evans, Neil Feist, Andrea James and Joanne Miller.*

*The terms of reference to be to examine any extra arrangements or terms to be set regarding the holding of the event. To consider venues for the event. To make recommendations to Council on these matters*

Whilst no recommendations have been made in the report, Council are invited to consider the contents of the report produced by the working group and to resolve to appoint a venue for the event and to resolve any other terms it feels necessary.

Report below:



## Fireworks November 2023

### Sites

The working group met to discuss potential sites. The following list was created with pros and cons.

	<b>Pros</b>	<b>Cons</b>
Llanilid Playing Fields	Big open space  Safe and out of the way  Visual impact – can be seen from a distance  Parking available along enterprise way and side roads  Easy access for emergency  Politically neutral -	Toilet facilities  Muddy if it rains as there is no hard standing  No hard standing for traders  Outskirts – very far away for some
Llanharan Rugby Club	Club facilities – toilets and bar  Track record  Good working relationship between drop in and rugby club	Bottleneck entrance to the spectator site
Llanharan Welfare Hall	Track record  Welfare hall facilities – toilets and kitchen	Bottleneck entrance to the spectator site  Issue with fencing to be investigated  No local parking
Brynna Community Centre	Community centre facilities – toilets and kitchen	Limited capacity  No local parking

Following discussion we decided to shortlist the following sites for the primary reasons stated:

Rule out Brynna due to limited capacity.

Rule out Llanilid due to accessible paths (wheelchairs and pushchairs)

### **Considerations**

Initial major considerations for the two remaining sites.

Llanharan Rugby Club	Access issues Access to building for toilet facilities beforehand Cost and any other demands – is it free again?
Llanharan Welfare Hall	Lighting (Floodlighting)  Fence – Ingress/egress for people Fence - Access for traders  Cost and any other demands

### **Way forward**

It was agreed that the following people would arrange to meet with a representative of the two shortlisted sites:

Andrea would liaise with the Rugby Club to enquire cost of hiring ground for 5<sup>th</sup> November.

Neil contacting Sarah Liney to arrange site meeting ideally for Sunday 12<sup>th</sup> November at 10am to enquire cost of hall facilities and ground and discuss fence.

## **Responses**

### **Rugby Club:**

Rugby club is happy to hold the event. They have provisionally pencilled the date in. They usually have a dance event there on a Sunday that time of year so would appreciate it being firmed up asap. No charge. Also, happy to open to an hour before advertised event start time for access to the club, toilets and the ground.

Issue was raised about toilet access last year and they were happy to concede that that was an error. Discussion was held about the 'bottleneck' at entry/exit, but that was down to LCDP. They have no demands and are happy to oblige with whatever is stipulated.

### **LRGT:**

Neil and David met with Sarah Liney of the LRGT and held discussions. Following the meeting the following email was received.

1. Hire of ground and hall (excluding kitchen) £250.

The facility will be made available from 1pm on the 5th November 2023 and everything should be cleared and cleaned including the hall and toilets by 6:30am on the 6th November 2022. A charge will be made if the venue is not returned in the same condition.

2. Fencing as discussed, our Trustee will remove. (2 panels)

3. Public donations should be counted with you both present on the evening and split as follows 25% Blandy Jenkins Archers/50% ourselves and 25% The Drop in.

4. The request for as many low noise fireworks as possible given the wildlife around this area as well as the impact on all pet owners within the community in addition those suffering with PTSD.

5. No live fish or animals to be given as prizes, should stalls be accepted as a vendor.

6. Public liability certificates are to be provided prior to the event from the Council and vendors before final agreement including the any licenses required.

7. A Marshall to be present in the hall at all times.

8. Damage to be paid for in full (ground and hall)

9. A cap of 3,500 attendees and priority to those in our community.

10. Any electrical items must be pat tested and street vendors should ensure they have the equipment to operate without the need of using Trust supplies.

11. The Trustees would like to point out, there is always a lengthy queue for toilet facilities, they suggest

portaloos are considered to ease the queues so the community can further enjoy the event without spending time waiting in a queue.

### **LCDP input**

Having fed back to the group, it was decided to approach LCDP for their input into the venue choice. Andrea and David had a Zoom meeting with Darren and Scott from LCDP. The following is the feedback from Darren:

- Llanilid Football field – I have not yet visited this site but looked on Google Maps logistics getting to site seem difficult, there are too many points of entry where people could access the field while firing the fireworks. Hire equipment would require more than normal (More lights, barriers) no where secure to leave equipment over the weekend.
- Brynna field – the total capacity at this venue would be 2220 that does not allow any room for vendors or fairground rides.
- Llanharan Welfare field – We know it works at this venue only issue is the green fence around field would have to have RCT health & safety lady visit site to see it.
- Llanharan Rugby field – This would be our preferred venue, logistics of getting fireworks to firing zone & skip is much easier, the floodlights to pitch can be individual switched on/off when we need them. You picked up that the DJ could not be heard at the back of the car park we also picked up on this and the club have had a new PA system which can be used during the event.

Additionally, discussions were held about a concern with the use of the low noise fireworks for this years display. As they are new, they cost more than normal fireworks. Additionally, the selection is not as great so LCDP will have to repeat some of the display to make it last longer.

Also, some of the new ones manufactures are shipping in boxes of 4 and the supplier is requiring that LCDP purchase all 4 even though they might only need 2. The supplier is willing to store the others until next year but LCDP are concerned about committing as they don't know if the Council will use them in 2024. They always over budget on the hire equipment so cost would be covered from there.

