



LLANHARAN COMMUNITY COUNCIL

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance at Llanharan OAP Association), 7pm on Thursday 21st May 2026.

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

Members Present:

Councillors: Rhys Jenkins (Chair), David Evans, Andrea James, Andrew Morgan, Chris Parker, Nick Richards, Robert Smith, Mark Steer, Will Thomas, Janine Turner.

Apologies: None

Absent: Cllr Geraint Hopkins

Clerk to the Council: Leigh Smith

Assistant Clerk: Rebecca Jenkins

2 Members of the Public

2026/142 Welcome and Apologies

The Chair welcomed all attendees to the meeting.

2026/143 Disclosures of Personal and/or Prejudicial Interests

Cllr Chris Parker declared a personal interest in agenda item 13 (minute ref 2026/154) being a volunteer at the Pantry.



Cllr Janine Turner declared a personal interest in agenda item 13 (minute ref 2026/154) being a volunteer at the Pantry.

Cllr Nick Richards declared a personal interest in agenda item 33 (minute ref 2026/174).

2026/144 Public Speaking

None

2026/145 Minutes of Ordinary Meeting of the Council held on 16th April 2026.

RESOLVED

To approve the minutes of the ordinary council meeting held on 16th April 2026 as a true and accurate record.

2026/146 Minutes of Extraordinary Meeting of the Council held on 27th April 2026.

RESOLVED

To approve the minutes of the extraordinary council meeting held on 27th April 2026 as a true and accurate record.

2026/147 Minutes of Annual Meeting of the Council held on 12th May 2026.

RESOLVED

To approve the minutes of the Annual Meeting held on 27th April 2026 as a true and accurate record.

2026/148 Current casual vacancies of the Council

Noted

2026/149 Community Council Action Plan

Noted

2026/150 Correspondence

Noted



2026/151 Community Crime Statistics

Noted.

2026/152 Council Expenditure for April 2026

RESOLVED

To approve expenditure for April 2026 as shown in payment schedule 'Appendix 7' presented to the meeting.

2026/153 Year-To-Date Spend vs Budget

Noted

2026/154 Pantry Finances Report

Noted

2026/155 Bryncae Community Centre Finance Report

Noted

2026/156 Resolutions and recommendations of the Human Resources Committee held on 21st April 2026

NOTED

That these items had already been considered at the Extraordinary Meeting of the Council on 27th April 2026.

2026/157 Resolutions and recommendations of the Welfare Ground Showerblock Committee held on 27th April 2026

NOTED

That these items had already been considered at the Extraordinary Meeting of the Council on 27th April 2026.



2026/158 To exclude the press and public by virtue of the Public Bodies (Admission to Meetings) Act 1960

RESOLVED

By virtue of the Public Bodies (Admission to Meetings) Act 1960, to exclude the press and public from the following 2 items of business on the basis that with regards to those agenda items, disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

The press and public left the meeting.

2026/159 Discretionary aspect of an employee's contract of employment.

RESOLVED

To Select Option 2 provide in the confidential paper presented to the Council, applying discretionary continuous service from April 2019 in respect of annual leave entitlement only, for all other purposes, continuous service to be recognised from November 2025 as per NJC 'Green Book' terms. For this to added to the employee's contract of employment.

2026/160 Consideration of the results of further due diligence with regards the award of the tender to refurbish the Showerblock

RESOLVED

To note the due diligence undertaken with regards the tender to refurbish the Showerblock, to approve progression of the contract at the earliest convenience, and ensure appropriate monitoring continues in the normal manner.

The press and public were re-admitted.



2026/161 Resolutions and recommendations of the Bryncae Community Centre (BCC) Committee held on 30th April 2026

NOTED

BCC2026/027 Suggested revisions to the hire agreement

RESOLVED

To adopt the revisions to the hire agreement provided in Appendices 5a and 5b, subject to the following amendments:

- a) Not to make any change to the hourly rate*
- b) Not to make any change to the cancellation and refund policy until the officers have provided further data*
- c) To replace the “alcohol declaration” with a clear prohibition on the sale of alcohol.*

2026/162 Resolutions and recommendations of the Trenos-Ewenni Crossing (TEC) Committee held on 5th May 2026

NOTED

TEC2026/038 To consider the Stakeholder engagement strategy for the project.

RESOLVED

To adopt the Stakeholder Engagement Strategy as provided in Appendix 12 to the meeting, subject to future alteration as time and circumstances demand.

2026/163 Resolutions and recommendations of the Community Engagement Committee held on 7th May 2026

a) RESOLVED

CEC2026/006 To consider fitting signage to the Council offices and delegating a budget to the Officers to facilitate the work.

To fit appropriate signage to the Council offices on Chapel Road, delegating a budget of £1,000 to the officers to facilitate the work pending any required permissions/licenses.



CEC2026/007 Written motion from Cllr Andrew Morgan regarding the purchase and placement of flags and flagpoles

b) RESOLVED

To accept the proposal in principle to purchase flags to be displayed in the council's business and community building Christmas tree holders. The flags to comprise Welsh flags, Dewi Sant flags and Union flags, to be variously displayed throughout the year to a set schedule. The officers to carry out further research, including consultation with local residents, and present a paper to council with further details including estimated initial and ongoing costs at a future meeting.

c) RESOLVED

To accept the proposal in principle to erect up to three flag poles near the coal dram near the roundabout at the bottom of Enterprise Way, ideally displaying the Welsh flag, Union flag and Community Council flag. If only one pole can be erected, a permanent Welsh flag to be flown. The officers to carry out further research, including consultation with local residents, and present a paper to council with further details including estimated initial and ongoing costs at a future meeting.

2026/164 Resolutions and recommendations of the Human Resources Committee held on 8th May 2026

NOTED

HR2026/012 Recommendations of the interview panel for the RFO/Deputy Clerk role.

RESOLVED

To appoint Catherine Kennedy as RFO/Deputy Clerk for 30 hours per week. Employment terms as per the job advert and model NALC Contract already approved by the committee. Including employment at SCP 26 on the National Joint Council for Local Government Services (NJC) pay scale, the candidate holding the CILCA (Certificate in Local Council Administration) qualification, the contract applying an extra scale point above the SPC 25 advertised for the holding of that qualification. Delegated authority to do so having been previously conferred by full council. Start date to be around 1st June, that being indicated as acceptable by the candidate but subject to further negotiation with the Clerk.



2026/165 Cancellation of the meeting of the Community Infrastructure Levy (CIL) Committee planned for 14th May 2026

Noted.

2026/166 Digital Working Group updates and recommendations

None.

2026/167 Review of the Council's arrangement for insurance cover in respect of insurable risks and a quotation for insurance

a) RESOLVED

To suspend financial regulation 11.3e)ii on the grounds that Gallagher is a broker which carries out an exercise to obtain a competitive price, thereby satisfying the duty to obtain best value.

b) RESOLVED

b) To renew for a one-year period on the terms of the quotation provided by Gallagher and supplied to the meeting as Appendix 17a. The quotation being £5,465.96

2026/168 Proposal to fit an access ladder and hatch to allow safe access to maintain the Clock on Llanharan Square.

RESOLVED

- a) To suspend Financial Regulation 11.3e)ii requiring the officers to strive to obtain 3 quotations due to the reasonable price quoted, the sensitivities in negotiating access for companies to the property to provide quotations and to maintain the goodwill of the householder regarding the ongoing siting of the clock and periodic access to the property for maintenance and repair.
- b) To authorise the officers to spend up to £850 to arrange the fitting of a loft hatch and ladder at 'the Smithy' for health and safety purposes. Comprising the quotation cost of £763.72 plus a contingency. The officer's to seek a written agreement with the householder that the equipment would be added to the council's asset register and be considered a council asset, the council would be responsible for its maintenance and that the equipment would remain in place as long as access was required (and permission was maintained by the householder) to maintain the clock



being fitted explicitly and primarily for that purpose, and that should this permission be rescinded in the future, the householder consented to the equipment being removed and the access being restored to its original condition at the cost of the council and at the council's discretion.

2026/169 Consideration of a draft Volunteer Policy

RESOLVED

To defer this matter to a future meeting.

2026/170 Members' reports

Cllr Andrew Morgan

Cllrs Morgan and Evans attended the recent PACT meeting which attracted a small number of residents. The PCSO reported that Persimmon have improved their security fencing and signage in response to concerns about anti-social behaviour and RCTCBC have cleared debris at the location in question.

2026/171 Feedback from External Group Meetings

a) RCT Town & Community Council Liaison Committee (Cllrs Rhys Jenkins and Chris Parker)

The inaugural meeting will be held on 17th September 2026.

b) One Voice Wales, RCT/Merthyr/Caerphilly Area Committee (Cllr Robert Smith)

No meeting

c) One Voice Wales Larger Councils Committee (Cllr Robert Smith)

No meeting

d) Dolau Primary School appointed governor (Cllr Andrew Morgan)

Cllr Morgan has emailed the headteacher to introduce himself.

e) Llanharan Primary School appointed governor (Cllr Geraint Hopkins)

No report



f) Brynnau Primary School appointed governor (Cllrs Rhys Jenkins)

No report

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

The Trust are leading a Nature Walk in Brynna Woods at 10am on 27th May.

h) Llanharan Community Development Project Liaison (Cllr Robert Smith)

The AGM was held on 20th May 2026 with the election of a new Chair and the addition of three new Trustees. The financial report was encouraging and the Council's support is appreciated.

2026/172 The Council's Training Plan 2025-2027

RESOLVED

To approve the Council's Training Plan for 2026-2027 subject to the addition of the Biodiversity training as specified in the Biodiversity Plan. And to note progress against the training plan to date.

2026/173 Planning matters

RESOLVED

With regards planning application 26/0302/FUL: To formally comment that proposed wildflower planting should specify the planting of seeds and plants with local provenance and that the proposed nesting boxes should be swift boxes with suitable calling equipment to support the existing provision of well-used swift boxes at Meadow Rise, this may encourage further nesting for the young.

2026/174 Progress of CIL Project LCC19/07 Grove Terrace Garage and Memorial Garden

RESOLVED

To approve the proposed alteration in design to the garage subject to formal permission (if required) from RCT planning, and to authorise the officers to make the necessary submissions as required.



2026/175 Application for a community partnership fund grant application

Deferred to a future meeting of the Council.

2026/179 Urgent Information & Future Agenda Items

None

There being no further business, the meeting closed at 8.30 pm.

The next ordinary meeting of Full Council will be held on 18th June 2026.

Councillor Rhys Jenkins

Chair of Llanharan Community Council



LLANHARAN COMMUNITY COUNCIL

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance at Llanharan OAP Association), 7pm on Thursday 16th April 2026.

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

Members Present:

Councillors: Rhys Jenkins (Chair), David Evans, Andrea James, Andrew Morgan, Chris Parker, Nick Richards, Robert Smith, Will Thomas, Janine Turner

Apologies: Cllrs Neil Feist, Mark Steer

Absent: Cllr Geraint Hopkins

Clerk to the Council: Leigh Smith

RFO/Deputy Clerk: Lisa Phillips

Assistant Clerk: Rebecca Jenkins

5 Members of the Public

2026/101 Welcome and Apologies

The Chair welcomed all attendees to the meeting.



RESOLVED

- a) That the reason proffered with Cllr Neil Feist's apology for absence be accepted as a valid reason for absence.
- b) That the reason proffered with Cllr Mark Steer's apology for absence be accepted as a valid reason for absence.

2026/102 Disclosures of Personal and/or Prejudicial Interests

Cllr Chris Parker declared a personal interest in agenda item 13 (minute ref 2026/113) being a volunteer at the Pantry.

Cllr Janine Turner declared a personal interest in agenda item 13 (minute ref 2026/113) being a volunteer at the Pantry and a personal and prejudicial interest in agenda items 17 and 18 (minute refs 2026/117 and 2026/118) having a decision-making role regarding the Wind Farm funds.

Cllr Nick Richards declared a personal interest in agenda item 29 (minute ref 2026/129).

Cllr David Evans declared a personal and prejudicial interest in agenda items 17 and 18 (minute refs 2026/117 and 2026/118) having a decision-making role regarding the Wind Farm funds.

The Chair welcomed Cllr Andrea James back to the Council following her recent successful co-option.

2026/103 Public Speaking

None

2026/104 Minutes of Ordinary Meeting of the Council held on 19th March 2026.

RESOLVED

To approve the minutes of the ordinary council meeting held on 19th March 2026 as a true and accurate record.

2026/105 Guidance regarding agenda items to be considered and compliance with Senedd elections pre-election period restrictions



Noted

2026/106 General grant application from LCDP

RESOLVED

To defer consideration of the application to an extraordinary meeting to be held on a future date due to the complexity of the issues involved.

2026/107 Current casual vacancies of the Council

Noted

2026/108 Community Council Action Plan

Noted

2026/109 Correspondence

Noted

2026/110 Community Crime Statistics

Noted.

2026/111 Council Expenditure for March 2026

RESOLVED

To approve expenditure for March 2026 as shown in payment schedule 'Appendix 5' presented to the meeting.

2026/112 Year-To-Date Spend vs Budget

Noted

2026/113 Pantry Finances Report

Noted



2026/114 Bryncae Community Centre Finance Report

Noted

2026/115 Resolutions and recommendations of the Events Committee held on 31st March 2026

NOTED

EV2026/026 Further arrangements for the 2026 Fireworks display

RESOLVED

- a. To hold the 2026 Fireworks display at Llanharan Welfare Ground for the reasons stated in the paper supplied to the committee as Appendix 4.*
- b. To instruct the Officers to continue researching the necessary arrangements to use Llanharan RFC in future years.*

EV2026/027 2026 Over 60s' Christmas Lunches

RESOLVED

To hold over 60s' Christmas lunches on Wednesday 16th and Thursday 17th December 2026 as being the dates proposed by Llanharan OAP Association subject to the availability of caterers and a venue.

EV2026/028 Caterers - 2026 Over 60s' Christmas Lunches

a. RESOLVED

To engage Cresta Caterers to provide the lunches in 2026 and to book a maximum of 320 places with Menu 2 including the optional Cheese board at £28.92 per head (£34.70 including VAT), and to budget the sum of £9,255 for the purpose.

a) RESOLVED



To suspend Financial Regulation 11.3 e) ii) on the grounds that the Council have attempted to obtain 3 quotations for catering having requested quotations from local providers but only one of the providers being available on the dates of the Christmas lunch events.

NOTED

EV2026/029 Venue - 2026 Over 60s' Christmas Lunches

RESOLVED

To book Llanharan Rugby Club for the 2026 lunches and to authorise the officers to spend the sum of £300 for this purpose.

EV2026/030 Increased budget for the panto production stage extension

RESOLVED

To book Events Onstage Ltd to supply the stage extension and to increase the budget for the event by £1,175 to £4,173 for the purpose.

b) RESOLVED

To suspend Financial Regulation 11.3.e.iii) with regards the hire of a temporary stage for the Pantomim, taking into account the Council's recent previous experience with Events Onstage Ltd, a local company, having provided an excellent service at the VE Day event in 2025, and noting that other companies having been approached for quotations did not respond.

c) RESOLVED

EV2026/031 Request to undertake the annual Remembrance Day service at Llanharan War Memorial

To accept the request of the Royal British Legion to undertake the future arranging of the annual Remembrance Day service at Llanharan War Memorial, and to refer further planning back to the Events committee.



NOTED

EV2026/032 Annual Events timetable

RESOLVED

To instruct the Officers to make the draft Annual Events timetable available to Members for consideration.

2026/116 Resolutions and recommendations of the TEC Committee held on 2nd April 2026

NOTED

TEC2026/022 To consider the procurement strategy for the project.

RESOLVED

To adopt the following procurement strategy following the recommendations of Burroughs.

Works Packaging: Single works package

Procurement Route: Two-stage Design and Build

Tendering Procedure: Open Procedure

Pricing Mechanism: Two-stage approach with initial fixed price for bridge structure, followed by agreement of final contract price post - PCSA

Form of Contract: Pre-Construction Services Agreement followed by NEC4 Engineering and Construction Contract (Option A or Option C to be confirmed).

TEC2026/023 Next Steps

Noted. For a future meeting to consider aspects of the council's existing decision-making matrix and other factors to be included in a future tender and for the Council to decide on the appropriate mechanism to issue a tender in consultation with Burroughs.

Cllrs David Evans and Janine Turner left the meeting.



2026/117 Written motion regarding the potential submission of a grant application to an external funder in relation to CIL Project LCC25/09 Skateparks

RESOLVED

To authorise the officers to apply for a grant from the smaller Mynydd Wind Farm Grant fund to cover the excess cost between the funding already allocated (£200k) and the actual cost once established by the selection of a tender to carry out the work to a maximum of £6000.00 and any shortfall beyond that to be made up from CIL funds and or general reserves.

2026/118 Written motion regarding the potential submission of a grant application to an external funder in relation to CIL Project LCC23/02 Bryncae Community Centre.

RESOLVED

To authorise the officers to apply for a grant from the Mynydd Portref fund via GrantScape to be used to fund 3 sub-projects within the program of refurbishing Bryncae Community Centre. These would be:

Refurbishment of the kitchen (estimated cost £2500)

Refurbishment of the male and female toilets (estimated cost £6500)

Provision of electrically operated blackout blinds for the high-level windows (estimated cost £8000)

The grant amount would therefore be for £16.5k with any shortfall in the actual cost to be covered by CIL funding allocated to the overall project.

Cllrs David Evans and Janine Turner returned to the meeting.

2026/119 Resolutions and recommendations of the CIL Committee held on 7th April 2026

a) *RESOLVED*



CIL2026/009 Written motion to increase the earmarked funds for the Trenos, Ewenny Crossing Project (LCC23/01 Bridge over the River Ewenny).

To increase the earmarked funds for the Trenos, Ewenny Crossing Project (LCC23/01 Bridge over the River Ewenny) from £275,000 to £600,000 following the receipt of a partial budget forecast from Burroughs (Project Managers).

b) RESOLVED

CIL2026/010 Elevating the project “Proposed Multi-user route from Terry’s Way to Jubilee Street” to the active project list along with its assigned funding of £250,000.

To defer consideration of whether to allocate funds and elevate the project to the Active Project List for a period of not less than 12 months. This being necessary in order to demonstrate fiscal responsibility given existing CIL project commitments, known future CIL income and potential pressure on cashflow. This recommendation also having the effect of rendering void any previous resolutions that would incur any cost relating to the project.

c) RESOLVED

CIL2026/011 To consider whether any CIL funds for the “Proposed multi-user route from Terry’s way to Jubilee Street” should be recommended to be delegated to the Trenos and Ewenny Crossing Project Committee.

To defer consideration of this matter until after any CIL funds are allocated to the project.

d) RESOLVED



CIL2026/012 Llanharan RFC (Minis) general grant, consideration of allocating CIL funds.