## **Appendix 11**

### **Options to progress the commissioning and construction of a bridge over the river Ewenny at Brynna Woods and associated matters**

**Council has previously made the following resolutions:**

#### ***2023/062 Progress of Trens Crossing Working Group***

##### ***RESOLVED***

*To set aside £275,000 of CIL funds to underwrite the construction of the 'Multi-user/Equestrian Bridge over the River Ewenny at Brynna Woods' project, with a view to negotiating alternative sources of funding from RCTCBC and others. The amount to be added to the CIL123 list and Active Project list.*

#### ***2023/085 Progress of Trens Crossing Working Group and Bridge over River Ewenny.***

##### ***RESOLVED***

*For the Clerk to write to the appropriate person within RCTCBC to enquire what support RCTCBC would be willing to provide with the Ewenny River crossing project. From support with designing the specification and assisting in submitting a planning application through to full project management including specification, consultation, planning and delivery of the bridge and its associated civil works. The Clerk to make it clear that the Community Council has CIL funds and would welcome a negotiation on the matter should RCTCBC be minded to assist.*

Clerk's note: This resolution was fulfilled on 3<sup>rd</sup> May 2023 via email and hard copy letter. See *appendix 11a*.

**Motion brought by Councillor Helen Donnan:**

(Cllr Donnan's emails regarding this can be found in Appendix 11b)

**To propose:**

1. Setting a deadline of 1<sup>st</sup> June 2023 for a response from RCTCBC regarding the email and letter sent re support and funding.(Minute 2023/085)
2. To decide on next steps in the event of no meaningful reply to this communication by the deadline in terms of:
  - To make a decision whether to accept one of the quotations of Taziker (See Appendix 11c and 11d)

*Clerk's note: This option would be subject to a) Taziker agreeing to honour the quotations in light of the differing timelines that are now apparent between the Network rail Trenos Crossing Bridge and the Bridge over the River Ewenny. And b) Advice from One Voice Wales that this approach would still in their opinion allow the Council to deviate from its Standing Orders and Financial Regulations that stipulate any expenditure over £25,000 should go to tender and the duty to obtain best value by obtaining 3 quotes.*

*Note also the scope of project management offered in the quote shown in App 11d does not appear to be material or comprehensive. This Quote would require clarification.*

*Also note that this option does not include the obtaining of any licences and permissions (NRW, planning etc...) and does not include work required to link the two bridges which would need to be handled and costed separately.*

OR

- Whether to proceed to tender and if so on what basis.

ie with full project management including obtaining of licences and permissions and to include the work required to link the two bridges

Or

For the supply and abutments of the bridge only (with or without installation which depending on design can be done by volunteers) and for The Council or some other third party to obtain licences and permissions and with or without the work required to link the two bridges.

Or

Some other combination of the separate elements of the project.

3. To obtain formal written permission from the landowners, the Wildlife Trust and arranging a formal face to face meeting with them to discuss the scope of the project.



**From:** [The Clerk / Project Officer](#)  
**To:** ["Mark.A.Norris@rctcbc.gov.uk"](mailto:Mark.A.Norris@rctcbc.gov.uk)  
**Cc:** [Office](#)  
**Subject:** Llanharan Community Council - Ewenny River bridge. Ref: Cllr Mark Norris, cabinet member for Development and Prosperity.  
**Date:** 03 May 2023 16:44:00  
**Attachments:** [image001.png](#)

---

Councillor Norris,

Good afternoon, I write to you in your capacity as cabinet member for Development and Prosperity.

Llanharan Community Council has passed a number of resolutions directing me to write to you on the topic of the proposed multi-user bridge over the River Ewenny at Brynna Woods nature reserve.

I understand that the local Borough County Councillor, Councillor Janine Turner has written to you on the same subject, so I apologise in advance if there is any duplication.

The Council has asked me to address the following topics specifically:

- Funding
- Other support for the project.

If I may I will address the two issues separately after a short summary of the project.