Not to allocate CIL funds to the grant. The monies already having been paid to the applicant from the Council's general budget as resolved, and the administrative burden and uncertainties on transferring funds from the CIL earmarked reserve (EMR) over the year end closedown period being considered onerous.

e) RESOLVED

CIL2026/013 Spend of £920 against CIL Project LCC19/07 Memorial Garden/Garage to facilitate resubmission of lapsed SAB/SuD's application.

To authorise a further spend of £920 against project LCC19/07 Memorial Garden/Garage.

f) RESOLVED

CIL2026/015 CIL Grant application. LRGT – Resurfacing of carpark.

To add the project to the Active Project List and to allocate £75,000 of CIL funds indicating the Council's support for the project and the commitment of funds. But to request that the applicant carries out the further work suggested by them to confirm the validity of the quotations and to clarify their VAT status and intentions and for the quotations and the grant amount requested to then be resubmitted.

g) RESOLVED

CIL2026/016 CIL Grant application. Llanharan Primary School – Equipment for dedicated reading corners.

To add the project to the Active Project List and grant the sum of £5,313 from CIL funds.

h) RESOLVED



CIL2026/017 CIL Grant application. Brynna Allotment Association.

To support in principle the element of the project relating to the civil works required to improve the storage shed, but not the purchase of the pallet truck. To add the project to the Active Project List and to allocate £8,500 of CIL funds. But to request that the applicant obtains 2 further quotations for the civils work and for the 3 quotations and the grant amount requested to then be resubmitted.

i) RESOLVED

CIL2026/018 Suspending consideration of any further CIL grant applications from external groups.

To suspend CIL grant applications from external groups for a period of 24 months in order to maintain adequate reserves for the projects already added to the Active Project List and given changes to the projected CIL income over the coming years. Members of the Council retaining the ability to propose CIL applications from external groups to the CIL committee for addition to the Active Project List only under the following conditions:

- The member submits a formal written motion to that effect.
- Where a member is proposing consideration of an application from an external group then the member must ensure the CIL grant application form is completed in full by the group in the usual fashion with all supporting documentation provided in the usual way before the application is sent to the Clerk. If the application form is not completed in full and all supporting documentation provided to the satisfaction of the Clerk the matter will not be considered, and the written motion will not be accepted.
- The member must ensure that sufficient unallocated funds (on the Active Project list) are available for the project and must identify those funds in their proposal. Or if sufficient unallocated funds are not available, they must present a specific proposal to remove a current project on the Active Project List or reduce the allocation of funds to a current project on the Active Project List.



j) RESOLVED

CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects.

- i) nkremove LCC24/07 'Allotment expansion project' from the CIL123 List and Active Project List releasing £10,000 back into available funds. The project being unlikely to proceed in the foreseeable future.
- ii) To close project LCC21/14 Royal British Legion storage cabin, releasing the unspent £5,850 back into available funds. The cabin having been purchased in 2022 and commissioned in 2023.
- iii) To remove project LCC21/15 'Provision of dropped kerbs, Hillcrest-Grove Terrace' releasing the £12,012 allocated to the project back into available funds. The RCTCBC project having been completed in 2021 and the Community Council's share of funds never called for, despite prompts from the Clerk.
- iv) To remove the project "Provision of youth shelters" from the CIL123 list.
- v) To remove the project "MUGA on LRGT land adjacent to Bryncae Community Centre" from the CIL123 list.
- vi) To remove the project "Rain capture and irrigation system for Brynna allotments" from the CIL123 list.
- vii) To remove the project "Land from Grove Terrace to Chapel Road (Improvements)" from the CIL123 list.



k) RESOLVED

CIL2026/020 Specific items to be added to the capital plan for Bryncae Community Centre and any resulting increase to the £100,000 currently allocated to project LCC23/02 “Improvements to Bryncae Community Centre”

To add items i) to xvii) to the capital plan for Bryncae Community centre and to project LCC23/02 ‘Improvements to Bryncae Community Centre’, and amending the allocated CIL funds for the project to £168,633

- I) Provision of electrically operated blackout blinds for the high-level windows £8000
- II) Item 18 – Rub down and treat support leg £250
- III) Item 19 – Repairs to external render and paint with anti-graffiti paint £6,000
- IV) Item 20b - Repair high level window opener mechanism and cut out and replace mastic joint and window at rear of stage to have laminated security film or alternative where possible/ appropriate. £1,000
- V) Item 20c - Replace the windows, doors etc... at foyer area (including office windows) with new UPVC or similar. Doors to be accessible with roller shutters (and to South facing external fire door if possible) £30,000
- VI) Item 23 - Resurface the Western side of the carpark to remove undulations and reduce water ponding. Re-white line all parking bays. This work to be taken outside of the main tender for reasons of expediency. £10,000



- VII) Item 27a - Complete refurbishment of main male and female toilets with new fittings, floor to ceiling panelling and toilet cubicles to meet modern Hygiene standards. Cutting out and replacing sealant around all sanitary fittings in other 3 toilets £6,500
- VIII) Item 28a) and 28b) - Replace all internal doors including fire doors and replace all skirting boards and architrave visible from the man hall, corridors and foyer.
£5,000
- IX) Item 29 - The mains gas cut off valve to be made readily identifiable
£200
- X) Item 30 - Replace external flue cage and bracket to external condensation pipe.
£250
- XI) Item 39 - Cosmetic refurbishment of kitchen. Worktops, cupboard doors, splashbacks etc...
£2,500
- XII) Item 40 - An anti-vandal solution to prevent access to the low roof to prevent damage to roof /guttering and mitigate any liability issues. Anti vandal paint/roller barriers delegating a final decision to the Clerk in consultation with the Bryncae Community Centre working group and other interested parties.
£2,500
- XIII) Item 43 - Replacement cabling to western circuit of external LED lighting columns
£1,500
- XIV) Item 44 - Additional CCTV in the carpark
£2,000
- XV) Item 45 - New fire alarm and addressable ancillaries including magnetic door holders etc...
£7,500
- XVI) Item 46 - Improvements to external drainage. Fitting of aco drains along perimeter of green spaces to tie in with existing drains. Potentially increasing the size of the primary drain opening/chamber near the front door. (Or similar solutions).
£15,000



- XVII) In order to accommodate all of the resolutions made by the Council at this meeting including to authorise the officers to take such a sum of money from the council's CIL contingency funds as to ensure that unallocated funds balance at £0 following the expected CIL receipts at the end of April 2026.

I) RESOLVED

CIL2026/021 Progress Oakbrook skatepark refurb and pump track Working Group

That the project proceeds with design 2 (Clerk's note: Labelled as Concept Two on appendix 12a presented to the CIL Committee) to be adopted as the design for the skatepark, to add an additional £6,000 of CIL funding to the project and to instruct the Clerk to produce a formal tender pack for further presentation and to take whatever action is necessary to ensure the £100,000 of grant funding from Grantscape is delivered.

2026/120 Postponement of the Audit Committee meeting scheduled for 9th April 2026

It was noted that the meeting did in fact lawfully proceed, and its resolutions and recommendations will be considered at a future meeting of the council.

2026/121 Consideration of Cllr Andrew Morgan for Committees and Working Groups

RESOLVED

To add Cllr Morgan to the following Committees and Working Groups:
Human Resources Committee; ORA Committee; Bryncae Community Centre Committee; Digital Working Group



2026/122 Consideration of Cllr Andrea James for Committees and Working Groups

RESOLVED

To add Cllr James to the following Committees and Working Groups:
Human Resources Committee; Audit Committee; Community Engagement Committee; Bryncae Community Centre Committee; Digital Working Group;

2026/123 Digital Working Group updates and recommendations

None.

2026/124 Purchase of a Hand Arm Vibration Syndrome (HAVS) monitoring solution for maintenance activities, suspending Financial Regulations where required.

RESOLVED

To defer this matter to a future meeting of the council

2026/125 Purchase of a lone worker monitoring and alert solution for maintenance staff suspending Financial Regulations where required.

RESOLVED

To defer this matter to a future meeting of the council

2026/126 Members' reports

Cllr Mark Steer (provided in his absence by the Chair)

A nature walk was held on 25th March.

A site meeting was held with Soltys Brewster Ecology in Brynna Woods.

Cllr David Evans



RCT disabled parking bay application process is open until 12th May.
Members of the public can be signposted to the online application portal.

2026/127 Feedback from External Group Meetings

a) RCT Town & Community Council Liaison Committee (Cllrs Rhys Jenkins and Chris Parker)

No meeting

b) One Voice Wales, RCT/Merthyr/Caerphilly Area Committee (Cllr Robert Smith)

At the Area Committee Gareth Pearce, Head of Technology at RCTCBC, spoke about the roll-out of new software to councils, emphasizing the importance of data security.

At the Larger Councils meeting CloudyIT presented their data security product.

OVW reported the poor uptake of their training offer.

c) Dolau Primary School appointed governor (Cllr Neil Feist)

No report

d) Llanharan Primary School appointed governor (Cllr Geraint Hopkins)

No report

e) Brynnau Primary School appointed governor (Cllrs Rhys Jenkins and Chris Parker)

Nothing of note to report

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

See Members' Report above (minute ref 2026/126)

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



Members were urged to make themselves available to hear about the activities of LCDP at a meeting between Councillors and Trustees to be arranged.

2026/128 Planning matters

Noted without formal comment.

2026/129 Progress of CIL Project LCC19/07 Grove Terrace Garage and Memorial Garden, noting that the current dedication is to the former Peterston-super-Montem Parish Council and there is no centrepiece feature included inside the railings in the current design.

Noted.

2026/130 Arrangements for the 2026 Annual Meeting

RESOLVED

To hold the 2025 Annual Meeting on Tuesday 12th May 2026 at 7pm.

2026/131 Urgent Information & Future Agenda Items

The RFO/Deputy Clerk having tendered her resignation, the Chair expressed warm appreciation on behalf of the Council to Lisa Phillips for her diligence, hard work and efforts during her tenure as RFO/Deputy Clerk. The Council offers her best wishes for her new appointment.

The Clerk expressed equally warm thanks on behalf of the Officers for Lisa's dedicated, and often unseen, hard work reflected in the Council's recent record of unqualified audits.

The Chair asked that the Council's appreciation be conveyed formally in writing.

There being no further business, the meeting closed at 8.10 pm.

The next ordinary meeting of Full Council will be held on 21st May 2026.



Councillor Rhys Jenkins

Chair of Llanharan Community Council



LLANHARAN COMMUNITY COUNCIL

Minutes of the extraordinary Council meeting held on a remote basis (by remote attendance) 7pm on Monday 27th April 2026

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

Members Present:

Councillors; Rhys Jenkins (Chair), Chris Parker, Robert Smith, Mark Steer, Janine Turner, Nick Richards, Andrew Morgan, David Evans, Andrea James.

Apologies; Cllr Neil Feist.

Absent; Cllrs Geraint Hopkins, Will Thomas.

Clerk to the Council: Leigh Smith

2026/132 Welcome and Apologies

The Chair welcomed everyone to the meeting.

RESOLVED

To accept the reasons for absence proffered with Cllr Neil Feist's apologies for absence as a valid reason for absence.

2026/133 Disclosures of Personal and/or Prejudicial Interests

None.

2026/134 Public Speaking

None.

2026/135 General grant application from LCDP.

RESOLVED

To grant LCDP £30,036.44p for the purposes set out in the grant application. (Power Section 137 LGA 1972).



2026/136 Resolutions and recommendations of the Audit Committee held on 13th April 2026

a) RESOLVED

A2026/014 Bank reconciliations for Quarter 4 financial year 2025/26.
To approve bank reconciliations for Quarter 4 financial year 2025-26 as presented in the schedule "Appendix 2" presented to the meeting.

b) RESOLVED

A2026/016 To approve transfers for FY 2025/26.
To approve bank transfers for Quarter 4 financial year 2025-26 as presented in the schedule "Appendix 4" presented to the meeting.

NOTED

A2026/017 To approve virements for FY 2025/26.

RESOLVED

ITEM DEFERRED

c) RESOLVED

A2026/018 To approve journals for FY 2025/26.
To approve journals for financial year 2025-26 as presented in the schedule "Appendix 6" presented to the meeting.

d) RESOLVED

A2026/019 To approve accounts set up to be paid via direct debits for FY 2025/26.
To approve a summary of accounts set up to be paid via a direct debit mandate as presented in the schedule "Appendix 7" presented to the meeting.

NOTED

A2026/020 To approve the Fixed Asset Register for FY 2025/26.

RESOLVED

ITEM DEFERRED

2026/137 Resolutions and recommendations of the HR Committee held on 21st April 2026

NOTED

HR2026/005 Recommendations of OVW job evaluation and pay scales exercise.

RESOLVED



To defer consideration of the matter to a future meeting of the committee.

HR2026/006 Note resignation of the RFO/Deputy Clerk and terms of exit and recruitment of a replacement

a) RESOLVED

To accept the terms of resignation set out in the resignation letter, including with regards to untaken holiday entitlement with a planned leaving date of 1st May 2026.

b) RESOLVED

To commence the recruitment process under like for like terms, details as per the draft job advert and draft contract of employment presented to the committee in appendix 3b. The job advert to be issued via appropriate channels at the discretion of the Clerk.

Clerk's Note: In order to comply with clause 9 of the NALC model contract further delegation of authority from full council may be required or the final appointment recommended to full council for resolution. This will be dependent on the circumstances of the preferred candidate.

c) RESOLVED

An interview panel to be convened comprising Cllrs Rhys Jenkins, Robert Smith and the Clerk. The interview panel to make a recommendation to the HR Committee regarding appointment. The closing date for applications to be noon on 6th May 2026 with interviews to take place online on Friday 8th May 2026. The HR Committee to meet 7pm Friday 8th May 2026 to consider the recommendations of the panel.

2026/138 Delegating further authority to the HR Committee with regards to the recruitment of the replacement for the RFO/DeputyClerk.

RESOLVED

To delegate authority to the HR Committee to offer up to SCP 29 should the preferred candidate hold one of the 4 qualifications mentioned in section 9 of the NALC model contract and should the HR Committee deem it appropriate to do so. The HR committee then having authority to make an appointment on these terms in line with the established NALC Model contract for the role.

2026/139 Locum RFO cover

RESOLVED



To authorise the officers to spend up to £200 to arrange temporary locum RFO cover to provide a structured handover and/or urgent cover should the need arise following the resignation of the RFO/Deputy Clerk.

2026/140 Recommendations of the Welfare Ground Showerblock Committee including the issuing of a tender for the refurbishment of The Showerblock on Llanharan Welfare Ground.

WGSB2026/016 To consider tenders submitted for the refurbishment of the Showerblock and associated matters.

a) RESOLVED

To select a final specification for the program of works, all items excluding the following from the full specification:

4.3 Clean roof/Replace roof sheets; 4.14 Heating system; 4.19 Alarm switches; 4.22 Benches.

b) RESOLVED

To award the tender based on the specification outlined in WGSB2026/16a) to N&B Construction at a price of £61,095 with a 10% contingency of £6,109.50, totaling £67,204.50 To authorise the Clerk to issue the tender and spend up to £61,095 taking whatever action is necessary to facilitate this and the commencement of works in consultation with LRGT. Authority to spend the contingency of £6,109.50 being delegated to the WBSB Committee for any reason it sees fit in connection with the project.

c) RESOLVED

To allocate such CIL funds to project LCC25/01 "Improvements to the welfare ground shower block" as is necessary in order to meet the tender price, plus the 10% contingency resolved in 2026/140 b). For these funds to be taken from the CIL contingency fund maintained against council managed projects.

2026/141 Urgent Information & Suggestions for future Agenda Items

None

There being no further business, the meeting closed at 7.45pm.

Councillor Rhys Jenkins
Chair of Llanharan Community Council





LLANHARAN COMMUNITY COUNCIL

Minutes of the Council's Annual Meeting held on a hybrid basis (in person at Llanharan OAP hall and by remote attendance), at 7pm on Tuesday 12th May 2026.

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

Members Present:

Councillors: Rhys Jenkins (Chair), David Evans, Geraint Hopkins, Andrea James, Andrew Morgan, Chris Parker, Nick Richards, Robert Smith, Mark Steer, Will Thomas, Janine Turner.

Apologies: None.

Clerk to the Council: Leigh Smith

Assistant Clerk: Rebecca Jenkins

3 members of the public.

AM2026/001 Election of Chair of the Council

RESOLVED

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

AM2026/002 Election of Deputy Chair of the Council

RESOLVED

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

AM2026/003 Minutes of Annual Meeting held 22nd May 2025

Noted.



AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.

a) RESOLVED

Human resources Committee (5)

Membership: Cllrs Rhys Jenkins, Chris Parker, Robert Smith, Andrea James, Andrew Morgan.

Chair: Rhys Jenkins

Deputy Chair: Chris Parker

Terms of reference:

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

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

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

- Any action which would incur a cost to the council or is reasonably likely to have a current or future financial implication.

- To effect the dismissal, redundancy or involuntary retirement of any employee.

3. The Chair and Deputy Chair are appointed by the Full Council Annual Meeting held each year, this being a standing Committee of the Council.

4. The quorum necessary for the transaction of business shall be as per clause 8 of the Council's standing orders.

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

Proposed meeting dates 2026/27:

25th June 2026, 3rd December 2026



b) RESOLVED

To suspend standing order 19.9 in order to allow incumbent members without the appropriate attendance criteria from the previous year to remain on the committee.

c) RESOLVED

Audit Committee (5)

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

Chair: Rhys Jenkins

Deputy Chair: Janine Turner

Terms of reference:

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

Proposed meeting dates 2026/27

11 th June 2026	Consideration of internal audit report and AGAR.
9 th July 2026	Grants considered.
1 st October 2026	
14 th January 2027	Grants considered. Budget and precept for following year
8 th April 2027	



d) RESOLVED

Community Infrastructure Levy (CIL) Committee (5)

Membership: Cllrs Andrea James, Rhys Jenkins, Chris Parker, Nick Richards, Janine Turner.

Chair: Janine Turner

Deputy Chair: Chris Parker

Terms of reference:

1. The CIL Committee is constituted to be responsible for identifying, appraising and scrutinising potential projects for the Council's CIL 123 and active project list,
2. The CIL committee is responsible for monitoring CIL receipts and for monitoring the progress of individual projects and any expenditure approved by the full council.
3. The Committee shall identify processes and actions to ensure the responsible day to day management of CIL monies and projects.
4. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless authority is specifically delegated by full council.
5. The committee will commission, receive, consider and take action, including incurring expenditure, as necessary in relation to CIL subject to this being agreed by the Full Council unless specifically delegated otherwise.
6. The Committee will oversee the day-to-day management of the Council's CIL monies and projects and will respond to any issues regarding CIL
7. The Chair and Deputy Chair are appointed by the Full Council Annual Meeting held each year unless it is resolved for the Committee to do so itself at the first appropriate meeting.
8. The quorum necessary for the transaction of business shall be as per clause 8 of the Council's standing orders.
9. Meetings will be held every 2 months or sooner if required subject to the discretion of the Chair.

Proposed meeting dates 2026/27:

14th May 2026, 7th July 2026, 1st September 2026, 10th November 2026,
12th January 2027, 11th March 2027



e) RESOLVED

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

Membership: Cllrs Andrew Morgan, Chris Parker, Robert Smith, Mark Steer, Will Thomas.

Chair: Mark Steer

Deputy Chair: Andrew Morgan

Terms of reference:

1. The ORA Committee is constituted to be responsible for scrutinising and making recommendations to Council regarding all aspects of the Council's work regarding Open spaces, Rights of Way and Allotments.
2. The Committee shall identify processes and actions to ensure the responsible day to day management of ORA matters.
3. The Committee has no decision-making powers but instead makes recommendations to Llanharan Community Council unless authority is delegated by full council.
4. The Chair and Deputy Chair are appointed by the Full Council Annual Meeting held each year unless it is resolved for the Committee to do so itself at the first appropriate meeting.
5. The quorum necessary for the transaction of business shall be as per clause 8 of the Council's standing orders.
6. Meetings will be held every 2 months or sooner if required subject to the discretion of the Chair.

Proposed meeting dates 2026/27:

26th May 2026, 3rd September 2026, 26th November 2026, 25th Feb 2027

f) RESOLVED

To dissolve the Community Engagement (CEC) Committee given that its areas of responsibility reverting to full council.



g) RESOLVED

- i. To suspend Standing Order 19.8 to allow the membership of the Committee to exceed 8.
- ii. To suspend standing order 19.9 in order to allow incumbent members without the appropriate attendance criteria from the previous year to remain on the committee.

h) RESOLVED

The Trenos and Ewenny Crossings Project Committee (TEC) (9)

Membership: Cllrs David Evans, Rhys Jenkins, Andrew Morgan, Chris Parker, Nick Richards, Robert Smith, Mark Steer, Will Thomas, Janine Turner.

Chair: Chris Parker

Deputy Chair: Janine Turner

Terms of reference:

1. The 'TEC' Committee has delegated authority to oversee, scrutinise and make decisions on all aspects of the project known as project LCC23/01, "Bridge over the River Ewenny" the scope of which is set by resolution of the Council. Furthermore, the Committee is delegated authority to spend CIL funds allocated to the project and to issue tenders and select the successful tenders relating to the project within its allocated budget with regards to Financial Regulation 12.4a).
2. The Committee shall report to Council at each of its ordinary meetings on any resolutions made since the previous ordinary meeting.
3. The Chair and Deputy Chair are appointed by the Full Council Annual Meeting held each year unless it is resolved for the Committee to do so itself at the first appropriate meeting.
4. The quorum necessary for the transaction of business shall be as per clause 8 of the Council's standing orders.
5. Meetings will be held at least 4 times per year and then as required subject to the discretion of the Chair.
6. The Clerk to the Council or their nominated deputy shall act as the proper officer of the Committee. The proper officer shall produce an agenda and minutes of the meetings in accordance with Llanharan Community Council standing orders.
7. At the Annual Meeting of the Llanharan Community Council membership of the committee is reviewed and voted on together with these Terms of Reference.



Note:

TEC2025/037 RESOLVED

Delegated Authority

The Clerk of the Council is authorised to make operational decisions related to the project provided that:

- The decision does not incur or commit expenditure likely to exceed £4,000(exclusive of VAT, if applicable).
- The decision does not alter the agreed scope of the project as defined in the approved project plan or specification.
- The decision does not contradict or override any resolutions made by the TEC Committee or the Full Council.
- The Clerk to make decisions in consultation with the Trenos Crossing and Ewenny Bridge Working Group where appropriate.

Proposed meeting dates 2026/27:

2nd June 2026, 2nd July 2026, 10th September 2026, 6th October 2026, 12th November 2026, 10th December 2026, 7th January 2027, 4th February 2027, 4th March 2027, 1st April 2027

i) RESOLVED

Bryncae Community Centre Committee (7)

Membership: Cllrs Rhys Jenkins, Chris Parker, Nick Richards, Robert Smith, Janine Turner, Andrea James, Andrew Morgan,

Chair: Chris Parker

Deputy Chair: Janine Turner

Terms of reference: Reporting to full council.

1. The Bryncae Community Centre Committee is constituted to be responsible for scrutinising matters and considering decisions concerning the strategic direction and day to day operation of Bryncae Community Centre.
2. The Committee has delegated authority to spend any CIL funds allocated to the project 'LCC23/02 Improvements to Bryncae Community Centre'.
3. The Committee has other limited decision-making powers and makes recommendations to Llanharan Community Council unless specific delegation on particular matters is devolved to the Committee by a resolution of Council.

Specific issues where the Committee has delegated powers are:



- i. delegated authority to draw up or alter the terms and conditions of hire including hire fees.
 - ii. delegated authority to oversees and direct the cleaning strategy for the centre and appoint a contractor accordingly to carry out such duties up to the budget allocated for that expense.
 - iii. delegated authority to make operational decisions regarding the day to day running of the community centre.
4. The officers of the Council are delegated authority to:
 - i. approve expenditure on consumable items such toilet rolls, hand towels, cleaning products and similar items to the value of £250 at any one time up to the budget allocated for such expenses.
 - ii. to pay back any deposit that has been made for a booking within the provisions of the booking conditions
 - iii. energy and utility bills are paid subject to due diligence by the RFO without further reference to full council
5. The Chair and Deputy Chair are appointed by the Full Council Annual Meeting held each year unless it is resolved for the Committee to do so itself at the first appropriate meeting.
6. The quorum necessary for the transaction of business shall be as per clause 8 of the Council's standing orders.
7. Meetings will be held at least three times per year and then as required subject to the discretion of the Chair.
8. The Clerk to the Council or their nominated deputy shall act as the proper officer of the Committee. The proper officer shall produce an agenda and minutes of the meetings in accordance with Llanharan Community Council standing orders.
9. At the Annual Meeting of the Llanharan Community Council membership of the committee is reviewed and voted on together with these Terms of Reference.

Proposed meeting dates 2026/27:

23rd July 2026, 8th October 2026, 28th January 2027, 28th April 2027



j) RESOLVED

Welfare Ground Showerblock Committee (4)

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

Chair: Chris Parker

Deputy Chair: Robert Smith

Terms of reference:

1. Reporting to full council. The Committee to be delegated authority to spend the CIL funds allocated to LCC25/01 "Improvements to the Welfare Ground Shower Block" project (this spend to include legal fees, the costs of surveys etc.... relating to the work but NOT the transfer of the asset) and to facilitate negotiations with LRGT regarding the scope of work to be carried out, including any discretionary improvement/upgrade work to be carried out in addition to that identified in the building condition report. The Committee to progress and scrutinise all other aspects of the asset transfer making recommendations to Full Council for resolution, taking into account the basis for the transfer that has already been negotiated informally.
2. The Committee shall report to Council at each of its ordinary meetings on any resolutions made since the previous ordinary meeting.
3. The Chair and Deputy Chair are appointed by the Full Council Annual Meeting held each year unless it is resolved for the Committee to do so itself at the first appropriate meeting.
4. The quorum necessary for the transaction of business shall be as per clause 8 of the Council's standing orders.
5. Meetings will be held as required subject to the discretion of the Chair.
6. The Clerk to the Council or their nominated deputy shall act as the proper officer of the Committee. The proper officer shall produce an agenda and minutes of the meetings in accordance with Llanharan Community Council standing orders.
7. At the Annual Meeting of the Llanharan Community Council membership of the committee is reviewed and voted on together with these Terms of Reference.

Proposed meeting dates 2026/27:

30th July 2026, 29th October 2026, 26th January 2027, 22nd April 2027



k) RESOLVED

Events Committee (6)

Membership: Cllrs David Evans, Rhys Jenkins, Andrew Morgan, Chris Parker, Rob Smith, Janine Turner.

Chair: Janine Turner.

Deputy Chair: Chris Parker

Terms of reference:

1. The Committee holds delegated authority to arrange all aspects of the holding of community events. Including but not limited to the Fireworks Display and Senior Citizens' Christmas Lunches.
2. The Committee to be delegated authority to make decisions on and spend such funds available for events in the budget under the heading 'Community Functions' as allocated by the council as it sees fit. Note: An individual budget being allocated to some individual events.
3. The Committee shall report to Council at each of its ordinary meetings on any resolutions made since the previous ordinary meeting.
4. The Chair and Deputy Chair are appointed by the Full Council Annual Meeting held each year unless it is resolved for the Committee to do so itself at the first appropriate meeting.
5. The quorum necessary for the transaction of business shall be as per clause 8 of the Council's standing orders.
6. Meetings will be held as required subject to the discretion of the Chair.
7. The Clerk to the Council or their nominated deputy shall act as the proper officer of the Committee. The proper officer shall produce an agenda and minutes of the meetings in accordance with Llanharan Community Council standing orders.
8. At the Annual Meeting of the Llanharan Community Council membership of the committee is reviewed and voted on together with these Terms of Reference.

Proposed dates 2026/27:

4th June 2026, 24th September 2026, 22nd October 2026, 11th February 2027



AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference

a) *RESOLVED*

To retain the underlying terms of reference for all Working Groups as:

For the underpinning terms of reference for working groups to include the following:

For working groups to be empowered to carry out fact-finding investigations, carry out informal negotiations (without assuming any authority of the Council as a corporate body) and to do other work in order to be able to present recommendations or reports to Council for resolution.

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

Working groups should liaise with the Clerk where appropriate and any recommendations should be checked for lawfulness with the Clerk before presentation to Council.

The Clerk would ordinarily only attend working group meetings when requested in order to offer advice. Working group meetings are arranged informally by its members, led by the chair.

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

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

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

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

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

b) *RESOLVED*

To dissolve the Trens Crossing and Eweny Bridge Working Group

c) *RESOLVED*

To dissolve the Bryncae Community Centre Working Group.

d) *RESOLVED*

To dissolve the Jubilee Marsh Multi-User Route Working Group



e) RESOLVED

Walking and Multiuser Leaflets Working Group (4)

Membership: Cllrs Andrew Morgan, Robert Smith, Mark Steer, Will Thomas.

Chair: Cllr Mark Steer

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

f) RESOLVED

Oakbrook Skatepark refurb and pump track Working Group (4)

Membership: Cllrs David Evans, Andrew Morgan, Chris Parker, Janine Turner.

Chair: Cllr Chris Parker

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

g) RESOLVED

Hamlet/Ward Gateway Working Groups (3)

Membership: Cllrs David Evans, Nick Richards, Will Thomas.

Chair: Cllr Nick Richards

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

h) RESOLVED

Survey Working Group (4)

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

Chair: Cllr Robert Smith

Terms of reference: Reporting to Full Council. To examine arrangements to run a



survey of residents every 2 years to help better understand what residents want and how they feel the community council can support them through the services provided. The survey to run at an appropriate time to allow members to digest the results which will help inform the budget for the following financial year.

j) RESOLVED

Digital Working Group (5)

Membership: Cllrs David Evans, Rhys Jenkins, Andrew Morgan, Chris Parker, Will Thomas.

Chair: Cllr Rhys Jenkins

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

j) RESOLVED

Festive Display Working Group (4)

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

Chair: Chris Parker

Terms of reference: Reporting to Full Council. To consider the specification and other arrangements for the Christmas lights and festive displays.

AM2026/006 Appointees to external bodies and reporting arrangements.

a) RESOLVED

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

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

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

Dolau Primary School appointed governor: Cllr Andrew Morgan

Llanharan Primary School appointed governor: Cllr Geraint Hopkins

Brynnau Primary School appointed governor: Cllr Rhys Jenkins



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

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

AM2026/007 Civic Allowances for the municipal year 2026/27

a) RESOLVED

Payments for civic allowances to be made at the start of the municipal year unless specifically noted otherwise, without any repayment declarations or mechanisms in place to account for members resigning or being disqualified during the municipal year.

b) RESOLVED

To pay the members' Extra Costs Payment of £156 a year to all members except to those who formally write to the Clerk indicating that they do not wish to receive the allowance. This payment will not be subject to PAYE tax for those who return the 'working from home tax allowance declaration' to the RFO prior to payment.

c) RESOLVED

To pay the Mandatory Senior Role Payment of £500 to the Deputy Chair of the Council.

d) RESOLVED

To pay an optional Chair's allowance of £1500 to the Chair of the Council.

e) RESOLVED

Not to pay the Optional Deputy Chair's allowance, given that the Mandatory Senior Role Payment has been allocated to the Deputy Chair.

f) RESOLVED

In respect of the payments to the Chair and Deputy Chair (Senior allowance). The payments to be made as a lump-sum directly to the post-holder via the PAYE payroll system (subject to tax) at the start of the municipal year, with no reporting arrangements or spend policy in place.



g) RESOLVED

Not to pay any optional attendance allowance.

h) RESOLVED

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

i) RESOLVED

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

j) RESOLVED

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

k) RESOLVED

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

**AM2026/008 Written Motions in a municipal year
RESOLVED**

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

**AM2026/009 Written Motions in a single meeting
RESOLVED**

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



**AM2026/010 Policies and procedures
RESOLVED**

To reaffirm and approve the following policies of the Council:

1. Treasury and Investment Policy V1
2. Business Continuity Plan V1
3. Members' Social Media Guidance V1
4. Sickness and Absence Policy V2
5. Grievance Policy and Procedure V2
6. Equality and Diversity Policy V2
7. Disciplinary Policy and Procedure V2
8. Employees' Social Media Policy V1
9. Publication Scheme V1
10. Artificial Intelligence Policy V1
11. Privacy Notice V1
12. Freedom of Information Policy V1
13. Data Protection Policy V1
14. Poultry Wellbeing Policy V2
15. Allotment Tenancy Agreement V5
16. Environmental and Biodiversity Policy V1
17. DMMO Assistance Policy V1
18. Crime and Disorder Policy V1
19. Vexatious Policy V1
20. Complaints Procedure V1
21. Petition Policy V1
22. Safeguarding Policy V1
23. Volunteer Policy (Interim) V1

**AM2026/011 Internal Auditor For the Financial Year 2026/27
RESOLVED**

To retain WGW as the internal auditor for 2026/27 but not to hold an interim audit (provided this is not an unbreakable contractual obligation).

**AM2026/012 To review banking mandate signatories and PSDF directors
RESOLVED**

To appoint the following as authority and signatories:

Barclays bank main contact of authority (Primary user): Cllr Rhys Jenkins.

Banking mandate for cheques and direct debits:

The Clerk, the RFO, the Assistant Clerk, Cllr David Evans, Cllr Rhys Jenkins, Cllr Chris Parker.



Online banking (and authorisations):

The Clerk, the RFO, the Assistant Clerk, Cllr David Evans, Cllr Rhys Jenkins, Cllr Chris Parker.

Barclaycard main contact of authority:

The RFO.

Public Sector Deposit Fund directors:

Cllrs Rhys Jenkins, Chris Parker, Andrew Morgan.

AM2026/013 Asset Register

RESOLVED

To approve the Council's asset register as presented in 'Appendix 13 – Asset register updated Yr end 2025-2026' with a threshold of £250 subject to the addition of a Red Kite under category 'Wood Carvings' (row 199).

AM2026/014 Insurance cover in respect of insurable risks.

RESOLVED

To defer consideration of the Council's insurance cover pending further information.

AM2026/015 Service Level Agreements or other legal or arrangements with external groups.

Noted

AM2026/016 Membership of The Society of Local Council Clerks (SLCC)

RESOLVED

To renew all Officers' memberships at the appropriate time.

AM2026/017 Membership of One Voice Wales

RESOLVED

Deferred to a future meeting.

AM2026/018 Standing Orders

RESOLVED

To defer consideration of the Council's Standing Orders including re-adoption of the Local Authorities (Model Code of Conduct) (Wales) Order 2008.



AM2026/019 Civility and Respect Pledge

RESOLVED

To adopt and sign the One Voice Wales Civility and Respect Pledge subject to the Council approving an appropriate Dignity at Work Policy at a future meeting.

AM2026/020 Financial Regulations

RESOLVED

To defer consideration of the Council's Financial Regulations to allow consideration of the new model document provided by One Voice Wales.

AM2026/021 Annual Report

RESOLVED

To defer consideration of the Annual report to a future meeting.

AM2026/022 Training Plan

RESOLVED

To defer consideration of the Training plan to a future meeting.

AM2026/023 Action plan for the coming municipal year incorporating the Biodiversity plan

a) RESOLVED

To defer consideration of the Action plan to a future meeting.

b) RESOLVED

To reaffirm the Council's commitment to the Biodiversity plan previously adopted by a meeting of the Council on 19th March 2026 (Minute Ref. 2026/085a)).

AM2026/024 Other matters where 6 days' prior written notice given to Clerk

The Chair recorded the Council's appreciation for the work done by Neil Feist during his tenure as Councillor and stated his intention to write to him accordingly.

There being no further business the meeting closed at 8.55pm.