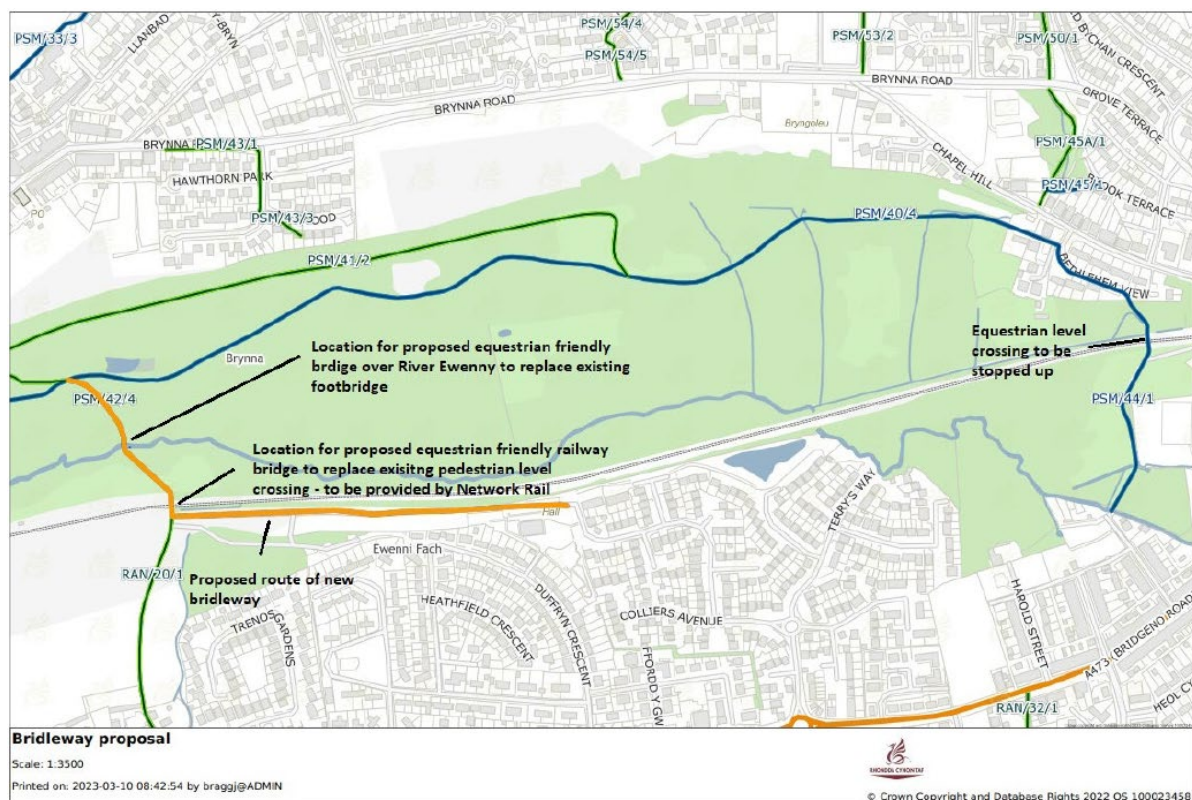
### **Project scope**

A working group of the Community Council comprising Network Rail, Persimmon, RCTCBC Rights of Way (Jason Bragg) the British Horse Society and other stakeholders has been looking at delivering a multi-user railway crossing at Trens (fully funded by network rail) about a mile to the west of Llanharan Railway station.

Associated with the crossing is the creation of bridleway routes etc.... to create a coherent bridleway route and allow the permanent closure of a historic bridleway. (Your Jason Bragg is engaged).

Part of the project is to replace the current foot crossing over the river Ewenny at Brynna Woods nature reserve (owned by the wildlife Trust) which lies approximately 80 meters to the north.

The replacement bridge will be suitable for bridleway access which is critical to the aims of the overall project.



Network Rail are now well underway with preparations for construction of the railway crossing with construction due to begin this year pending the appropriate licences and approvals and preparations are underway for the Bridleway creations and other associated Rights of Way processes.

It is now accepted that the two bridges cannot be constructed at the same time and the River Ewenny Bridge will be considered as a stand alone aspect of the overall project.

#### **River Ewenny Bridge funding**

Regarding the bridge over the River Ewenny, the Community Council has provisionally earmarked £275,000 of CIL funds, which have been added to the Council's CIL123 list.

The principle of earmarking these funds is to effectively underwrite the project and to demonstrate to stakeholders that there is commitment to building the Bridge. The Community Council expects to contribute a large proportion of the funding but is seeking alternative sources of funding. Grant applications are being explored and other stakeholders have pledged some sums towards the project.

**The Community Council would like to request an urgent meeting to ascertain whether RCTCBC will contribute any funding to the project.**

#### **Other potential non-funding sources of support**

The Community Council is considering its approach to delivering the project. Professional project management would need to be 'bought in' and the Council is considering its approach.

It is clear that in any case engagement with RCTCBC will be necessary in terms of the specification of the bridge, arrangements for ongoing inspection and maintenance and potentially with regards to planning and other aspects of the project. But given that RCT has the expertise in these matters the Community Council requests further support.

The wording of the resolution passed is:

..... To enquire what support RCTCBC would be willing to provide with the Ewenny River crossing project. From support with designing the specification and assisting in submitting a planning application through to full project management including specification, consultation, planning and delivery of the bridge and its associated civil works. The Clerk to make it clear that the Community Council has CIL funds and would welcome a negotiation on the matter should RCTCBC be minded to assist.

**The Community Council would like to request an urgent meeting to ascertain whether RCTCBC will provide any non-funding support to the project and if so to what extent and what financial arrangements could be arrived at between the two bodies.**

Please feel free to make contact informally should you require further details or context.

Best regards

**Leigh Smith**  
**Clerk to the Council.**  
**Llanharan Community Council**  
[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)  
[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)  
[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)  
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**From:** [Helen Donnan](#)  
**To:** [The Clerk](#)  
**Cc:** [Mark Steer](#); [David.Evans@rctcbc.gov.uk](mailto:David.Evans@rctcbc.gov.uk); [Janine Turner](#); [Chris](#); [Bragg, Jason](#); [d.ludlow@welshwildlife.org](mailto:d.ludlow@welshwildlife.org)  
**Subject:** Re: Ewenny Fach Proposal for meetings.  
**Date:** 11 May 2023 14:39:04

---

Hi leigh,

Following on....

I have just spoken to Duncan from Wildlife Trust.

He has confirmed that he is happy to support Bridleway bridge over Ewenny Fach and agrees things need to progress.

He is happy to attend a meeting and will speak to his contacts in NRW and forward name for an invite by LCC.

Also, a planning application can be submitted by any interested party with the consent of Land owner.

To add the PROW team, need full involvement so I have included Jason Bragg in email trail.