Councillor Rhys Jenkins
Chair of Llanharan Community Council

Llanharan Community Council - Master Action Plan 19.05.2026							
Action no	Date added	Category	From	Action	Notes	Status2	Owner
2020/232h	19/02/2021	Full Council	ORA	That a draft leaflet/factsheet be produced containing information outlining the rights and responsibilities of landowners, RCT, The Community Council and members of the public.	To be progressed once ROW database progress made.		LS
2021/105		Full Council	CIL	RESOLVED The container to then be leased to the Llanharan branch of the RBL at a peppercorn rent for an appropriate period designed to reflect the useful life of the container (30 years).	Lease to be prepared. See above		LS
2021/105		Full Council	CIL	RESOLVED Furthermore, that all negotiations with interested parties be delegated to the Officers of the Council in order to produce an appropriate agreement or agreements to be presented before Council for resolution at a later date.	Present to Council for resolution.		LS
2022/039	18/02/2022	Full Council	Audit	RESOLVED The Clerk to take such action as necessary to obtain a price of between £5000 and £3000 for the green tractor. If this price cannot be achieved following a reasonable period following advertising, then the Clerk to return to Council with a further recommendation.	Find logbook Advertise in appropriate channels. On hold pending report on Red tractor and developments RE Cut and collect. Note this action held whilst the red tractor was repaired. The green tractor requires the fuel lines replacing.		LS
2022/083	22/04/2022	Full Council	Full Council	2022/083 Spend from CIL funds relating to the sewer diversion on the Memorial Garden/Garage project. RESOLVED To approve a spend of up to £7,500 from CIL funds to allow the Clerk to arrange such work as appropriate. Actual spend to be reported to council monthly in the usual manner.	In progress. Design completed and submitted to RCTBCB SuDs and Welsh Water in June 22. Tender issued July 23. Awaiting formal S187 agreement. DCWW awaiting a copy of the formal title deed. Clerk has requested from Land Regsirty Mau 2024 Awaiting S185 Oct 24. Awaiting final S185 from DCWW. S185 agreement with RCTCBC solicitors. Awaiting RCTCBC signoff. Nov 24. S185 obtained. Redwood engaged. 1.5.25 Sewert diversion complete. Awaiting completion certificate from DCWW Oct 25. Chased Dec, 25and Feb 26 and MArch 26.		LS
2022/098	20/05/2022	Full Council	Full Council	To be altered - Minute 2022/090 Welcome and Apologies. Apologies for absence were received from Councillors Janine Turner, Jeff Williams, Helen Donnan and Daniel Morelli. To be altered. Many of those councillors are no longer seated and so this is incorrect.			LS
2022/108	22/05/2022	Full Council	CIL	2022/108 RCTCBC CIL meeting RESOLVED For the CIL Committee to consider minimum lease qualifying terms with regards to grants for projects on leased land.			LS
2022/233	16/12/2022	Full Council	ORA	RESOLVED PSM32/1 near Gellifedi Road That the Clerk formally write to RCTCBC Rights of Way Officers to request a site meeting to consider PSM31 and PSM32.	The Clerk emailed JB 16th January 2023. Awaiting response. Agreed. LS to obtain residents contact details. JB has agreed to a meeting and will arrange. Received in March - 'the Council is unlikely to pursue legal action over a substantial long-standing obstruction (i.e. of considerable size, worth and requiring major engineering works to remove or to reinstate public passage), a diversion may be considered an acceptable solution in such extenuating circumstances. While we are open to discussions with the landowners, we currently have a small very small team compared to the size of the PRoW network and are prioritising our work/enforcement accordingly. I am happy to arrange a meeting but this is unlikely to happen over the coming weeks due to current work load. ' No progress. currently with RCTCBC.		LS
2023/017	20/01/2023	Full Council	Full Council	2023/017 Covid 19 Plaque. RESOLVED £250 to be vired from general reserves in principle for a Covid-19 plaque. Details to be determined at a future meeting.	Councillors to bring proposals to a future meeting.		NA
2023/041	17/02/2023	Full Council	ORA	RESOLVED ORA2022/060 Urgent items for information or items for future agenda. Future agenda to include training on basic tree safety training for staff and interested members.	Add to future agenda.		LS

2023/060	17/03/2023	Full Council	CIL	RESOLVED CIL2023/010 CIL application for a community garden at Ynysmaerdy. To approve a CIL application for £2750 for a community garden at Ynysmaerdy from Ynysmaerdy Community Centre and for the project to be added to the CIL123 list and Active Project lists. For the Clerk to make the purchases up to the value of £2750 regarding the project if this is acceptable to the applicant or otherwise to grant the £2750 on the understanding that the presentation of invoices would be required as proof of purchase.	Added to lists. Awaiting progress. The Clerk has contacted the MOP involved and requested works be carried out Summer 2024. June 2024. Clerk has requested an update Oct 24. Residents intend to proceed with the project. Clerk requested update April 2025. Project underway May 25. Requested status update Nov 25. Project ongoing into 2026		LS
2023/142	16/06/2023	Full Council	ORA	RESOLVED ORA2023/041 Replacement way-marker for RAN 4/1 and RAN 3/2, and broken stile RAN3/2 For the Council to fund a replacement of the way-marker at RAN4/1 and 3/2, and to replace the broken stile on RAN3/2 with a self-closing gate. To be funded from CIL funds (pending approval from RCT CIL dept). the Clerk to obtain costs to be presented to Council.	Awaiting details of type and dimensions of required gate and consent from landowner. Cllr Steer engaging with landowner. June 2024. HOLD		LS
2023/142	16/06/2023	Full Council	ORA	For the Clerk to be authorised to approach the relevant landowners to obtain permission for the Council to replace the way-marker and to replace the stile with a self-closing gate and to arrange access accordingly.	Clerk wrote to 3 x landowners 25.9.23. Awaiting responses. Response reviewed from 1, awaiting response from other. Have telephoned second landowner but awaiting response. Cllr Steer directly engaging landowners. June 2024, HOLD		LS
2023/142	16/06/2023	Full Council	ORA	RESOLVED ORA2023/042 Cut and collect techniques The Officers carry out a cost benefit exercise on the proposal to use cut and collect techniques on Council land	Awaiting information on the potential for a grant to purchase equipment from Rachel Carter ref 2013/225. Note Emailed RC on 25.9.23 to seek help on what equipment req and what funding might be available.Cllr Steer carrying out further investigations. Deemed not cost effective.	Abandoned	LS
2023/186	21/07/2023	Full Council	CIL	RESOLVED CIL2023/056 Further consideration of a CIL application from LRGT ref provision of a MUGA on the land adjacent to Bryncae Community Centre. That the matter be deferred to a future meeting of the CIL Committee to allow further informal negotiations to take place. The results of any negotiations to be confirmed in writing via the Clerk and reported to the Committee.	Informal negotiations held and results confirmed in writing. Awaiting legal deeds including title plan from LRGT. Chased June 2024 and subsequently. Provided with LRGT solicitors contact details and consent to engage directly. Contacted solicitor Oct 25 and again Jan 26. No response. Feb 26 - LRGT and solicitor discussing whereabouts of the documents. SUPERSEDED	Completed	LS
2023/286	17/11/2023	Full Council	Full Council	2023/286 Venues and other arrangements for future Council meetings. RESOLVED For the Clerk to investigate the feasibility of holding hybrid meetings at other locations and to present a paper to a future meeting of the Council.			LS
2023/205	22/12/2023	Full Council	ORA	RESOLVED ORA2023/091 Adding individuals to long standing tenancy agreements, creating joint tenancies circumstances where this might be considered. To allow the principle of new joint tenancies under certain circumstances and the Clerk (alone or in conjunction with a working group) to draft a process and application form designed to allow the applicant to demonstrate that the applicant can meet a certain criteria (to be decided) and provide evidence of such. This would include an investigation by the Clerk to attempt to ascertain the validity of the application.	Clerk to draw up draft process map.		LS
2024/017	19/01/2024	Full Council	Full Council	2024/017 £500 to purchase software to facilitate the development of electronic application forms RESOLVED To authorise the officers to spend \$399 dollars per year (or the £ sterling equivalent) if following an investigation into its capabilities, the plugin is felt to serve the purposes for which it would be intended. For the Officers in consultation with the Chair to proceed to develop draft forms and applications. The relevant committees to have final approval over the format and content of any application forms in the normal way prior to publishing.	DE to advise		LS
2024/046	16/02/2024	Full Council	Full Council	2024/046 Motion to instruct the Clerk to write to the relevant department of RCTCBC regarding flooding and drainage on the A473 near 'Llanharan Square'. RESOLVED The Clerk to write to the relevant department in RCTCBC to request what remedial work is required to the road drains on the A473 adjacent to the High Corner pub and to describe what, if any remedial work is planned over the next 12 months to rectify the situation".	Write letter and send. On hold ref RS		LS

2024/071	22/03/2024	Full Council	BCC	2024/071 Potential leasing of land around Bryncae Community Centre. RESOLVED For the Clerk to obtain estimates of cost from a solicitor to draft a lease agreement and act on the Council's behalf in this matter. Costs to be presented to a future meeting of council.	On Hold - Awaiting deeds/title plan from LRGT June 24. Permission given by LRGT for the Clerk to liaise directly with the solicitor. Chased deeds again Jan 2025 direct with solicitor. Esitmate of solicitors costs obtained.		LS
2024/071	22/03/2024	Full Council	Full Council	2024/071 RESOLVED For the Clerk to obtain comprehensive deeds for the land, including a title plan from LRGT.	Requested. Awaiting info from LRGT. Nudged April 24. Nudged June 2024. Clerk given permission to engage directly with LRGT solicitor Oct 25. Clerk contacted direct late 2025 and again Feb 2026. Awaiting response. Conversations ongoing between LRGT and their solicitor attempting to locate deeds March 26.		LS
2024/135	21/06/2024	Full Council	ORA	iii. RESOLVED ORA2024/037 Summer planting of seeding/bulbs on sections of 'New Road' (A473). Referred to ORA by the Community Engagement Committee. To proceed with planting of seeds/bulbs on sections of new road (A473) as per the drawings attached in the appendix provided (appendix 4). Allowing the grounds-person some practical leeway to make minor alterations depending on ground conditions and ensuring appropriate plants are planted. The Clerk to seek permission from the landowner. The Clerk to ensure the landowner/local authority consents not to mow the areas where planting takes place in future.	Obtain consent from RCTCBC and / or landowner. Issue instruction to senior grounds person. RCT contacted 27.3.25 Landowner contacted Feb 25 - Awaiting consent. Nudged 9.5.25 Meeting offered by management company to take place July 25. Permission given to proceed. Inform Sharon (Remus) of area to be sown so the grass is not cut there. Attempted contact through latter of 2025 and early 2026. No response to date. Contacted alternative Remus office email March 26.		LS
2024/139	21/06/2024	Full Council	Audit	f) To note recommendation 6 of the audit report and for the officers to draw up a simple guide to illustrate which documents should be posted on which section of the website with a simple guide to doing so.			LS
2024/139	21/06/2024	Full Council	Audit	h) To accept recommendation 8 of the audit report and for the officers to present draft policies to Council for adoption, specifically: A Social Media Policy; A Biodiversity, Crime and Disorder Policy; A Business Continuity Plan; A Freedom of Information Publication Policy; A Lone and Isolated Worker Policy; A Petition Policy; A Privacy Notice.	Draft privacy notice presented to FC 17/07/2025 Draft Biodiversity, Crime and Disorder, Business Continuity and Petition policies prepared 08/08/2025 and presented to FC 20/11/2025 Draft Employees' Social Media policy prepared 18/11/2025 for presentation 18/12/2025 and resolved. Lone and Isolated Worker Policy outstanding.		RJ
2024/139	21/06/2024	Full Council	Audit	i) To note recommendation 9 of the audit report. For the officers to request of the auditor whether the current practices of the Council as described in the Council's Financial Regulations are legal, and if not for the auditor to provide the legal or statutory reference to which the Council is non-compliant for further consideration.	The Clerk has written to the auditor 21.6.24		LS
2024/139	21/06/2024	Full Council	Audit	j) To note recommendation 10 of the audit report. For the officers to request of the auditor the legal or statutory reference to which the payments are non-compliant or the NALC legal topic note dealing with this matter. One Voice Wales having confirmed the legality of such direct payments both prior to the payments being made and again following receipt of the audit report. Furthermore the officers having only found reference to double taxation relating to the duplication of services and having found no overarching bar to making payments directly to a school for non-curriculum activities.	The Clerk has written to the auditor 21.6.24		LS
2024/139	21/06/2024	Full Council	Audit	o) To note recommendation 14 (The number is duplicated in the report. For the avoidance of doubt this minute refers to the second items referring to Internal control objective 9) of the audit report. For the officers to carry out an analysis of the practical and financial aspects of making changes to the account(s) for presentation to a future meeting of the Audit Committee.			LP
2024/163	19/07/2024	Full Council	Audit	iv. RESOLVED A2024/059 To defer consideration of the method of budgeting and administering the grant applications for The Wildlife Trust and LCDP to a future meeting of the Audit Committee.	To be added to a future Audit agenda		LS

2024/177	19/07/2024	Full Council	Full Council	2024/177 Letter to RCTCBC planning regarding Dragon International Studios planning applications RESOLVED To instruct the Clerk to write a letter to RCTCBC planning regarding Dragon International Studios planning applications 24/0511/10, 24/0513/10, 24/0524/10, 24/0525/10, 24/0526/10, 24/0527/10. The wording of the letter be altered from that presented in appendix 16 to remove factual inaccuracies and to reflect discussions held during the meeting.			LS
2024/213a)	20/09/2024	Full Council	ORA	2024/213 Resolutions and Recommendations of the ORA Committee meeting held 30th July 2024 a)RESOLVED ORA2024/054 Development of small 'Starter plots' on the council's allotment sites. To hold back 1 plot on each of the Council's allotment sites to be divided up and developed into smaller 'starter plots', with a view to letting in January 2025.	Suitable plots identified on all three sites. Publicity prepared for a Facebook campaign. Interested parties viewing plots Jan 2026. Four tenancies undertaken at Bridgend Road Jan 2026.	Completed	RJ
2024/213c)	20/09/2024	Full Council	ORA	2024/213 Resolutions and Recommendations of the ORA Committee meeting held 30th July 2024 c)RESOLVED ORA2024/057 Risk assessments on Mountain Hare play area and Oakbrook skate Park and next steps. For the condition of and future options for the repair or development of the Oakbrook Skatepark to be referred to the 'Oakbrook Refurb working Group' as a matter of urgency. The group's existing terms of reference are: Reporting to the CIL Committee. To investigate the feasibility and arrangements of refurbishing the Oakbrook skatepark. And to request that the group make recommendations to the CIL Committee, the outcome to be considered by Council at a future meeting.	Inform Chair of working group. - Completed. Awaiting outcomes. Note working group reports to CIL.. WG arranged visit to site by skatepark provider (Dragon Play) July 25. Budget design and quote provided. Public consultation to be held to confirm design. Survey live.Dec 25 Contacted potential developer Jan 2026 to progress. Awaiting response. Met with dragon play Feb 26 to review public consultation. Have requested alterations to the design. A second design produced and presented to working group. WG have recommended design to CIL Committee for the next meeting (March/April 26)		LS
2024/300	20/12/2024	Full Council	CIL	a) RESOLVED CIL2024/047 To allocate £1,781.24 of CIL funds to project LCC19/07 Memorial Garden for extra surety cover, subject to approval from RCTCBC, to approve the spend and to add to the CIL123 list and Active Project lists	Check with RCT and add to lists. Emailed RCT awaiting reply, list updated. Chased several times.		LS
2024/300	20/12/2024	Full Council	CIL	b) RESOLVED CIL2024/048 To allocate £588 of CIL funds for costs to ensure legionella compliance at the Welfare ground shower block, subject to approval from RCTCBC, to approve the spend and to add to the CIL123 list and Active Project lists	Check with RCT and add to lists. Added to lists and emailed. Chased several times.		LS
2024/300	20/12/2024	Full Council	CIL	c) RESOLVED CIL2024/049 To allocate up to £2,000 of CIL funds for a building condition survey of the Welfare ground shower block, subject to approval from RCTCBC, to approve the spend as per resolution 2024/288b) and to add to the CIL123 list and Active Project lists.	Check with RCT and add to lists. Added to lists and emailed. Chased several times.		LS
2024/300	20/12/2024	Full Council	CIL	d) RESOLVED CIL2024/050 To allocate £380 of CIL funds for costs to carry out a electrical safety inspection and to replace 2 x emergency light fittings at the Welfare ground shower block subject to approval from RCTCBC, to approve the spend and to add to the CIL123 list and Active Project lists	Check with RCT and add to lists. Added to lists and emailed. Chased several times.		LS
2024/300	20/12/2024	Full Council	CIL	e) RESOLVED CIL2024/051 To allocate up to £500 of CIL funds for costs to carry out a commercial gas safe safety inspection at the Welfare ground shower block subject to approval from RCTCBC, to approve the spend and to add to the CIL123 list and Active Project lists	Check with RCT and add to lists. Added to lists and emailed. Chased several times.		LS

2024/301	20/12/2024	Full Council	ORA	a) RESOLVED ORA2024/084 Expansion of the Pendre Allotment site. For the Clerk to advertise for expressions of interest for plots at the site to gauge demand with a view to having extra plots available in January 2026.	Pending. Current demand low. Engagement exercise to be planned for later in the year given current resources and time constraints. Note: These plots are now occupied. HOLD		LS
2024/303	20/12/2024	Full Council	Full Council	b) RESOLVED The RFO to become a co-signatory (along with Cllr Andrea James who is the current voluntary management committee's treasurer, in the interim period) to the existing bank account to comply with financial regulations and to use the existing bank account.	Lease transfer date: 3rd Feb 2018	Abandoned	LP
2025/040	21/02/2025	Full Council	ORA	2025/040 ORA Committee Recommendations (5th February 2025) f) RESOLVED ORA2025/012. To install signage on the new barriers at the Western End of the Meadow Rise Open Space stating, "Beware of traffic on road." For the Clerk to take advice on placement from RCTCBC highways.	RCT consulted, awaiting response. 26.6.25 No response received 12.9.25 so assume can be ordered. 13.11.25 RCT advised the sign cannot be placed on or near the highway. A location will be found further back from the road or an alternative proposed.		LS
2025/040	21/02/2025	Full Council	ORA	2025/040 ORA Committee Recommendations (5th February 2025) h) RESOLVED ORA2025/014 Removal of Collapsed Fence on the Northern Boundary of Tan Y Bryn Bridleway. To approach the owners of the fence the northern boundary of Tan Y Bryn Bridleway for consent for Council staff to remove the damaged section of fencing.	Clerk to approach landowner. Note left at property to request contact Jan 26.		LS
2025/043	21/02/2025	Full Council	Full Council	2025/043 SLA Proposal for Bryncae Community Centre a) RESOLVED To approve and accept the Service Level Agreement (SLA) proposal from RCTCBC for statutory compliance monitoring at Bryncae Community Centre.	RCT informed . Awaiting signing. Signed and sent.	Completed	LS
2025/072	21/03/2025	Full Council	Full Council	2025/072 Digital Working Group b) RESOLVED To adopt the policy presented in 'Appendix 16' as the Council's formal policy for the use of artificial intelligence (AI).	Add to sharepoint and website. Staff to sign for Sharepoint and website - done		LS
2025/94g)	18/04/2025	Full Council	Audit	g) RESOLVED i) To seek further clarification from the auditor regarding the Clerk's salary as no material difference observed following subsequent checks. ii) To note and confirm the total precept value raised for financial year 2025/26 as £300,409.26 based on a Community Council tax band D rate of £83.92 and a tax base rate of £3579.71		g)ii Completed	LP
2025/95b)	18/04/2025	Full Council	HR	b) RESOLVED HR2025/006 One Voice Wales 5 yearly-assessment of the Council in line with the NALC LC scale. To engage One Voice Wales to carry out an independent, non-binding grading assessment of the Council and the Clerk for a cost of £220.	Inform OVW and request assessment - Done 25.4.25 Assessment taking place 15th May 2025. Presented to HR Committee Dec 25	Completed	LS
2025/125b)	16/05/2025	Full Council	WGSB Comm	2025/125 Legal costs and other matters relating to the transfer of the shower block. b) RESOLVED To authorise the officers of the Council to spend up to £3,200 on legal fees for the transfer of the shower block for LCC and LRGT legal fees. Monies to be allocated to budget line "Professional and legal fees", with the Clerk making enquiries as to whether this spend can be allocated to CIL at a later date.	Process after an agreement has been made as to the specification and scope of improvement works - To be included in a legal agreement along with the other aspects agreed (eg Future spend commitments for statutory and other costs). Negotiations ongoing. Dec 25 Agreed draft sent to Howells Solicitors Jan 26		LS
AM2025/007a)	23/05/2025	Annual Meeting	Annual Meeting	AM2025/007 Civic Allowances for the municipal year 2025/26 a) RESOLVED To pay the members 'extra costs' allowance of £156 a year to all members with immediate effect, except to those who formally write to the Clerk indicating that they do not wish to receive the allowance.	To be paid (Unless specifically waived in writing) following the signing of IRPW declaration letters. Letters issued.	Completed	LP
AM2025/007b)	23/05/2025	Annual Meeting	Annual Meeting	AM2025/007 Civic Allowances for the municipal year 2025/26 b) RESOLVED To pay members £52 a year for the cost of office consumables required to carry out their role, payments to be made with immediate effect.	To be paid (Unless specifically waived in writing) following the signing of IRPW declaration letters. Letters issued.	Completed	LP

AM2025/007d)	23/05/2025	Annual Meeting	Annual Meeting	AM2025/007 Civic Allowances for the municipal year 2025/26 d) RESOLVED To pay a Chair's allowance of £1500 to the Chair of the Council with immediate effect.	To be paid (Unless specifically waived in writing).	Completed	LP
AM2025/007e)	23/05/2025	Annual Meeting	Annual Meeting	AM2025/007 Civic Allowances for the municipal year 2025/26 e) RESOLVED To pay a Deputy Chair's allowance of £500 to the Deputy Chair of the Council with immediate effect.	To be paid (Unless specifically waived in writing).	Completed	LP
AM2025/013	23/05/2025	Annual Meeting	Annual Meeting	AM2025/013 To review banking mandate signatories and PSDF directors RESOLVED To appoint the following as authority and signatories: Barclays bank main contact of authority: Rhys Jenkins. Banking mandate for cheques and direct debits: The Clerk, The RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins. Online banking (and authorisations): The Clerk, the RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins. Barclaycard main contact of authority: The RFO. Public Sector Deposit Fund directors: Cllrs Rhys Jenkins, Chris Parker, Claire Morgan.	PSDF mandate change completed; Barclaycard main contact confirmation outstanding.	Completed	LP
AM2025/017	23/05/2025	Annual Meeting	Annual Meeting	AM2025/017 Membership of The Society of Local Council Clerks (SLCC) RESOLVED To renew the Clerk and Deputy Clerk's/RFO membership of the Society of Local Council Clerks (SLCC) at a cost of £206 each and to pay the membership for the Assistant Clerk at a cost of £206. To authorise £618 to be spent.	To be paid . Officers to arrange their own payment via the Council, Note: Represent figures following cost rises.	Completed	LP
2025/139a)	20/06/2025	Full Council	Full Council	2025/139 Alteration to Standing Order 33.2.6.iv which deals with voting during a co-option process. a) RESOLVED To alter clause 33.2.6.iv to the following. "33.2.6.iv - The vote will comprise a show of hands, The exhaustive ballot method shall be used, that is, if a candidate receives more than 50% of the vote they are co-opted. If no candidate achieves more than 50% of the votes, the candidate or candidates with the fewest votes shall be eliminated from consideration. Additional ballots shall be held, with the remaining candidates, until one obtains a majority (>50%), at which point they shall be co opted. Any tie shall be settled by the Chair's casting vote. In the case of more than one vacancy, this process shall be repeated for each available seat".	Alter SO and produce (and issue) new version. Add to sharepoint.		LS
2025/139b)	20/06/2025	Full Council	Full Council	2025/139 Alteration to Standing Order 33.2.6.iv which deals with voting during a co-option process. b) RESOLVED To add the following phrase to the standing orders. "Where the number of candidates equals the number of vacant seats, each candidate must in turn be proposed and seconded to be considered for co option and an ordinary vote taken to resolve to co-opt that candidate".	Alter SO and produce (and issue) new version. Add to sharepoint.		LS
2025/149	20/06/2025	Full Council	Full Council	2025/149 Further costs towards the Officer's annual SLCC membership RESOLVED To authorise the officers to spend a total of an additional £117 for the 3 memberships.	Pay the subscriptions	Completed	LS
2025/215	19/09/2025	Full Council		2025/215 Resolutions and recommendation of the Bryncae Community Centre (BCC) Committee held on 29th July 2025 RESOLVED To change the Council's financial regulations to allow integration of online payments, such as via Stripe payment software;	Amend FR		LS
2025/232	19/09/2025	Full Council	Full Council	2025/232 Purchase of 14th edition of "Arnold-Baker on Local Council Administration" RESOLVED To approve spending £176 on the 14th edition of the book "Arnold-Baker on Local Council Administration" and to delegate authority to the officers to purchase new editions in future as they are published.	Ordered. Chased Dec 25. Chased Feb 26. Received.	Completed	LS

2025/256	17/10/2025	Full Council	Full Council	<p>2025/256 Service Level Agreement with South Wales Police for the provision of additional PCSO resources</p> <p>RESOLVED</p> <p>To direct the officers of the council to make enquiries into an SLA with South Wales Police for the provision of additional PCSO resources in the community, and to provide a report with options to a future meeting of the council.</p>	<p>Investigate previous SLA's between SWP and other TCC's (Eg Llanelli TC) and make contact with SWP. - Emailed Oct 25.</p> <p>Llanelli TC approached for copy (FOI Request).- Does not exist.</p> <p>Raised with Neighbourhood policing team Nov 25 and Dec 25 - Chasing. Chased Jan 26. Feb 26 received email from Inspector Andrew Gibbons with details of costs. Presented to Council Feb 26. Superseded by 2026/061</p>	Completed	LS
2025/258	17/10/2025	Full Council	Full Council	<p>2025/258 Recording of online sessions during periods where the press and public are excluded</p> <p>RESOLVED</p> <p>To alter the Standing Orders of the Council to clarify that recording of online sessions will be suspended during periods where the press and public are excluded, with the exception of the meetings of the HR committee which are in any case exempt from FOI legislation.</p>	<p>Amend Standing Orders - Check if any other amendments outstanding in this action plan.</p>		LS
2025/259	17/10/2025	Full Council	Full Council	<p>2025/259 To consider altering the Council's Standing Orders in relation to the process by which members can request items to be added to the agenda for any meeting</p> <p>RESOLVED</p> <p>To alter the Standing Orders to incorporate the use of the form presented in 'Appendix 18' as a standard process by which members can request items to be added to the agenda for any meeting. The form being adapted to remove the requirements for a) members to submit telephone numbers and for b) a second member's support.</p>	<p>Send amended form to all members - Completed</p> <p>Add to Standing Orders and amend (Check if any other amendments outstanding in this action plan)</p>		LS
2025/276	21/11/2025	Full Council	Full Council	<p>2025/276 Minutes of Ordinary Meeting of the Council held on 16th October 2025</p> <p>RESOLVED</p> <p>To amend the reference in Cllr Steer's report (Minute Ref 2025/260) to the removal of a barrier as the responsibility of Trivallis not RCTCBC.</p> <p>RESOLVED</p> <p>Subject to the amendment noted in 2025/276a) to approve the minutes of the ordinary council meeting held on 16th October 2025 as a true and accurate record.</p>	<p>Alter minutes and repost on website / Sharepoint</p>		LS
2026/029	16/01/2026	Full Council	HR	<p>2026/029 Clerk's SCP Scale Increase for 2026 (with reference to HR2025/026)</p> <p>RESOLVED</p> <p>To apply the Clerk's contractual SCP increment due in April 2026.</p>	<p>Apply the contractual increment in April 2026</p>	Completed	LP
2026/014c)	16/01/2026	Full Council	ORA	<p>ORA2026/010 Improvements to Mountain Hare play area</p> <p>c) RESOLVED</p> <p>to instruct the officers to design and implement public communication regarding a wildflower area</p>	<p>Cllr Steer to consult RCT Local Places for Nature regarding signage. Not available at present. Application submitted to OVW for signage as a BD package. Awaiting next round of funding following research into land ownership status.</p>		RJ

2026/014d)	16/01/2026	Full Council	ORA	ORA2026/010 Improvements to Mountain Hare play area d) RESOLVED to negotiate a satisfactory arrangement with the Wildlife Trust or RCTCBC for use of a cut and collect mower and to report to council the proposed fee for each cut	Met Duncan Ludlow and Tim Jones at site. Agreed for them to cut and collect at the appropriate times and to spread out the arisings under the boundary hedges as needed. No charge will be made. Contact them again in July to remind.		RJ
2026/016	16/01/2026	Full Council	Full Council	Setting up and management of earmarked reserves RESOLVED That an amount be taken from general reserves at year end to be allocated to specific earmarked reserves (EMRs) for future maintenance/ replacement of Council assets; specific allocations to be resolved at a later date – at or near to year end. This amount to be calculated ensuring that the general reserve at year end totals 55% of the precept figure for 2026/27. The specific EMRs and the amounts allocated to each EMR with the available funds to be delegated to the Audit Committee.			LP
2026/047f)	20/02/2026	Full Council	BCC	2026/047 resolutions and recommendations of the Bryncae Community Centre Committee held on 29th January 2026 BCC 2026/018 Commission of a tree survey to ascertain the condition of trees within the lease boundary. Not to suspend Financial Regulation 11.3e)iii at this time in relation to the tree surveys.	See also BCC2026/018b), below. Bring back to Committee to be recommended rather than resolved. Can then be dealt with at FC together with a n agenda item to suspend FR		LS
2026/047b)	20/02/2026	Full Council	BCC	2026/047 resolutions and recommendations of the Bryncae Community Centre Committee held on 29th January 2026 b) RESOLVED The Clerk having been unable to obtain 3 quotations for the replacement of the boiler room door, frame and locks, that Financial regulation 11.3e)ii is suspended and for the Clerk to be authorised to place the order with the quote obtained from Celtic Doors for £1,569.68	See also BCC2026/011 Order placed 24.2.26		LS
2026/047c)	20/02/2026	Full Council	BCC	2026/047 resolutions and recommendations of the Bryncae Community Centre Committee held on 29th January 2026 RESOLVED BCC2026/012 Purchase of 2 x replacement fire shutters to reinstate fire compartmentation of the building. That Financial regulation 11.3e)ii is suspended, the Clerk having been unable to obtain 3 quotations for the supply and fit of the shutters and to facilitate the arrangement of the ancillary electrical work to be undertaken with a local electrician, the precise nature of the work required still to be ascertained.	See also BCC2026/012b and BCC2026/012c.	Noted	LS
2026/035	20/02/2026	Full Council	Full Council	2026/035 General grant application from the Wildlife Trust of South and West Wales in relation to Brynna Woods Duncan Ludlow provided a brief presentation. RESOLVED To Grant 'The Wildlife Trust of South and West Wales' the sum of £10,000 for the purposes outlined in the Grant Application presented in 'Appendix 1a' to the meeting. Using Sections 9 and 10 Open Spaces Act 1906 (power to acquire and maintain land as public open space.....).	Inform WTSWW - Done Make payment and inform applicant when paid - LP	Completed	LP

2026/040	20/02/2026	Full Council	Full Council	2026/040 Council Expenditure for January 2026 RESOLVED To approve expenditure for January 2026 as shown in payment schedule 'Appendix 5' presented to the meeting		Noted	NA
2026/044	20/02/2026	Full Council	Events	2026/044 Resolutions and recommendations of the Events Committee held 20th January 2026 RESOLVED EV2026/017 Holding of a pantomime in November 2026 To hold a pantomime in November 2026 and to set a budget of £3,000. Other aspects of the event to be delegated to the Events Committee and the budget line 'Community Events' delegated to the committee.	Proceed with arrangements including ticketing etc... Future liaison with Events Comm necessary. Quote received for stage extension. Site visit from production team 8th May	Completed	RJ
2026/045	20/02/2026	Full Council	Events	2026/045 Altering the terms of reference for the Events Committee RESOLVED To alter the terms of reference for the Events Committee to read the following from 1st April 2026. To examine [and make decisions on] any arrangements or terms to be set regarding the holding of community events including providers, venues and any other aspects of an event. Incorporating the Fireworks Display and Senior Citizen's Christmas Lunches. The Committee to be delegated authority to make decisions on and spend such funds available for events in the budget under the heading 'Community Functions' as allocated by the council, including delegated authority to spend the budget line 'community events' with available funds to be spent on any Community Council organised events as it sees fit.	Alter master Committee list.		LS
2026/047a)	20/02/2026	Full Council	BCC	2026/047 resolutions and recommendations of the Bryncae Community Centre Committee held on 29th January 2026 RESOLVED BCC2026/010 Capital works plan for the Community centre (pending permission from RCTCBC as the freeholder) and next steps To amend the capital works plan to including the addition of the following: f) Replacement fire stopping insulation as required to maintain fire compartmentation. Any other items to be brought back to Council individually with further information and details for consideration.	Amend the capital plan accordingly. Redesign plan to 2 sections - Contractual/safety items and discretionary items. - Completed. V8 now produced. Consider issuing via CIL Committee then to FC.		LS

2026/047d)	20/02/2026	Full Council	BCC	<p>2026/047 resolutions and recommendations of the Bryncae Community Centre Committee held on 29th January 2026</p> <p>d) RESOLVED</p> <p>BCC2026/014 Purchase of blackout blinds for the high windows in the main hall, pending permission from RCTCBC as the freeholder</p> <p>To consider purchasing blackout blinds for the high windows in the main hall,(pending permission from RCTCBC as the freeholder), to instruct the officers to draw up a suitable specification and obtain 3 quotations for future consideration by full council unless authority explicitly delegated to the BCC Committee at a later date.</p>	<p>Determine spec (Check CP previous spec against the hall and look at norts RE best options).</p> <p>Arrange for quotations to be presented to a future meeting of the Committee. Note: No delegated authority to resolve at the time of writing. NOTE Clerk adding to list of items to be considered for addition to the Capital works program before progressing.</p>		LS
2026/047e)	20/02/2026	Full Council	BCC	<p>2026/047 resolutions and recommendations of the Bryncae Community Centre Committee held on 29th January 2026</p> <p>e) RESOLVED</p> <p>BCC 2026/015 Purchase of replacement curtain track for the stage curtains</p> <p>a) To suspend Financial Regulation 11.3e)ii, the officers having been unable to obtain 3 quotations for the supply and fit of the curtain track.</p>	See also Bcc2026/015b)	Noted	RJ
2026/049	20/02/2026	Full Council	CEC	<p>2026/049 Invoice for extra works carried out and required discovered during the erection of the 2025 festive display.</p> <p>RESOLVED</p> <p>To pay £825 to RM Electrical for invoice 315 for extra necessary works carried out during erection of the 2025 festive display.</p>	To be paid.	Completed	LP
2026/050a)	20/02/2026	Full Council	Full Council	<p>2026/050 Recommendation from the Jubilee Marsh Multi-User Route Working Group</p> <p>RESOLVED</p> <p>To commission a feasibility study into a potential Jubilee Marsh Multi-user route, to include:</p> <p>i) the most cost-effective route balance against the technical aspects,</p> <p>ii) the ownership of the land and the likelihood of having an agreement with the landowners.</p> <p>iii) any possible grant aid from Welsh Government and or RCT.</p> <p>iv) any other aspect that the officers of the Council deem appropriate at this stage.</p>	<p>Note: This requires the obtaining of quotations and a resolution either setting a budget or explicitly delegating authority for the Trenos Committee to be delegated authority to spend any CIL monies allocated to the project (should CIL/Council add this project to the Active Project List).</p> <p>See also 2026/050b) and c)</p> <p>HOLD pending funding decisions.</p>		LS
2026/051f)	20/02/2026	Full Council	Audit	<p>2026/051 Resolutions and recommendations of the Audit Committee held on 11th February 2026</p> <p>f)RESOLVED</p> <p>To grant Llanharan RFC junior and mini section the sum of £2,000 for the purchase of a storage container to store training equipment etc..... The matter to be referred to the CIL Committee to consider funding from CIL, if not to be funded using Section 19(3) LG(MP)A 1976 with any virement required from general reserves to the general grant budget line to be applied.</p>	<p>Applicant informed - 24.2.26</p> <p>To be referred to CIL April 26 - Completed</p> <p>Payment to be arranged</p>	Completed	LP

2026/051g)	20/02/2026	Full Council	Audit	2026/051 Resolutions and recommendations of the Audit Committee held on 11th February 2026 g) RESOLVED To grant Ynysmaerdy Welfare Association (Community Centre) the sum of £366.88 to fund 12 months internet costs. Using LGA 1972 S.137 (Power of last resort).	Applicant informed - 24.2.26 Payment to be arranged	Completed	LP
2026/051i)	20/02/2026	Full Council	Audit	2026/051 Resolutions and recommendations of the Audit Committee held on 11th February 2026 i) RESOLVED A2026/006 Bank reconciliations and list of payments for Quarter 3 financial year 2025-26. To approve bank reconciliations and list of payments for Quarter 3 financial year 2025-26 as presented in the schedule "Appendix 3" presented to the meeting.		Noted	NA
2026/051ii)	20/02/2026	Full Council	Audit	2026/051 Resolutions and recommendations of the Audit Committee held on 11th February 2026 ii) RESOLVED A2026/007 Account transfers for Quarter 3 financial year 2025-26. To approve account transfers for Quarter 3 financial year 2025-26 as presented in the schedule "Appendix 4" presented to the meeting.		Noted	NA
2026/053	20/02/2026	Full Council	HR	2026/053 One Voice Wales commission to carry out a job evaluation of staff (other than the Clerk) and produce a recommended pay grading structure for all council staff RESOLVED Approve a spend of £850 to commission One Voice Wales to carry out a job evaluation of staff (other than the Clerk) and produce a recommended pay grading structure for all council staff (excluding the Clerk), and to take a virement of up to £300 from general reserves for this purpose to the 'HR Expenditure' budget line.	Inform OVW - Done Provide OVW with documents requested.		LS
2026/055	20/02/2026	Full Council	ORA	2026/055 To consider spending up to £1,000 on replacement fencing at the Mountain Hare playground RESOLVED To authorise the officers to instruct council staff to replace the fence at the Mountain Hare Playground at a cost of £1000 and to make a virement from General Reserves of up to £1,859 comprising a current overspend of £859 plus up to £1,000 to facilitate replacement of the fence.	Complete.	Completed	RJ
2026/056	20/02/2026	Full Council	ORA	2026/056 Acknowledgement to 'Excel Power Construction Ltd' for the donation of new manufactured goalposts to be sited at the Mountain Hare play park. RESOLVED To instruct officers to write to 'Excel Power Construction Ltd' to formally record the Council's thanks for the donation of new manufactured goalposts to be sited at the Mountain Hare play park.	Write formal letter of thanks. Copy to be included in council correspondence at next meeting.	Completed	RJ
2026/061a)	20/02/2026	Full Council	Full Council	2026/061 South Wales Police potential for SLA between SWP and the Council involving the provision of extra PCSO resources in the community a) RESOLVED To proceed with negotiations with SWP on an SLA on the basis of the Community Council partially funding a PCSO in principle. Specifically to check what percentage of the total cost would be required from the Community Council in order to proceed.	Action		LS