Many thanks

Helen

---

**From:** Helen Donnan  
**Sent:** Thursday, May 11, 2023 1:40 PM  
**To:** The Clerk <clerk@llanharan-cc.gov.wales>  
**Cc:** Mark Steer <Mark.Steer@llanharan-cc.gov.wales>; David.Evans@rctcbc.gov.uk <david.evans@rctcbc.gov.uk>; Janine Turner <janine.turner@llanharan-cc.gov.wales>; Chris <chris.parker@llanharan-cc.gov.wales>  
**Subject:** Ewenny Fach Proposal for meetings.

Hi Leigh,

Following on from our conversation from this morning, that this item would be added to next Council meeting.

I have put points for proposal and possible discussion amongst Council members but I am also inclined to think that this subject is weighted in complexities that should afford more time or a separate meeting, but happy for it to go on agenda.

My agenda proposal - for consideration

1. As it is now apparent the two bridges will not be constructed simultaneously I suggest Council organize a face-to-face meeting asap with the landowners. <https://www.welshwildlife.org/nature-reserves/bryнна-woods-and-llanharan-marsh>

2. I have taken the liberty to contact NRW with the intention to fact find the permissions and permits around water courses and flood management and construction.
3. Planning application - This will need a discussion with landowners, Re submission of planning app? Financial cost to who/reimbursement?
4. Setting a timeline for a response from RCT cabinet member can be agreed for 1/6/23 however this will delay again whether a response is forthcoming or not.
5. The longer an uncoordinated approach goes on as I believe the Community Council should be the lead on this will pose further issues along the way.
6. Tendering or to instruct Taziker?

Thanks

Helen

4.

**From:** [Helen Donnan](#)  
**To:** [The Clerk](#)  
**Cc:** [Janine Turner](#); [David.Evans@rctcbc.gov.uk](mailto:David.Evans@rctcbc.gov.uk); [Chris](#)  
**Subject:** extraordinary meeting request  
**Date:** 10 May 2023 22:52:15

---

Evening Leigh,

Please may I request a proposal put to Council for an extraordinary meeting to be held as soon as possible.

This to include the following.

To discuss the prospect of a new multiuser bridge/equestrian bridge over the Ewenny Fach, Brynna Woods.

16<sup>th</sup> March Cllr Janine Turner has emailed the Leader of RCTCBC and relevant cabinet minister regarding funding for the proposed bridge - awaiting response. Has there been put a deadline on expected response date?

16<sup>th</sup> March 275,000 of Cil funds set aside to underwrite the construction of multiuser/equestrian bridge over Ewenny fach, with the view to negotiating alternative sources of funding from RCTCBC and others.

16<sup>th</sup> March To obtain formal advice regarding the legality of the tendering process reference the public contracts regulations 2015, and requirement or otherwise to go through a formal tendering process. The outcome to be reported to a future meeting of council. For the Clerk to attempt to identify potential further sources of funding for the MU/E bridge.

16<sup>th</sup> March The clerk to write to RCTCBC cabinet member for development and prosperity. Councillor Mark Norris? to request a meeting to discuss RCTCBC commitment to part funding the MU/E bridge.

16<sup>th</sup> Feb 150,000 be added to Cil 123 bridge Ewenny Fach

16<sup>th</sup> Feb The Clerk to make enquiries with RCTCBC planning, NRW and other agencies regarding the construction of the bridge,

see Appendix 9. update on Trens crossing working group progress and consideration of next steps.

(20<sup>th</sup> April apologies sent by myself. not able to attend therefore not able to cast vote).  
on-

2023/085 resolved - For the Clerk to write to the appropriate person within RCTCBC to

enquire what support RCTCBC would be willing to provide with the Ewenny river crossing project. From support and designing the specification and assisting in submitting a planning application through to full project management including specification, consultation, planning and delivery of the bridge and its associated civil works. The Clerk to make it clear that the CC has CIL funds and would welcome a negotiation on the matter should RCTCBC be minded to assist.

Notes from Trens Crossing working group meeting held on 19<sup>th</sup> April 23 - with key stakeholders. Appendix 9 should be revisited at this extraordinary meeting along with an Email to The British Horse Society from Lucy Anderson Network Rail.28/04/23

To include in invite, The Wildlife Trust, Jason Bragg and area NRW manager. Name to follow.

Summary - It is inevitable now that the Ewenny river crossing bridge will not be constructed at the same time as the the Trens Equestrian bridge and there is no forecast projection of when this may be done. Given that the Ewenny river bridge is not suitable for a bridleway, In order to proceed with the creation of a bridleway here and the permanent closure of the currently suspended bridleway at the black path this would necessitate good will from all parties with the assurances that a river crossing would be built and there would be no objections to the applications for the closure of the existing suspended bridleway at the black path. see Lucy Anderson email to BHS.

The British Horse Society response would be an objection to any closure of the existing temporary closure in place until a valid alternative as promised to the community had been created.

cofion cynnes/ kind regards  
Helen



Llanharan Community Council  
Office: 2a Chapel Road,  
Llanharan  
CF72 9QA

***For the Attention of Leigh Smith - Clerk to Council***

**Reference: Equestrian friendly bridge to span the river Ewenny**

**Date: 17<sup>th</sup> February 2023**

Following the Site walkout out to the existing footbridge over the river Ewenny with Chris Parker (Llanharan Community Council), we have been asked to provide a cost to provide an equestrian friendly bridge to span the river Ewenny to replace the current bridge and suitable banking's either side to match the levels of the approaches.