2026/061b)	20/02/2026	Full Council	Full Council	2026/061 South Wales Police potential for SLA between SWP and the Council involving the provision of extra PCSO resources in the community b) RESOLVED For officers to make enquiries with neighboring Town and Community Councils whether they would be interested in sharing the cost and entering a joint arrangement to part-fund a PSCO with an SLA.	Action		LS
2026/061c)	20/02/2026	Full Council	Full Council	2026/061 South Wales Police potential for SLA between SWP and the Council involving the provision of extra PCSO resources in the community c) RESOLVED To instruct the officer's to Contact RCTCBC as to whether there is an option for them to provide a Community Warden with an SLA on the basis of the Community Council partially funding a Warden in principle and specifically to check what percentage of the total cost would be required from the Community Council in order to proceed.	Action		LS
2026/062	20/02/2026	Full Council	Full Council	2026/062 Delegating authority to the Clerk to spend such funds on training as required RESOLVED To delegate authority to the Clerk to spend such funds on training as required for staff and members up to the values in the respective budgets.		Noted	NA
2026/063	20/02/2026	Full Council	Full Council	2026/063 Replacement of stolen items. RESOLVED To purchase the replacement items from the original suppliers for the prices listed in bold as indicated in Appendix 22 presented to the meeting. These being local companies with whom we have an established relationship and offering either the lowest or (in the case of two items) very near the lowest prices. To replace the second strimmer (FS411) with a second FS461 at an additional cost of around £55. Thus authorising the officers to spend £4,080 comprising the indicated prices plus a 10% contingency, making a virement of £4,080 from General Reserves for this purpose.	Place orders accordingly.	Completed	RJ
2026/068	20/02/2026	Full Council	Full Council	2026/068 To note the change of landlord for the Council office and to consider any potential implications or actions required RESOLVED To authorise the officers to investigate potential future alternative options for council premises locally, including making enquiries as to the availability or potential availability of premises with property owners, agents and others. Setting a budget for the provision of professional services of £500. Papers to be presented to a future meeting of the council.	Action. - owners of 2 potential premises contacted. No reply to date.		LS
2026/069	20/02/2026	Full Council	WGSB Comm	2026/069 Approval of tender document for refurbishment of Welfare Ground Shower block. RESOLVED To defer this item to a future meeting..	Finish tender and present whether to FC or to WGSB Comm if authority is delegated.		
2026/075	20/03/2026	Full Council	Full Council	2026/075 Current casual vacancies of the Council RESOLVED To co-opt Andrea James to the vacant Llaniid seat subject to her correct signing of the declaration of acceptance of office before the next meeting of the Council.	Facilitate signing of Declaration of acceptance of office - Done Provide with register of interests form and other paperwork - Done Alter website when done and add to emails/sharepoint - Done	Completed	LS

2026/083	20/03/2026	Full Council	Full Council	2026/083 A virement of £1,370 from general reserves to cover an overspend on general grants. RESOLVED To make a virement of £1,370 from general reserves to cover an overspend on General grants.		Noted	NA
2026/084	20/03/2026	Full Council	Full Council	2026/084 Results of the interim internal audit (2025/26 financial year). Noted with the Council's appreciation for the efforts of the RFO reflected in another unqualified audit.		Noted	NA
2026/084	20/03/2026	Full Council	Full Council	2026/084 Results of the interim internal audit (2025/26 financial year). Noted with the Council's appreciation for the efforts of the RFO reflected in another unqualified audit. - RESOLVED To instruct the Digital Working Group to carry out a review of the Council's website with recommendations to be presented to a future meeting of the Council.	Email Digital working group to inform of the instruction		LS
2026/085a)	20/03/2026	Full Council	ORA	2026/085 Resolutions and recommendations of the ORA Committee held on 5th March 2026 a) RESOLVED ORA2026/021 Draft Section 6 Biodiversity report and plan 2026-2028 To adopt the Biodiversity Action Plan presented to the Committee in Appendix 4; to instruct the Officers to carry out any actions that do not involve a financial spend or further resolutions; to include the plan as a standing item on the agenda of meetings of the ORA Committee. The Plan being presented to Full Council as Appendix 9a.	Carry out actions to sign off those items that can be done (Leigh look to delegate) Add item to standard ORA agenda. - Done		LS
2026/085b)	20/03/2026	Full Council	ORA	2026/085 Resolutions and recommendations of the ORA Committee held on 5th March 2026 b) RESOLVED ORA2026/022 Further proposals relating to the Mountain Hare wildflower area i. To set aside a plot at the northeast end of the grassed area at Mountain Hare playground of approximately 15m x 10m to be developed as a wildflower area. ii. To accept the offer of the Welsh Wildlife Trust to mow this area using the cut and collect approach, following the mowing schedule recommended by One Voice Wales Biodiversity: once at Easter, possibly once at high summer and once in the autumn, distributing the arisings on site along the hedge as appropriate. iii. To apply for and accept a One Voice Wales biodiversity package of funding to supply public information signage and to maintain the signs within the budget line "Play and open spaces maintenance" for a minimum period of 5 years.	Set out wildflower area (Use pegs/string or other visual markers). Send formal confirmation email to WTSSW Order/apply for signs. Awaiting next round of funding following research into land ownership status.		RJ
2026/085c)	20/03/2026	Full Council	ORA	2026/085 Resolutions and recommendations of the ORA Committee held on 5th March 2026 c) RESOLVED ORA2026/023 Proposed signage designs offered by One Voice Wales To apply for options 1 and 3 from the series of designs offered by One Voice Wales and shown to the ORA Committee as Appendix 6.	Order/Apply for signs and arrange to be fitted in the appropriate location. Awaiting next round of funding following research into land ownership status.		RJ

2026/085d)	20/03/2026	Full Council	ORA	2026/085 Resolutions and recommendations of the ORA Committee held on 5th March 2026 d) RESOLVED ORA2026/024 Proposal to amend Section 10 of the allotment tenancy hire agreement (and Poultry Welfare Policy) To defer consideration of ORA2026/024 to allow further research by the Officers, specifically seeking the views of the National Allotment Association.	Contact National Allotment Association and check requirements/proposals for not allowing birds.	Completed	RJ
2026/085e)	20/03/2026	Full Council	ORA	2026/085 Resolutions and recommendations of the ORA Committee held on 5th March 2026 e) RESOLVED ORA2026/025 A second draft of the DMMO assistance policy presented to the Council on 15th January 2026 and referred by the Council to this committee To adopt Draft 2 of the DMMO Assistance Policy as provided to Full Council as Appendix 9b.	Add references to the document. Publish on website, update sharepoint and include in list for Annual meeting.	Completed	RJ
2026/085f)	20/03/2026	Full Council	ORA	2026/085 Resolutions and recommendations of the ORA Committee held on 5th March 2026 f) RESOLVED ORA2026/026 Offer of a mature three stemmed Yucca plant by a member of the public To express the Council's thanks to the Member of the Public for the offer but to decline it due to the lack of an appropriate location within the Council's land.	Contact MOP to decline offer.	Completed	RJ
2026/085g)	20/03/2026	Full Council	ORA	2026/085 Resolutions and recommendations of the ORA Committee held on 5th March 2026 g) RESOLVED ORA2026/027 Proposal to consider creating a permissive pathway from Bridgend Road into Parc Bryn Derwen To instruct Officers to write to the relevant landowners of CYM167138 and CYM182396 to ascertain their views on allowing formal public access over their land, whether by dedicating a public right of way or by entering into a formal legal agreement indicating their consent.	Write to the relevant landowners. Hand deliver to ensure delivery. (Include deadline for response).	Completed	RJ
2026/089	20/03/2026	Full Council	Full Council	2026/089 Engagement of a health and safety consultant to work with maintenance staff and officers to develop core task risk assessments and safe systems of work and to consider quotations received along with suspension of Financial Regulations. RESOLVED To engage Amenity Solutions and to authorise the officers to spend up to £1,125 to work with maintenance staff and the Clerk to draw up risk assessments and safe systems of work and to identify any tools, essential training or PPE required. Noting that no suspension of financial regulations is necessary, officers having striven to obtain 3 quotes, thus satisfying regulation 11.3e)iii.	Contractor notified - 26/3/26 Agree list of RA to be covered with staff. Arrange dates for commencement.		LS
2026/090	20/03/2026	Full Council	Full Council	2026/090 Purchase of a Hand Arm Vibration Syndrome (HAVS) monitoring solution for maintenance activities, suspending Financial Regulations where required. RESOLVED To defer this matter to a subsequent meeting of the Council on the advice of the Clerk.		Noted	NA
2026/091	20/03/2026	Full Council	Full Council	2026/091 Purchase of a lone worker monitoring and alert solution for maintenance staff suspending Financial Regulations where required. RESOLVED To defer this matter to a subsequent meeting of the Council on the advice of the Clerk.		Noted	NA

2026/092	20/03/2026	Full Council	WGSB Comm	2026/092 Delegation of authority to award a tender to the Welfare Ground Showerblock Committee. RESOLVED To delegate to the Welfare Ground Showerblock Committee the authority to award any tender as it sees fit (in compliance with the relevant financial regulations) up to the value of any remaining CIL funds allocated to the project LCC25/01	Email members of WGSB Comm. Update master TOR list.		
2026/096	20/03/2026	Full Council	Full Council	2026/096 Payment of the increased One Voice Wales membership fees following a price increase. RESOLVED To authorise the Officers to pay the increased One Voice Wales membership fee for 2026-2027 of £1,912	Pay as appropriate following Annual meeting in May		LP
2026/097	20/03/2026	Full Council	Events	2026/097 Suspension of Financial Regulation 11.3e) ii) in order to facilitate the placement of an order with Pendragon Ltd for the provision of the 2026 fireworks display. RESOLVED To suspend financial regulation 11.3e)ii), declining to obtain further quotations on the grounds that the council has previous benchmark costs having obtained quotations previously, there being a price freeze for this year's event and Pendragon having a proven track record of providing safety information and risk assessment, adequate numbers of trained and competent staff and a display of proven quality.	Order placed.	Noted	NA
2026/099	20/03/2026	Full Council	Full Council	2026/099 Proposed volunteer policy RESOLVED To adopt the interim volunteer policy provided to the meeting as Appendix 18.	Add notations to document. Publish on website and develop draft full volunteer policy for future consideration.	completed	RJ
2026/106	17/04/2026	Full Council	Audit	2026/106 General grant application from LCDP RESOLVED To defer consideration of the application to an extraordinary meeting to be held on a future date due to the complexity of the issues involved.		Noted	NA
2026/115a)	17/04/2026	Full Council	Events	2026/115 Resolutions and recommendations of the Events Committee held on 31st March 2026 a) RESOLVED To suspend Financial Regulation 11.3 e) ii) on the grounds that the Council have attempted to obtain 3 quotations for catering having requested quotations from local providers but only one of the providers being available on the dates of the Christmas lunch events.			
2026/115b)	17/04/2026	Full Council	Events	2026/115 Resolutions and recommendations of the Events Committee held on 31st March 2026 b) RESOLVED To suspend Financial Regulation 11.3.e.iii) with regards the hire of a temporary stage for the Pantomim, taking into account the Council's recent previous experience with Events Onstage Ltd, a local company, having provided an excellent service at the VE Day event in 2025, and noting that other companies having been approached for quotations did not respond.			

2026/115c)	17/04/2026	Full Council	Events	<p>2026/115 Resolutions and recommendations of the Events Committee held on 31st March 2026</p> <p>c) RESOLVED</p> <p>EV2026/031 Request to undertake the annual Remembrance Day service at Llanharan War Memorial</p> <p>To accept the request of the Royal British Legion to undertake the future arranging of the annual Remembrance Day service at Llanharan War Memorial, and to refer further <u>planning back to the Events committee.</u></p>			
2026/117	17/04/2026	Full Council	Full Council	<p>2026/117 Written motion regarding the potential submission of a grant application to an external funder in relation to CIL Project LCC25/09 Skateparks</p> <p>RESOLVED</p> <p>To authorise the officers to apply for a grant from the smaller Mynydd Wind Farm Grant fund to cover the excess cost between the funding already allocated (£200k) and the actual cost once established by the selection of a tender to carry out the work to a maximum of £6000.00 and any shortfall beyond that to be made up from CIL funds and or general reserves.</p>			
2026/118	17/04/2026	Full Council	BCC	<p>2026/118 Written motion regarding the potential submission of a grant application to an external funder in relation to CIL Project LCC23/02 Bryncae Community Centre.</p> <p>RESOLVED</p> <p>To authorise the officers to apply for a grant from the Mynydd Portref fund via GrantScape to be used to fund 3 sub-projects within the program of refurbishing Bryncae Community Centre. These would be:</p> <p>Refurbishment of the kitchen (estimated cost £2500)</p> <p>Refurbishment of the male and female toilets (estimated cost £6500)</p> <p>Provision of electrically operated blackout blinds for the high-level windows (estimated cost £8000)</p> <p>The grant amount would therefore be for £16.5k with any shortfall in the actual cost to be covered by CIL funding allocated to the overall project</p>			
2026/119a)	17/04/2026	Full Council	CIL	<p>2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026</p> <p>a) RESOLVED</p> <p>CIL2026/009 Written motion to increase the earmarked funds for the Trenos, Ewenny Crossing Project (LCC23/01 Bridge over the River Ewenny).</p> <p>To increase the earmarked funds for the Trenos, Ewenny Crossing Project (LCC23/01 Bridge over the River Ewenny) from £275,000 to £600,000 following the receipt of a partial budget forecast from Burroughs (Project Managers).</p>	Alter CIL lists	Completed	LS

2026/119b)	17/04/2026	Full Council	CIL	b) RESOLVED CIL2026/010 Elevating the project "Proposed Multi-user route from Terry's Way to Jubilee Street" to the active project list along with its assigned funding of £250,000. To defer consideration of whether to allocate funds and elevate the project to the Active Project List for a period of not less than 12 months. This being necessary in order to demonstrate fiscal responsibility given existing CIL project commitments, known future CIL income and potential pressure on cashflow. This recommendation also having the effect of rendering void any previous resolutions that would incur any cost relating to the project.	Deferred	Completed	LS
2026/119c)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 c) RESOLVED CIL2026/011 To consider whether any CIL funds for the "Proposed multi-user route from Terry's way to Jubilee Street" should be recommended to be delegated to the Trenos and Ewenny Crossing Project Committee. To defer consideration of this matter until after any CIL funds are allocated to the project.	Deferred	Completed	LS
2026/119d)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 d) RESOLVED CIL2026/012 Llanharan RFC (Minis) general grant, consideration of allocating CIL funds. Not to allocate CIL funds to the grant. The monies already having been paid to the applicant from the Council's general budget as resolved, and the administrative burden and uncertainties on transferring funds from the CIL earmarked reserve (EMR) over the year end closedown period being considered onerous.	No action	Noted	LS
2026/119e)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 e) RESOLVED CIL2026/013 Spend of £920 against CIL Project LCC19/07 Memorial Garden/Garage to facilitate resubmission of lapsed SAB/SuD's application. To authorise a further spend of £920 against project LCC19/07 Memorial Garden/Garage.	Alter CIL sheets to show total allocated to project £155,920 Master version done. Chris' version - To be completed		LS
2026/119f)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 f) RESOLVED CIL2026/015 CIL Grant application. LRGT – Resurfacing of carpark. To add the project to the Active Project List and to allocate £75,000 of CIL funds indicating the Council's support for the project and the commitment of funds. But to request that the applicant carries out the further work suggested by them to confirm the validity of the quotations and to clarify their VAT status and intentions and for the quotations and the grant amount requested to then be resubmitted.	Master version - Done Chris version -		LS

2026/119g)	17/04/2026	Full Council	CIL	<p>2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 g) RESOLVED</p> <p>CIL2026/016 CIL Grant application. Llanharan Primary School – Equipment for dedicated reading corners.</p> <p>To add the project to the Active Project List and grant the sum of £5,313 from CIL funds.</p>	<p>Master version - Done</p> <p>Chris version -</p> <p>Applicant informed.</p>		LS
2026/119h)	17/04/2026	Full Council	CIL	<p>2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 h) RESOLVED</p> <p>CIL2026/017 CIL Grant application. Brynna Allotment Association.</p> <p>To support in principle the element of the project relating to the civil works required to improve the storage shed, but not the purchase of the pallet truck. To add the project to the Active Project List and to allocate £8,500 of CIL funds. But to request that the applicant obtains 2 further quotations for the civils work and for the 3 quotations and the grant amount requested to then be resubmitted.</p>	<p>Master version - Done</p> <p>Chris version -</p> <p>Applicant informed.</p>		LS
2026/119i)	17/04/2026	Full Council	CIL	<p>2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 i) RESOLVED</p> <p>CIL2026/018 Suspending consideration of any further CIL grant applications from external groups.</p> <p>To suspend CIL grant applications from external groups for a period of 24 months in order to maintain adequate reserves for the projects already added to the Active Project List and given changes to the projected CIL income over the coming years. Members of the Council retaining the ability to propose CIL applications from external groups to the CIL committee for addition to the Active Project List only under the following conditions:</p> <ul style="list-style-type: none"> - The member submits a formal written motion to that effect. - Where a member is proposing consideration of an application from an external group then the member must ensure the CIL grant application form is completed in full by the group in the usual fashion with all supporting documentation provided in the usual way before the application is sent to the Clerk. If the application form is not completed in full and all supporting documentation provided to the satisfaction of the Clerk the matter will not be considered, and the written motion will not be accepted. - The member must ensure that sufficient unallocated funds (on the Active Project list) are available for the project and must identify those funds in their proposal. Or if sufficient unallocated funds are not available, they must present a specific 	<p>LCDP and LRGT informed.</p>	Completed	LS

2026/119)j)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 j) RESOLVED CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects. i) To remove LCC24/07 'Allotment expansion project' from the CIL123 List and Active Project List releasing £10,000 back into available funds. The project being unlikely to proceed in the foreseeable future.	Master version - Done Chris version -		LS
2026/119)jii)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 j) RESOLVED CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects. ii) To close project LCC21/14 Royal British Legion storage cabin, releasing the unspent £5,850 back into available funds. The cabin having been purchased in 2022 and commissioned in 2023.	Master version - Done Chris version - Applicant informed.		LS
2026/119)jiiii)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 j) RESOLVED CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects. iii) To remove project LCC21/15 'Provision of dropped kerbs, Hillcrest-Grove Terrace' releasing the £12,012 allocated to the project back into available funds. The RCTCBC project having been completed in 2021 and the Community Council's share of funds never called for, despite prompts from the Clerk.	Master version - Done Chris version -		LS
2026/119)jiv)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 j) RESOLVED CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects. iv) To remove the project "Provision of youth shelters" from the CIL123 list	Master version - Done Chris version -		LS
2026/119)jv)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 j) RESOLVED CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects. v) To remove the project "MUGA on LRGT land adjacent to Bryncae Community Centre" from the CIL123 list.	Master version - Done Chris version -		LS
2026/119)jvi)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 j) RESOLVED CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects. Vi) To remove the project "Rain capture and irrigation system for Brynna allotments" from the CIL123 list.	Master version - Done Chris version -		LS
2026/119)jvii)	17/04/2026	Full Council	CIL	2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 j) RESOLVED CIL2026/019 Removal of projects from the CIL123 list and/or Active Project List and closure of ongoing projects. Vii) To remove the project "Land from Grove Terrace to Chapel Road (Improvements)" from the CIL123 list.	Master version - Done Chris version -		LS