As discussed on site with the various local stakeholders, in the interest of minimising the costs, it was agreed that all necessary approvals and licenses required to carry out these works would be obtained by the Llanharan Community Council, and that the Brynna Wood Welsh Wildlife trust would take responsibility for the removal of any trees / Vegetation required to facilitate the works.



Our proposal for the works would be to remove the existing footbridge, excavate behind existing retaining walls and remove / or include within new interlock concrete block retaining walls either side of the river.

Back fill, with Type 1 MOT Subbase to existing approach levels.

Add and compact additional subbase to achieve satisfactory levels prior to hand laying suitable wearing coarse to the immediate bridge approaches.

The new bridge will be installed onto the concrete block retaining wall and secure in place with resin fixings.

### **Equestrian Bridge Design Specification**

A structural GRP (Glass Reinforced Polyester) outer in a 'Wood Effect' finish with a 100% Recycled PET Bottle core. Structural beams and channels are pultruded GRP. All manufactured in the UK. Supplied in kit form to assemble on site.

### **Outer Structure**

GRP is strong, durable, requires no maintenance and offers a life expectancy of over 75 years. It is anti-corrosive, 40% of the weight of steel, non-conductive, and through coloured. Properties for GRP pultrusion's comply with BS EN 13706 grade E23 with the exception that longitudinal modulus to be 28 GPA. Carbon fibre pultruded strip to have longitudinal modulus of 139 GPA.



**Inner Core of Planks, Posts and Rails.**

The bridge utilises an inner core of 100% recycled P.E.T. (Polyethylene Terephthalate)- utilising 140no recycled bottles per metre squared of deck. This is around 2800no recycled bottles for an average bridge.

**Deck Planks**

Deck planks are usually supplied with a castellated top with our class leading "resin-infused" finish of GRIPfast Aluminium Oxide. Slip resistance values of SRV60 to SRV84 in wet and dry conditions. The UK Slip resistance Group requirement is above SRV35. Recycled plastic, Timber and steel decks are known to be slippery in wet conditions and would therefore require a post-manufacture coating to meet the SRV standards.

**Equestrian Rubber Tiles**

The bridge deck will be fitted with 40mm Horse Tiles resin bonded to the decking panels.

**Why not use 100% Recycled plastic?**

Recycled materials are not structural and therefore not fit for deck panels or bridge loading requirements requiring a minimum of 5kn/m<sup>2</sup>.

Unlike 100% recycled post-consumer plastic waste, the GRP outer structure has a much higher slip resistance and is not affected by sunlight or heat which leads to recycled equivalents to warp and deform.

**Loadings of Bridge**

Our bridges are typically designed to BS4592-0:2006 + A1:2012 5kn/m<sup>2</sup>. All parapets are designed to BS-7818: 1995 Class 2 for a 0.7KN/m loading.

**Fire Specification**

All GRP section complainant to BS476 Part 7 Class 2 - Classification of spread of flame Fire tests on building materials and structures.

**CODES AND DESIGN STANDARDS****Structural Design**

- BS EN 1993-1-1 General Rules and Rules for Buildings • BS EN 1993-1-1 UK NA Published on Dec 2008
- BS EN 1991-1-1 General Rules
- BS EN 1991-1-1 UK NA General Rules
- BS EN 1993-2 Bridges (for guidance only)
- BS EN 1993-2 UK NA Bridges (for guidance only)
- PD 6695-2 Design of bridges
- SCI P185 Best Practice in Bridge Design
- SN003\_NCCI\_Elastic critical moment for LTB
- SN004\_NCCI\_Calculation of alpha-cr
- CD 368 Design of fibre reinforced polymer bridges and highway structures
- CIRIA C779 Fibre reinforced polymer bridges
- BS EN ISO 3506 Fasteners Mechanical properties of corrosion-resistant stainless steel fasteners.



**Global and Geometric Design**

- Bridleway Bridge Specification - British Horse Society
- LTN 1/20 Cycle Infrastructure Design - Sustrans
- Design Standards for Accessible Railway Stations, V04 - Department for Transport
- CD 143 Designing for walking, cycling and horse-riding
- CD 353 Design criteria for footbridges - Highways England.

**Total Cost = £234,086.00****Assumptions**

In preparing our quotation we have assumed the following:

We have assumed that the footpath / bridleway will be fully closed for the duration of the works.

**Exclusions**

Cutting back of vegetation / pruning / pollarding or removal of trees in order to facilitate the works within Brynna woods will be carried out by the Welsh Wildlife trust in advance of the works.

A site walk out will be carried out prior to these works in order to identify the extent of the de-vegetation works required.

All approvals, licenses, footpath closures etc., required to carry out the works will be arranged and paid for by the Llanharan Community Council in sufficient time to allow the works to be carried out during the installation of the new Bridleway across

**Contract Terms and Conditions**

Taziker clarify that contract terms and conditions did not form part of this enquiry, so provision has been made for the following contract assumptions:

1. That the award will be made on an unamended NEC3 (April 2013) Option A Form of Contract, including secondary clauses X1, X2, X7, X18, W2, Y(UK)2, Y(UK)3 and noted key Z Clauses.
2. X7 - Liability is to be capped at 10% contract award sum.
3. X18.1 - No liability for Employer's indirect or consequential loss.
4. X18.2 - Taziker liability for loss of or damage to the Employer's property is limited to 50% of the contract award sum.
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6. X18.4 - Taziker total liability to the Employer for all matters arising under or in connection with the contract, other than the excluded matters, is limited to 50% of the contract award sum and applies in contract, tort, or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by Taziker for Injury or death of a person, willful misconduct, confidentiality breaches (including data protection), Fraud & corruption and matters that legally cannot be excluded by Law.
7. X18.5 Taziker is not liable to the Employer for a matter unless it is notified to Taziker before the end of the liability date.
8. Z1 - The Intellectual Property Rights in all documents prepared by or on behalf of Taziker Industrial Limited in relation to the contract and the work executed from them remains the property of Taziker Industrial Limited. Taziker Industrial Limited hereby grants to the Contractor an irrevocable, royalty free, non-exclusive licence to use and reproduce the