2026/119k)	17/04/2026	Full Council	CIL	<p>2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 k) RESOLVED</p> <p>CIL2026/020 Specific items to be added to the capital plan for Bryncae Community Centre and any resulting increase to the £100,000 currently allocated to project LCC23/02 "Improvements to Bryncae Community Centre"</p> <p>To add items i) to xvii) to the capital plan for Bryncae Community centre and to project LCC23/02 'Improvements to Bryncae Community Centre', and amending the allocated CIL funds for the project to £168,633</p> <p>i to xvi not listed here for reasons of brevity.</p> <p>xvii - In order to accommodate all of the resolutions made by the Council at this meeting including to authorise the officers to take such a sum of money from the council's CIL contingency funds as to ensure that unallocated funds balance at £0 following the expected CIL receipts at the end of April 2026.</p>	<p>Master version - Done Chris Version -</p>		LS
2026/119L)	17/04/2026	Full Council	CIL	<p>2026/119 Resolutions and recommendations of the CIL Committee held on 17th April 2026 l) RESOLVED</p> <p>CIL2026/021 Progress Oakbrook skatepark refurb and pump track Working Group That the project proceeds with design 2 (Clerk's note: Labelled as Concept Two on appendix 12a presented to the CIL Committee) to be adopted as the design for the skatepark, to add an additional £6,000 of CIL funding to the project and to instruct the Clerk to produce a formal tender pack for further presentation and to take whatever action is necessary to ensure the £100,000 of grant funding from Grantscape is delivered.</p>	<p>Master version - Done Chris version -</p>		LS
2026/121	17/04/2026	Full Council	Full Council	<p>2026/121 Consideration of Cllr Andrew Morgan for Committees and Working Groups</p> <p>RESOLVED</p> <p>To add Cllr Andrew Morgan to the following Committees and Working Groups:</p> <p>Human Resources Committee; ORA Committee; Bryncae Community Centre Committee; Digital Working Group</p>	<p>Alter master list. - Done Add to sharepoint groups. - Done Amend website pages to show new memberships. - Done</p>	Completed	LS
2026/122	17/04/2026	Full Council	Full Council	<p>2026/122 Consideration of Cllr Andrea James for Committees and Working Groups</p> <p>RESOLVED</p> <p>To add Cllr Andrea James to the following Committees and Working Groups:</p> <p>Human Resources Committee; Audit Committee; Community Engagement Committee; Bryncae Community Centre Committee; Digital Working Group;</p>	<p>Alter master list.- Done Add to sharepoint groups. - Done Amend website pages to show new memberships. - Done</p>	Completed	LS
2026/130	17/04/2026	Full Council	Full Council	<p>2026/130 Arrangements for the 2026 Annual Meeting</p> <p>RESOLVED</p> <p>To hold the 2025 Annual Meeting on Tuesday 12th May 2026 at 7pm.</p>	<p>Arrange</p>		

2026/135	28/04/2026	Full Council	Audit	2026/135 General grant application from LCDP. RESOLVED To grant LCDP £30,036.44p for the purposes set out in the grant application. (Power Section 137 LGA 1972).	Inform applicant - Done Make payment. -		LP
2026/136a)	28/04/2026	Full Council	Audit	2026/136 Resolutions and recommendations of the Audit Committee held on 13th April 2026 a) RESOLVED A2026/014 Bank reconciliations for Quarter 4 financial year 2025/26. To approve bank reconciliations for Quarter 4 financial year 2025-26 as presented in the schedule "Appendix 2" presented to the meeting.		Noted	NA
2026/136b)	28/04/2026	Full Council	Audit	2026/136 Resolutions and recommendations of the Audit Committee held on 13th April 2026 b) RESOLVED A2026/016 To approve transfers for FY 2025/26. To approve bank transfers for Quarter 4 financial year 2025-26 as presented in the schedule "Appendix 4" presented to the meeting.		Noted	NA
2026/136c)	28/04/2026	Full Council	Audit	2026/136 Resolutions and recommendations of the Audit Committee held on 13th April 2026 c) RESOLVED A2026/018 To approve journals for FY 2025/26. To approve journals for financial year 2025-26 as presented in the schedule "Appendix 6" presented to the meeting.		Noted	NA
2026/136d)	28/04/2026	Full Council	Audit	2026/136 Resolutions and recommendations of the Audit Committee held on 13th April 2026 d) RESOLVED A2026/019 To approve accounts set up to be paid via direct debits for FY 2025/26. To approve a summary of accounts set up to be paid via a direct debit mandate as presented in the schedule "Appendix 7" presented to the meeting.		Noted	NA
2026/138	28/04/2026	Full Council	HR	2026/138 Delegating further authority to the HR Committee with regards to the recruitment of the replacement for the RFO/DeputyClerk. RESOLVED To delegate authority to the HR Committee to offer up to SCP 29 should the preferred candidate hold one of the 4 qualifications mentioned in section 9 of the NALC model contract and should the HR Committee deem it appropriate to do so. The HR committee then having authority to make an appointment on these terms in line with the established NALC Model contract for the role.		Noted	NA
2026/139	28/04/2026	Full Council	HR	2026/139 Locum RFO cover RESOLVED To authorise the officers to spend up to £200 to arrange temporary locum RFO cover to provide a structured handover and/or urgent cover should the need arise following the resignation of the RFO/Deputy Clerk.	Arrange - Request extra funds to cover gap to new employee start date.		LS
2026/140a)	28/04/2026	Full Council	WGSB Comm	2026/140 Recommendations of the Welfare Ground Showerblock Committee including the issuing of a tender for the refurbishment of The Showerblock on Llanharan Welfare Ground. WGSB2026/016 To consider tenders submitted for the refurbishment of the Showerblock and associated matters. a) RESOLVED To select a final specification for the program of works, all items excluding the following from the full specification: 4.3 Clean roof/Replace roof sheets; 4.14 Heating system; 4.19 Alarm switches; 4.22 Benches.	Inform vendor of spec and resultant price - Done Arrange start date. - Done 18th May 26. Award notice issued on Sell2Wales Amend CIL lists - Master list DONE Chris list -		LS

2026/140b)	28/04/2026	Full Council	WGSB Comm	<p>2026/140 Recommendations of the Welfare Ground Showerblock Committee including the issuing of a tender for the refurbishment of The Showerblock on Llanharan Welfare Ground. WGSB2026/016 To consider tenders submitted for the refurbishment of the Showerblock and associated matters.</p> <p>b) RESOLVED To award the tender based on the specification outlined in WGSB2026/16a) to N&B Construction at a price of £61,095 with a 10% contingency of £6,109.50, totaling £67,204.50 To authorise the Clerk to issue the tender and spend up to £61,095 taking whatever action is necessary to facilitate this and the commencement of works in consultation with LRGT. Authority to spend the contingency of £6,109.50 being delegated to the WGSB Committee for any reason it sees fit in connection with the project.</p>	<p>Inform vendor of spec and resultant price - Done</p> <p>Arrange start date. - Done 18th May 26. Award notice issued on Sell2Wales</p> <p>Amend CIL lists - Master list DONE Chris list -</p>		LS
2026/140c)	28/04/2026	Full Council	WGSB Comm	<p>2026/140 Recommendations of the Welfare Ground Showerblock Committee including the issuing of a tender for the refurbishment of The Showerblock on Llanharan Welfare Ground. WGSB2026/016 To consider tenders submitted for the refurbishment of the Showerblock and associated matters.</p> <p>c) RESOLVED To allocate such CIL funds to project LCC25/01 "Improvements to the welfare ground shower block" as is necessary in order to meet the tender price, plus the 10% contingency resolved in 2026/140 b). For these funds to be taken from the CIL contingency fund maintained against council managed projects.</p>	<p>Inform vendor of spec and resultant price - Done</p> <p>Arrange start date. - Done 18th May 26. Award notice issued on Sell2Wales</p> <p>Amend CIL lists - Master list DONE Chris list -</p>		LS
AM2026/001	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/001 Election of Chair of the Council</p> <p>RESOLVED</p> <p>To elect Cllr Rhys Jenkins as Chair of the Council with the declaration of acceptance of office to be signed at the next convenient opportunity but before the next council meeting as per the requirements of Section 83(4) of the Local Government Act 1972.</p>	<p>Get declaration of acceptance of office signed and filed.</p> <p>Make social media post and add to website</p>	Completed	LS
AM2026/002	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/002 Election of Deputy Chair of the Council</p> <p>RESOLVED</p> <p>To elect Cllr Janine Turner as Deputy Chair of the Council with the declaration of acceptance of office to be signed at the next convenient opportunity but before the next council meeting as per the requirements of Section 83(4) of the Local Government Act 1972.</p>	<p>Get declaration of acceptance of office signed and filed.</p> <p>Make social media post and add to website</p>	Completed	LS
AM2026/004a)	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.</p> <p>a) RESOLVED</p> <p>Human resources Committee (5)</p> <p>Membership: Cllrs Rhys Jenkins, Chris Parker, Robert Smith, Andrea James, Andrew Morgan.</p> <p>Chair: Rhys Jenkins Deputy Chair: Chris Parker</p> <p>Terms of reference:</p>	<p>Amend master sheet.</p> <p>Wording on website pages (Names of members)</p> <p>Amend sharepoint group memberships.</p>		RJ

AM2026/004b) & c)	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.</p> <p>b) RESOLVED</p> <p>To suspend standing order 19.9 in order to allow incumbent members without the appropriate attendance criteria from the previous year to remain on the committee.</p> <p>c) RESOLVED</p> <p>Audit Committee (5)</p> <p>Membership: Cllrs David Evans, Rhys Jenkins, Chris Parker, Janine Turner, Andrea James.</p> <p>Chair: Rhys Jenkins Deputy Chair: Janine Turner</p> <p>Terms of reference:</p>	<p>Amend master sheet.</p> <p>Wording on website pages (Names of members)</p> <p>Amend sharepoint group memberships.</p>		RJ
AM2026/004d)	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.</p> <p>d) RESOLVED</p> <p>Community Infrastructure Levy (CIL) Committee (5)</p> <p>Membership: Cllrs Andrea James, Rhys Jenkins, Chris Parker, Nick Richards, Janine Turner.</p> <p>Chair: Janine Turner Deputy Chair: Chris Parker</p> <p>Terms of reference:</p>	<p>Amend master sheet.</p> <p>Wording on website pages (Names of members)</p> <p>Amend sharepoint group memberships.</p>		RJ
AM2026/004e)	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.</p> <p>e) RESOLVED</p> <p>Open Spaces, Rights of Way, Allotments Levy (ORA) Committee (5)</p> <p>Membership: Cllrs Andrew Morgan, Chris Parker, Robert Smith, Mark Steer, Will Thomas.</p> <p>Chair: Mark Steer Deputy Chair: Andrew Morgan</p> <p>Terms of reference:</p>	<p>Amend master sheet.</p> <p>Wording on website pages (Names of members)</p> <p>Amend sharepoint group memberships.</p>		RJ
AM2026/004f)	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.</p> <p>f) RESOLVED</p> <p>To dissolve the Community Engagement (CEC) Committee given that its areas of responsibility reverting to full council.</p>	<p>Amend master sheet.</p> <p>Wording on website pages (Names of members)</p> <p>Amend sharepoint group memberships.</p>		RJ
AM2026/004g) & h)	13/05/2026	Annual Meeting	Annual Meeting	<p>AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates.</p> <p>g) RESOLVED</p> <p>i. To suspend Standing Order 19.8 to allow the membership of the Committee to exceed 8.</p> <p>ii. To suspend standing order 19.9 in order to allow incumbent members without the appropriate attendance criteria from the previous year to remain on the committee.</p> <p>h) RESOLVED</p> <p>The Trenos and Ewenny Crossings Project Committee (TEC) (9)</p> <p>Membership: Cllrs David Evans, Rhys Jenkins, Andrew Morgan, Chris Parker, Nick Richards, Robert Smith, Mark Steer, Will Thomas, Janine Turner.</p> <p>Chair: Chris Parker Deputy Chair: Janine Turner</p> <p>Terms of reference:</p>	<p>Amend master sheet.</p> <p>Wording on website pages (Names of members)</p> <p>Amend sharepoint group memberships.</p>		RJ

AM2026/004i)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates. i) RESOLVED Bryncae Community Centre Committee (7) Membership: Cllrs Rhys Jenkins, Chris Parker, Nick Richards, Robert Smith, Janine Turner, Andrea James, Andrew Morgan, Chair: Chris Parker Deputy Chair: Janine Turner Terms of reference: Reporting to full council.	Amend master sheet. Wording on website pages (Names of members) Amend sharepoint group memberships.		RJ
AM2026/004j)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates. j) RESOLVED Welfare Ground Showerblock Committee (4) Membership: Cllrs Rhys Jenkins, Andrew Morgan, Chris Parker, Robert Smith. Chair: Chris Parker Deputy Chair: Robert Smith Terms of reference:	Amend master sheet. Wording on website pages (Names of members) Amend sharepoint group memberships.		RJ
AM2026/004k)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/004 Committees and their members, Chairpersons, terms of reference and scheduled meeting dates. k) RESOLVED Events Committee (6) Membership: Cllrs David Evans, Rhys Jenkins, Andrew Morgan, Chris Parker, Rob Smith, Janine Turner. Chair: Janine Turner. Deputy Chair: Chris Parker Terms of reference:	Amend master sheet. Wording on website pages (Names of members) Amend sharepoint group memberships.		RJ
AM2026/005a)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference a) RESOLVED To retain the underlying terms of reference for all Working Groups as: For the underpinning terms of reference for working groups to include the following: For working groups to be empowered to carry out fact-finding investigations, carry out informal negotiations (without assuming any authority of the Council as a corporate body) and to do other work in order to be able to present recommendations or reports to Council for resolution. If members of a working group cannot come to a settled agreed recommendation or report for Council then any recommendations or report should be qualified accordingly. Working groups should liaise with the Clerk where appropriate and any recommendations should be checked for lawfulness with the Clerk before presentation to Council. The Clerk would ordinarily only attend working group meetings when requested in order to offer advice. Working group meetings are arranged informally by its members, led by the chair. Working Groups may not have any additional authority delegated to them. The Chair or another member should make a written record of any actions or recommendations agreed amongst the group that reflects the opinion of its members. If members of a working group cannot come to a settled agreed recommendation or report for Council then any recommendations or report should be qualified accordingly. A written record of any recommendations or informal negotiations with any third party must be presented to the Proper Officer to be checked for lawfulness prior to presentation to the Council, Committee or Subcommittee. The Proper Officer must formally verify the outcomes of any	Amend master sheet. (Add this)		RJ
AM2026/005b)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference b) RESOLVED To dissolve the Trenos Crossing and Ewenny Bridge Working Group	Amend master sheet.		RJ

AM2026/005c)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference c) RESOLVED To dissolve the Bryncae Community Centre Working Group.	Amend master sheet.		RJ
AM2026/005d)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference d) RESOLVED To dissolve the Jubilee Marsh Multi-User Route Working Group	Amend master sheet.		RJ
AM2026/005e)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference e) RESOLVED Walking and Multiuser Leaflets Working Group (4) Membership: Cllrs Andrew Morgan, Robert Smith, Mark Steer, Will Thomas. Chair: Cllr Mark Steer Terms of reference: Reporting to the ORA Committee. The Walking and Multiuser Leaflets Working Group to be tasked with examining the details of arranging the leaflets.	Amend master sheet.		RJ
AM2026/005f)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference f) RESOLVED Oakbrook Skatepark refurb and pump track Working Group (4) Membership: Cllrs David Evans, Andrew Morgan, Chris Parker, Janine Turner. Chair: Cllr Chris Parker Terms of reference: Reporting to the CIL Committee. To investigate the feasibility and arrangements of refurbishing the Oakbrook skatepark and arrangements for building a pump track in the community	Amend master sheet.		RJ
AM2026/005g)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference g) RESOLVED Hamlet/Ward Gateway Working Groups (3) Membership: Cllrs David Evans, Nick Richards, Will Thomas. Chair: Cllr Nick Richards Terms of reference: Reporting to the ORA Committee. To investigate options for the style, placement, wording and other factors regarding potential purchase and placement of Hamlet/Ward gateway signage.	Amend master sheet.		RJ
AM2026/005h)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference h) RESOLVED Survey Working Group (4) Membership: Cllrs David Evans, Rhys Jenkins, Chris Parker, Robert Smith. Chair: Cllr Robert Smith Terms of reference: Reporting to Full Council. To examine arrangements to run a survey of residents every 2 years to help better understand what residents want and how they feel the community council can support them through the services provided. The survey to run at an appropriate time to allow members to digest the results which will help inform the budget for the following financial year.	Amend master sheet.		RJ
AM2026/005i)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference i) RESOLVED Digital Working Group (5) Membership: Cllrs David Evans, Rhys Jenkins, Andrew Morgan, Chris Parker, Will Thomas. Chair: Cllr Rhys Jenkins Terms of reference: To examine how the council can make best use of technology. Reporting to full council.	Amend master sheet.		RJ

AM2026/005j)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/005 Working Groups and their members and Chairpersons and to review terms of reference j) RESOLVED Festive Display Working Group (4) Membership: Cllrs Rhys Jenkins, Chris Parker, Nick Richards, Janine Turner. Chair: Chris Parker Terms of reference: Reporting to Full Council. To consider the specification and other arrangements for the Christmas lights and festive displays.	Amend master sheet.		RJ
AM2026/006	13/05/2026	Annual Meeting	Annual Meeting	AM2026/006 Appointees to external bodies and reporting arrangements. a) RESOLVED RCT/Town & Community Council Liaison Committee: Cllrs Rhys Jenkins and Chris Parker One Voice Wales, RCT/Merthyr/Caerphilly area Committee: Cllr Robert Smith One Voice Wales Larger Council's Committee: Cllr Robert Smith Dolau Primary School appointed governor: Cllr Andrew Morgan Llanharan Primary School appointed governor: Cllr Geraint Hopkins Brynnau Primary School appointed governor: Cllr Rhys Jenkins The Wildlife Trust (Brynnau Woods/Llanharan Marsh) Liaison: Cllr Mark Steer. Llanharan Community Development Project (LCDP) Liaison: Cllr Robert Smith	Amend master sheet. Inform relevant bodies.		RJ
AM2026/007a)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 a) RESOLVED Payments for civic allowances to be made at the start of the municipal year unless specifically noted otherwise, without any repayment declarations or mechanisms in place to account for members resigning or being disqualified during the municipal year.	Noted	Noted	NA
AM2026/007b)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 b) RESOLVED To pay the members' Extra Costs Payment of £156 a year to all members except to those who formally write to the Clerk indicating that they do not wish to receive the allowance. This payment will not be subject to PAYE tax for those who return the 'working from home tax allowance declaration' to the RFO prior to payment.	Make payments to members (Who have not written to waive the payment formally). - Confirm bank details. Note: Direct payment ONLY to be made if the member has returned their signed HMRC declaration letter (That needs to be issued to them). Others to be made via PAYE.		CK
AM2026/007c)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 c) RESOLVED To pay the Mandatory Senior Role Payment of £500 to the Deputy Chair of the Council.	Make payments (Direct) to the relevant member (Unless they have written to waive the pament). - Confirm bank details.		CK
AM2026/007d)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 d) RESOLVED To pay an optional Chair's allowance of £1500 to the Chair of the Council.	Make payments (Direct) to the relevant member (Unless they have written to waive the pament). - Confirm bank details.		CK
AM2026/007e)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 e) RESOLVED Not to pay the Optional Deputy Chair's allowance, given that the Mandatory Senior Role Payment has been allocated to the Deputy Chair.		Noted	NA
AM2026/007f)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 f) RESOLVED In respect of the payments to the Chair and Deputy Chair (Senior allowance). The payments to be made as a lump-sum directly to the post-holder via the PAYE payroll system (subject to tax) at the start of the municipal year, with no reporting arrangements or spend policy in place.		Noted	NA
AM2026/007g)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 g) RESOLVED Not to pay any optional attendance allowance.		Noted	NA

AM2026/007h)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 h) RESOLVED For those Councillors who wish to make a claim for the optional Financial Loss Allowance to contact the Clerk for further details so that a claim can be made if necessary, proof of financial loss being required.		Noted	NA
AM2026/007i)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 i) RESOLVED For optional Travel and Subsistence payments to be made to members but only on a case-by-case basis and where they have been explicitly approved in advance by full council.		Noted	NA
AM2026/007j)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 j) RESOLVED For those Councillors who wish to make a claim for a mandatory contribution towards costs of care and personal assistance to contact the Clerk for further details.		Noted	NA
AM2026/007k)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/007 Civic Allowances for the municipal year 2026/27 k) RESOLVED To pay members £52 a year for the cost of office consumables required to carry out their role, payments to be made at the start of the municipal year.	Make payments (Confirm bank details)		CK
AM2026/008	13/05/2026	Annual Meeting	Annual Meeting	AM2026/008 Written Motions in a municipal year RESOLVED The maximum total of motions required by written notice that can be considered by the Council in the municipal year to be set at 'unlimited'.		Noted	NA
AM2026/009	13/05/2026	Annual Meeting	Annual Meeting	AM2026/009 Written Motions in a single meeting RESOLVED The maximum total of motions required by written notice that can be considered by the Council in any one meeting of the Council or its Committees to be set at '3'		Noted	NA
AM2026/010	13/05/2026	Annual Meeting	Annual Meeting	AM2026/010 Policies and procedures RESOLVED To reaffirm and approve the following policies of the Council: 1. Treasury and Investment Policy V1 2. Business Continuity Plan V1 3. Members' Social Media Guidance V1 4. Sickness and Absence Policy V2 5. Grievance Policy and Procedure V2 6. Equality and Diversity Policy V2 7. Disciplinary Policy and Procedure V2 8. Employees' Social Media Policy V1 9. Publication Scheme V1 10. Artificial Intelligence Policy V1 11. Privacy Notice V1 12. Freedom of Information Policy V1 13. Data Protection Policy V1 14. Poultry Wellbeing Policy V2 15. Allotment Tenancy Agreement V5 16. Environmental and Biodiversity Policy V1 17. DMMO Assistance Policy V1 18. Crime and Disorder Policy V1 19. Vexatious Policy V1 20. Complaints Procedure V1 21. Petition Policy V1 22. Safeguarding Policy V1 23. Volunteer Policy (Interim) V1	Append the documents with Reviewed date and minute number and ensure reviewed copies on website and sharepoint.		RJ

AM2026/011	13/05/2026	Annual Meeting	Annual Meeting	AM2026/011 Internal Auditor For the Financial Year 2026/27 RESOLVED To retain WGW as the internal auditor for 2026/27 but not to hold an interim audit (provided this is not an unbreakable contractual obligation).	LS - Check not contractual obligation. Inform Claire		LS
AM2026/012	13/05/2026	Annual Meeting	Annual Meeting	AM2026/012 To review banking mandate signatories and PSDF directors RESOLVED To appoint the following as authority and signatories: Barclays bank main contact of authority (Primary user): Cllr Rhys Jenkins. Banking mandate for cheques and direct debits: The Clerk, the RFO, the Assistant Clerk, Cllr David Evans, Cllr Rhys Jenkins, Cllr Chris Parker. Online banking (and authorisations): The Clerk, the RFO, the Assistant Clerk, Cllr David Evans, Cllr Rhys Jenkins, Cllr Chris Parker. Barclaycard main contact of authority: The RFO. Public Sector Deposit Fund directors: Cllrs Rhys Jenkins, Chris Parker, Andrew Morgan	Make self authorised person for all accounts. Make changes as per the resolution. Update mastewr sheet - RJ		CK
AM2026/013	13/05/2026	Annual Meeting	Annual Meeting	AM2026/013 Asset Register RESOLVED To approve the Council's asset register as presented in 'Appendix 13 – Asset register updated Yr end 2025-2026' with a threshold of £250 subject to the addition of a Red Kite under category 'Wood Carvings' (row 199).	Amend asset register accordingly.		CK
AM2026/014	13/05/2026	Annual Meeting	Annual Meeting	AM2026/014 Insurance cover in respect of insurable risks. RESOLVED To defer consideration of the Council's insurance cover pending further information.	Bring to future meeting. Note on agenda for 21st May 26 but information may not be available on time.		LS
AM2026/015	13/05/2026	Annual Meeting	Annual Meeting	AM2026/015 Service Level Agreements or other legal or arrangements with external groups. Noted		Noted	NA
AM2026/016	13/05/2026	Annual Meeting	Annual Meeting	AM2026/016 Membership of The Society of Local Council Clerks (SLCC) RESOLVED To renew all Officers' memberships at the appropriate time.	No further resolution required.	Noted	NA
AM2026/017	13/05/2026	Annual Meeting	Annual Meeting	AM2026/017 Membership of One Voice Wales RESOLVED Deferred to a future meeting.			LS
AM2026/018	13/05/2026	Annual Meeting	Annual Meeting	AM2026/018 Standing Orders RESOLVED To defer consideration of the Council's Standing Orders including re-adoption of the Local Authorities (Model Code of Conduct) (Wales) Order 2008.	Bring to future meeting along with FR aligned to 2025 model FR.		LS
AM2026/019	13/05/2026	Annual Meeting	Annual Meeting	AM2026/019 Civility and Respect Pledge RESOLVED To adopt and sign the One Voice Wales Civility and Respect Pledge subject to the Council approving an appropriate Dignity at Work Policy at a future meeting	LS and RJ to sign and inform OVW. Bring dignity at work policy to future meeting of the council		LS
AM2026/020	13/05/2026	Annual Meeting	Annual Meeting	AM2026/020 Financial Regulations RESOLVED To defer consideration of the Council's Financial Regulations to allow consideration of the new model document provided by One Voice Wales.	Bring to future meeting along with SO		LS
AM2026/021	13/05/2026	Annual Meeting	Annual Meeting	AM2026/021 Annual Report RESOLVED To defer consideration of the Annual report to a future meeting.	Bring to future meeting once finances added.		LS
AM2026/022	13/05/2026	Annual Meeting	Annual Meeting	AM2026/022 Training Plan RESOLVED To defer consideration of the Training plan to a future meeting.	Bring to future meeting		LS

AM2026/023a)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/023 Action plan for the coming municipal year incorporating the Biodiversity plan a) RESOLVED To defer consideration of the Action plan to a future meeting.	Bring to future meeting. Note Biodiversity plan is now separate.		LS
AM2026/023b)	13/05/2026	Annual Meeting	Annual Meeting	AM2026/023 Action plan for the coming municipal year incorporating the Biodiversity plan b) RESOLVED To reaffirm the Council's commitment to the Biodiversity plan previously adopted by a meeting of the Council on 19th March 2026 (Minute Ref. 2026/085a)).		Noted	NA

From: [Leigh Smith, The Clerk, Llanharan Community Council](#)
To: ["R Roberts \(Llanharan Primary School\)"](#)
Subject: RE: Support Request for Pupils Attending the Into Film Awards 2026
Date: 19 May 2026 10:34:00

Good afternoon,

Unfortunately, the next available meeting of the council where a grant could be applied for is 18th June.

Can I suggest you contact your 3 local RCT councillors who may have access to grant funds.

Regards

Leigh Smith
Clerk to the Council.
Llanharan Community Council
Clerk@llanharan-cc.gov.wales
project@llanharan-cc.gov.wales
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

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From: R Roberts (Llanharan Primary School) <Rhys.Roberts@llanharanprimary.rctcbc.cymru>
Sent: 18 May 2026 16:02
To: Leigh Smith, The Clerk, Llanharan Community Council <clerk@llanharan-cc.gov.wales>
Subject: Support Request for Pupils Attending the Into Film Awards 2026

Dear Mr Leigh Smith,

I am writing on behalf of Llanharan Primary School to ask whether you might be willing to support a truly special opportunity for a small group of our pupils.

We are incredibly proud to share that our school has been nominated in the *Best Documentary Film* category at the **Into Film Awards 2026**, which will take place on **Tuesday 16th June 2026** at the iconic **ODEON Luxe Leicester Square in London**. This is a prestigious national event that celebrates young filmmaking talent, and

being shortlisted is an outstanding achievement for our pupils.

Here is a link to our nominated film:

<https://m.youtube.com/watch?v=bbAD>

As part of this nomination, between four and six of our children have been invited to attend the ceremony. For many of them, this would be a once-in-a-lifetime experience — offering the chance to walk the red carpet, meet industry professionals and celebrities, and celebrate their creative success on a national stage.

However, we are currently facing a significant challenge. Due to ongoing budget constraints within the school, we are struggling to cover the cost of transporting the children from South Wales to London. Estimated travel costs (by train or coach) are close to **£1,000**, which is beyond what we are presently able to fund.

We are therefore reaching out to local businesses to kindly ask whether you might consider making a donation towards the transport costs. Any contribution, no matter how small, would be greatly appreciated and would help make this unforgettable opportunity possible for our pupils.

In recognition of your support, we would be delighted to acknowledge your contribution in our school communications and local media (where appropriate).

If you would like any further information about our nomination or how your support would make a difference, please do not hesitate to get in touch.

Thank you for taking the time to consider our request and for supporting opportunities that inspire and celebrate young people.

Yours faithfully,

Mr Rhys Roberts and Year 5/6

Llanharan Primary School

Ar gyfer yr unigolyn y cyfeirir yr e-bost hwn ato yn unig y mae'r neges a'r atodiadau sydd ynghlwm. Os ydych wedi derbyn y neges e-bost hon drwy gamsyniad, rhowch wybod i'r anfonwr a'i dileu'n barhaol o'ch system. Os oes cynnwys yn y neges e-bost hon sy'n bersonol neu os oes ynddi gynnwys nad yw'n gysylltiedig â gwaith Llywodraeth Cymru, ysgolion, y consortia addysg rhanbarthol neu unrhyw awdurdod lleol yng Nghymru, nid ydym yn derbyn cyfrifoldeb am gynnwys o'r fath nac atebolrwydd drosto. Gallai data mewn negeseuon e-bost sy'n cael eu hanfon dros y rhyngwrwyd gael eu llygru, neu gallai negeseuon gael eu darllen cyn iddynt gyrraedd pen eu taith neu gael eu diwygio heb awdurdod; nid oes gennym unrhyw reolaeth dros hyn. Nid ydym yn atebol am unrhyw feirysau cyfrifiadurol a allai fod yn y neges hon nac am unrhyw golledion yn sgil feirysau. I gael gwybodaeth am y sail a ddefnyddir ar gyfer casglu gwybodaeth bersonol drwy <http://hwb.llyw.cymru>, ewch i <http://hwb.gov.wales/Privacy>, ac i weld telerau defnydd y wefan, ewch i <http://hwb.gov.wales/TermsAndConditions>

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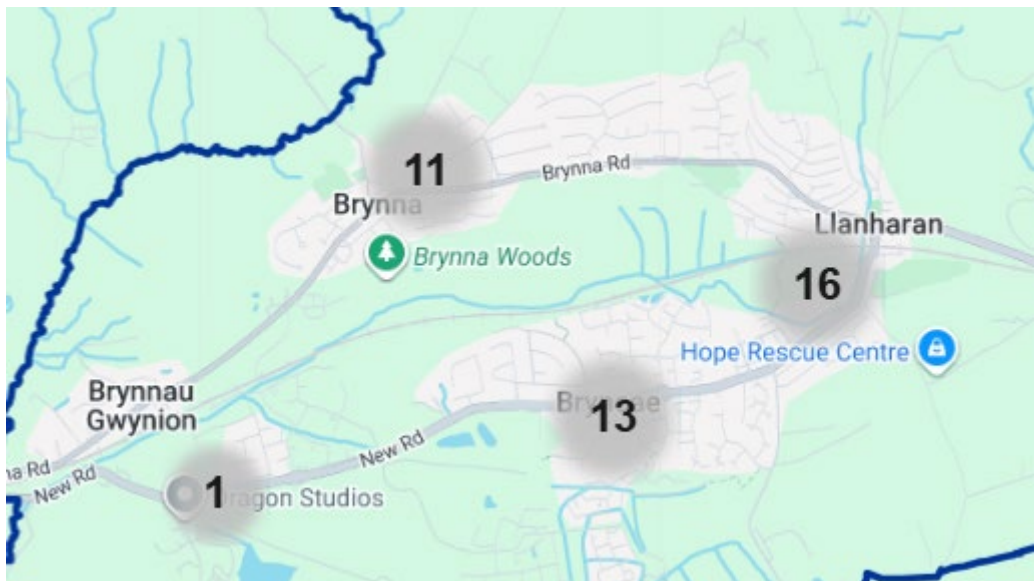
Appendix 6

To note community crime statistics published on the publicly available South Wales Police website and other crime information, Note: For March 2026

Full stats available at:

<https://www.south-wales.police.uk/area/your-area/south-wales/mid-glamorgan/bryнна-and-llanharan/meetings-and-events/top-reported-crimes-in-this-area>





Priority:**Action taken:**

ASB. Off-road motorbikes & illegal vehicle use - Bryncae
Issued 02 March 2026

Action taken is updated every three months.
Actioned 02 March 2026

ASB. Youth nuisance, rowdy groups, abusive behaviour,
noise complaints - Bryncae Community Centre
Issued 12 December 2025

We have carried out high-visibility patrols in identified areas.
We have gathered intelligence to address repeat community
concerns.
Actioned 02 March 2026

Park View Estate - Youth & Vehicle Anti-social behaviour.
Issued 12 December 2025

We have carried out high-visibility patrols in identified areas.
Actioned 02 March 2026

Horse-riding road safety.
Issued 12 December 2025

Action taken is updated every three months.
Actioned 12 December 2025

ASB. Youth nuisance, rowdy groups, abusive behaviour,
noise complaints - Bryncae Community Centre
Issued 15 September 2025

We have seized illegal vehicles and taken enforcement action.
We have worked with the Llanharan Community Council to
resolve ASB issues.
We have carried out high-visibility patrols in identified areas.
Actioned 20 November 2025

Park View Estate - Youth & Vehicle Anti-social behaviour
Issued 15 September 2025

We have carried out high-visibility patrols in identified areas.
We have deployed CCTV vans to monitor and identify
suspects.
Actioned 20 November 2025

Horse-riding road safety.
Issued 15 September 2025

We have promoted "Pass Wide & Slow" initiatives with horse
riders.
We have carried out high-visibility patrols in identified areas.
Actioned 20 November 2025

PACT meeting at Bryncae community centre

🕒 7:30PM - 9:00PM, Wed 08 July 2026

📍 Bryncae Community Centre, Pontyclun



Jorge Lee
Police Constable



Lauren Edwards
PCSO

Current and Premium Bank A/c

Payments made between 01/04/2026 and 30/04/2026

Nominal Ledger Analysis

Date	Payee Name	Reference	£ Total Amnt	£ Creditors	£ VAT	A/c	Centre	£ Amount	Transaction Details
02/04/2026	Extrascope	19275	414.72		69.12	4070	200	345.60	Microsoft 365
07/04/2026	One Voice Wales	10632	42.00			4305	240	42.00	Leigh Smith Training
08/04/2026	Tesco	1342865128	10.46			4075	200	10.46	Mobile Phone
08/04/2026	RCT	53276220	787.50			4060	640	787.50	BCC Rates April
08/04/2026	Floral Fresh	6	49.50			4100	640	49.50	Floral Fresh
08/04/2026	Rialtas	SM33920	396.00		66.00	4130	200	330.00	Rialtas
09/04/2026	Combined Playground Services	493	110.00			4810	600	110.00	Playground Inspect-MH&SP
12/04/2026	Combined Playground Services	467	110.00			4810	600	110.00	Playground Inspect-MH/SP
12/04/2026	Combined Playground Services	478	110.00			4810	600	110.00	Playground Inspect-MH&SP
12/04/2026	Combined Playground Services	487	110.00			4810	600	110.00	Playground Inspect-MH/SP
12/04/2026	RCT	53164934	2,434.70			4060	200	2,434.70	Business Rates/Office
13/04/2026	Total Energies	4087303272	329.25		54.88	4755	640	274.37	Utilities
14/04/2026	Floral Fresh	7	49.50			4100	640	49.50	Bryncae Cleaning
15/04/2026	FareShare Cymru	6210	78.00			1991	630	78.00	Pantry
15/04/2026	ARVAL	RI00132463	500.58		83.43	4400	300	417.15	ARVAL
19/04/2026	SSE Electric	8701540931	58.57		2.79	4575	650	55.78	Jeffs Lane
19/04/2026	HMRC NI & Tax	948PZ00127	2,152.85			4010	200	2,152.85	PAYE
19/04/2026	HMRC NI & Tax	948PZ00127	2,153.05			4010	200	2,153.05	NI & Tax Mth 12
20/04/2026	BCC Deposit Return	DEPOSIT RE	30.00			566		30.00	BCC Deposit Return
22/04/2026	Floral Fresh	8	49.50			4100	640	49.50	Bryncae Cleaning
22/04/2026	EDF	KI-9153883	173.28		8.25	4080	200	165.03	EDF
23/04/2026	Talk Talk	1320526	49.34		8.22	4075	640	41.12	Telephone
23/04/2026	Fungrenade	1525	288.00		48.00	4070	200	240.00	Website hosting Mar26-Mar27
23/04/2026	EDF	27500695	265.22		12.63	4080	640	252.59	EDF
23/04/2026	BNP Paribas Printer	FLLB831240	140.13		23.36	4070	200	116.77	Printer
27/04/2026	Clarity Copiers	241165	7.31		1.22	4070	200	6.09	Printer Copies
28/04/2026	STAFF SALARIES	APR 26	8,617.01			4000	200	8,617.01	Staff