**Address.**  
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Ackhurst Business Park,  
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**Phone.**  
0844 8800 385

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www.taziker.com



documents for any and all purposes connected with the construction, use, alterations, maintaining, dismantling, reassembling, repairing, adjusting or demolition of the works. Such licence entitles the Contractor to grant sub-licenses to third parties in the same terms as this licence provided always that Taziker Industrial Limited is not liable to any licensee for any use of the documents or the Intellectual Property Rights in the documents for purposes other than those for which the same were originally prepared by or on behalf of Taziker Industrial Limited.

### Commercial Assumptions

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- TI has assumed that that neither Liquidated or Ascertained Damages nor General Damages will apply to any future contract between the parties and has not allowed for such risk within our price.
- TI has assumed that our normal industry standard levels of insurance cover will suffice for this work.
- TI has assumed that in any future contract entered into by the parties, neither party shall have any liability for any indirect or consequential losses except for indirect or consequential losses caused by its willful misconduct or arising out of any liability which TI cannot exclude in law, such as fraud.
- TI has assumed that if a standard un-amended NEC form of Contract is not to be adopted, then you will issue your Purchase Order, Draft Contract Agreement, terms and conditions, programme, insurances, liquidated damages, site restrictions, site rules, interaction with other operations etc. in reasonable timescale to allow full perusal that may lead to reasonable negotiations between the parties so that an agreement is in place prior to any work commencing on site.

We trust that the enclosed is of interest and if you require any further information, please do not hesitate in contacting Matt Greenhalgh on 0344 8800 385 Mobile 07545 609358

*Matt Greenhalgh*

**Matt Greenhalgh**

Director of Technical Services and Special Projects

**TAZIKER**

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**Head Office.** 6 Lodge Bank, Crown Lane, Horwich, Bolton, BL6 5HY. Registered in England, Company Reg No.2766990.

Llanharan Community Council  
Office: 2a Chapel Road,  
Llanharan  
CF72 9QA

***For the Attention of Leigh Smith - Clerk to Council***

**Reference: Equestrian friendly bridge to span the river Ewenny**

**Date: 13<sup>th</sup> March 2023**

Following the Site walkout out to the existing footbridge over the river Ewenny with Chris Parker (Llanharan Community Council), we have been asked to provide a cost to provide an equestrian friendly bridge to span the river Ewenny to replace the current bridge and suitable banking's either side to match the levels of the approaches.

As discussed on site with the various local stakeholders, in the interest of minimising the costs, it was agreed that the Brynna Wood Welsh Wildlife trust would take responsibility for the removal of any trees / Vegetation required to facilitate the works.



Our proposal for the works would be to remove the existing footbridge, excavate behind existing retaining walls and remove / or include within new interlock concrete block retaining walls either side of the river.

Back fill, with Type 1 MOT Subbase to existing approach levels.

Add and compact additional subbase to achieve satisfactory levels prior to hand laying suitable wearing coarse to the immediate bridge approaches.

The new bridge will be installed onto the concrete block retaining wall and secure in place with resin fixings.

We have included for the removal and disposal of the redundant footbridge and any redundant supporting elements that cannot be included within the new bridleway bridge foundation design.

### **Equestrian Bridge Design Specification**

A structural GRP (Glass Reinforced Polyester) outer in a 'Wood Effect' finish with a 100% Recycled PET Bottle core. Structural beams and channels are pultruded GRP. All manufactured in the UK. Supplied in kit form to assemble on site.

### **Outer Structure**

GRP is strong, durable, requires no maintenance and offers a life expectancy of over 75 years. It is anti-corrosive, 40% of the weight of steel, non-conductive, and through coloured. Properties for GRP pultrusion's comply with BS EN 13706 grade E23 with the exception that longitudinal modulus to be 28 GPA. Carbon fibre pultruded strip to have longitudinal modulus of 139 GPA.

***Inner Core of Planks, Posts and Rails.***

The bridge utilises an inner core of 100% recycled P.E.T. (Polyethylene Terephthalate)- utilising 140no recycled bottles per metre squared of deck. This is around 2800no recycled bottles for an average bridge.

***Deck Planks***

Deck planks are usually supplied with a castellated top with our class leading "resin-infused" finish of GRIPfast Aluminium Oxide. Slip resistance values of SRV60 to SRV84 in wet and dry conditions. The UK Slip resistance Group requirement is above SRV35. Recycled plastic, Timber and steel decks are known to be slippery in wet conditions and would therefore require a post-manufacture coating to meet the SRV standards.

***Equestrian Rubber Tiles***

The bridge deck will be fitted with 40mm Horse Tiles resin bonded to the decking panels.

***Why not use 100% Recycled plastic?***

Recycled materials are not structural and therefore not fit for deck panels or bridge loading requirements requiring a minimum of 5kn/m<sup>2</sup>.

Unlike 100% recycled post-consumer plastic waste, the GRP outer structure has a much higher slip resistance and is not affected by sunlight or heat which leads to recycled equivalents to warp and deform.

***Loadings of Bridge***

Our bridges are typically designed to BS4592-0:2006 + A1:2012 5kn/m<sup>2</sup>. All parapets are designed to BS-7818: 1995 Class 2 for a 0.7KN/m loading.

***Fire Specification***

All GRP section complainant to BS476 Part 7 Class 2 - Classification of spread of flame Fire tests on building materials and structures.

**CODES AND DESIGN STANDARDS****Structural Design**

- BS EN 1993-1-1 General Rules and Rules for Buildings • BS EN 1993-1-1 UK NA Published on Dec 2008
- BS EN 1991-1-1 General Rules
- BS EN 1991-1-1 UK NA General Rules
- BS EN 1993-2 Bridges (for guidance only)
- BS EN 1993-2 UK NA Bridges (for guidance only)
- PD 6695-2 Design of bridges
- SCI P185 Best Practice in Bridge Design
- SN003\_NCCI\_Elastic critical moment for LTB
- SN004\_NCCI\_Calculation of alpha-cr
- CD 368 Design of fibre reinforced polymer bridges and highway structures
- CIRIA C779 Fibre reinforced polymer bridges
- BS EN ISO 3506 Fasteners Mechanical properties of corrosion-resistant stainless steel fasteners.

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## Global and Geometric Design

- Bridleway Bridge Specification - British Horse Society
- LTN 1/20 Cycle Infrastructure Design - Sustrans
- Design Standards for Accessible Railway Stations, V04 - Department for Transport
- CD 143 Designing for walking, cycling and horse-riding
- CD 353 Design criteria for footbridges - Highways England.

## Project Management

Including the following: Bridge design, Foundation design, Design drawings, Design Certs in accordance with CG300, AIP document in accordance with CG300

## Planning drawings

TAA approval and liaison with LA, Liaison with statutory bodies - (assumed EA)  
Issue final design, Check of fabrication drawings.

**Total Cost = £256,658.00**

## Assumptions

In preparing our quotation we have assumed the following:

We have assumed that the footpath / bridleway will be fully closed for the duration of the works.

## Exclusions

Cutting back of vegetation / pruning / pollarding or removal of trees in order to facilitate the works within Brynna woods will be carried out by the Welsh Wildlife trust in advance of the works.

A site walk out will be carried out prior to these works in order to identify the extent of the de-vegetation works required.

We will obtain all approvals, licenses, and footpath closures etc., required to carry out the works, but it is assumed that the Fees for these items will be paid for by the Llanharan Community Council in sufficient time to allow the works to be carried out during the installation of the new Bridleway across

## Contract Terms and Conditions

Taziker clarify that contract terms and conditions did not form part of this enquiry, so provision has been made for the following contract assumptions:

1. That the award will be made on an unamended NEC3 (April 2013) Option A Form of Contract, including secondary clauses X1, X2, X7, X18, W2, Y(UK)2, Y(UK)3 and noted key Z Clauses.
2. X7 - Liability is to be capped at 10% contract award sum.
3. X18.1 - No liability for Employer's indirect or consequential loss.
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We trust that the enclosed is of interest and if you require any further information, please do not hesitate in contacting Matt Greenhalgh on 0344 8800 385 Mobile 07545 609358

*Matt Greenhalgh*

**Matt Greenhalgh**

Director of Technical Services and Special Projects

## Appendix 12

### **Status update of the Memorial Garden/Garage project at Grove Terrace and proposal for a temporary cleanup**

The consultant dealing with the Council's Sewer diversion application to Welsh Water (Section 185 application) have provided us with a design for the application and at the behest of Welsh Water have issued a call for quotations to carry out the work. The requests for quotations were sent to a number of local on 4<sup>th</sup> May 2023 with requests for quotes to be returned before the end of May 2023 with a view to carrying out work (depending on resolutions of Council) in the Summer.

The Clerk has made enquiries regarding the status of the SuDs application.

It is hoped that the sewer diversion and work on the memorial garden can commence in the summer pending permission from RCTCBC SuDs and Welsh Water.

The Clerk has sought a meeting with the consultant to run through the next steps and likely timeframes.

### **Temporary cleanup of the site**

**See photographs below**







It has been proposed that the Council undertake a clean-up of the Grove Terrace work site.

**Clerk's recommendation.**

The Mounded material cannot be removed from the site without a waste transfer licence and a destination. (It is treated as a recycled asphalt-bound material) and it is unclear whether the contractor wishes to utilise any arisings in the project construction.

It is difficult to see how the stacked material in the last photograph can be stored any neater than it is, some of it is clearly materials for use on the project. Some of it appears to be dry arisings.

Removing any material from the site would incur cost and disruption to the residents via the use of heavy machinery. This can be done and quotes can be obtained but councillors should consider the amount of work involved and disruption against the difference this would make to the visual impact of the site and the time frame given it is hoped work can commence this summer.

The Clerk suggests that at this stage the Council arranges for our staff to strim the site to remove the weeds and carry out a general tidy up by hand where possible.

Catherine Kennedy  
Llanharan Community Council  
2a Chapel Road  
Llanharan  
Pontyclun  
CF72 9QA

Fy Nghyf/My Ref:  
**23/0498/10**

EichCyf/Your Ref:

Dyddiad/Date: 10/05/2023

Gofynnwch am/Please ask for: Amy Marshall  
01443 281130

**DATBLYGIAD** Attic extension and two storey extension to rear  
**ARFAETHEDIG/PROPOSAL:**  
**LLEOLIAD/LOCATION :** ST LUCIA, GELLIFEDI ROAD, BRYNNA,  
PONTYCLUN, CF72 9QG  
**CYF GRID/GRID REF:** 298927, 183355

<b>DEDDF CYNLLUNIO GWLAD A THREF</b>	<b>TOWN AND COUNTRY PLANNING ACT</b>
<b>1990 / GORCHYMYN CYNLLUNIO GWLAD</b>	<b>1990 / TOWN AND COUNTRY PLANNING</b>
<b>A THREF (GWEITHDREFN RHEOLI</b>	<b>(DEVELOPMENT MANAGEMENT</b>
<b>DATBLYGU) (CYMRU) 2012</b>	<b>PROCEDURE) (WALES) ORDER 2012</b>

**Annwyl Sir/Madam**

**Dear Sir/Madam**

Mae manylion cais cynllunio a ddaeth i law Cyngor Bwrdeistref Sirol Rhondda Cynon Taf, mewn perthynas â'r cais uchod, wedi'u hamgáu. Gofynnaf am eich sylwadau.

I enclose details of a planning application received by Rhondda Cynon Taf County Borough Council, in respect of the above proposal, and request your observations.

I weld cynlluniau ac ati ar gyfer y cais uchod ar-lein, ewch i [www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning) a chlicio ar 'Cymraeg' ar frig y dudalen.

Please view plans etc for the above application online at [www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning)

Os nad ydw i'n clywed gennych chi o fewn 21 diwrnod o ddyddiad y llythyr hwn, byddaf yn tybio nad ydych am gyflwyno sylwadau.

I will assume you have no comments to make if I do not hear from you within 21 days of the date of this letter.

Yr eiddoch yn gywir / Yours faithfully,



**Jim Bailey**  
**Pennaeth Cynllunio / Head of Planning**



Catherine Kennedy  
Llanharan Community Council  
2a Chapel Road  
Llanharan  
Pontyclun  
CF72 9QA

Fy Nghyf/My Ref:  
**23/0501/10**

EichCyf/Your Ref:

Dyddiad/Date: 10/05/2023

Gofynnwch am/Please ask for: Huw Boaler  
01443 281130

**DATBLYGIAD** Single-storey rear extension  
**ARFAETHEDIG/PROPOSAL:**  
**LLEOLIAD/LOCATION :** 1 MELBOURNE TERRACE, BRYNNA,  
PONTYCLUN, CF72 9QL  
**CYF GRID/GRID REF:** 298616, 183276

**DEDDF CYNLLUNIO GWLAD A THREF  
1990 / GORCHYMYN CYNLLUNIO GWLAD  
A THREF (GWEITHDREFN RHEOLI  
DATBLYGU) (CYMRU) 2012**

**TOWN AND COUNTRY PLANNING ACT  
1990 / TOWN AND COUNTRY PLANNING  
(DEVELOPMENT MANAGEMENT  
PROCEDURE) (WALES) ORDER 2012**

**Annwyl Sir/Madam**

**Dear Sir/Madam**

Mae manylion cais cynllunio a ddaeth i law  
Cyngor Bwrdeistref Sirol Rhondda Cynon  
Taf, mewn perthynas â'r cais uchod, wedi'u  
hamgáu. Gofynnaf am eich sylwadau.

I enclose details of a planning application  
received by Rhondda Cynon Taf County  
Borough Council, in respect of the above  
proposal, and request your observations.

I weld cynlluniau ac ati ar gyfer y cais uchod  
ar-lein, ewch i [www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning) a  
chlicio ar 'Cymraeg' ar frig y dudalen.

Please view plans etc for the above  
application online at  
[www.rctcbc.gov.uk/planning](http://www.rctcbc.gov.uk/planning)

Os nad ydw i'n clywed gennych chi o fewn 21  
diwrnod o ddyddiad y llythyr hwn, byddaf yn  
tybio nad ydych am gyflwyno sylwadau.

I will assume you have no comments to make  
if I do not hear from you within 21 days of the  
date of this letter.

Yr eiddoch yn gywir / Yours faithfully,



**Jim Bailey**  
**Pennaeth Cynllunio / Head of Planning**





**From:** [Shauna Blake](#)  
**To:** [The Clerk](#)  
**Subject:** Land off Meadow Rise, Brynna  
**Date:** 09 May 2023 16:16:15  
**Attachments:** [Location Plan - Meadow Rise, Brynna.png](#)

---

Dear Sir/Madam,

Out of courtesy we are writing to inform you of our intentions regarding a parcel of Land we own in Meadow Rise, Brynna. As you know Llanmoor constructed the Meadow Rise development in the late 70's /early 80s and retained ownership to a few small parcels of land throughout the estate.

One of these vacant parcels, is land adjacent to 196 Meadow Rise. It is our intention to put together a design proposal for a scheme of 4 homes on this plot of land, to improve the physical appearance of the area and enhance the existing street scene. Thereafter we will discuss the scheme with RCT Council and their Development Control/Planning Department, with a view to preparing a formal planning application.

We have enclosed a location plan and would welcome any initial comments you may have in relation to the proposal.

Please send your response to [land@llanmoor-homes.co.uk](mailto:land@llanmoor-homes.co.uk)

We would be grateful if you would acknowledge receipt of this email.

Kind Regards,

**Shauna Blake**  
**Planning Assistant**  
**Llanmoor Development Co. Limited.**

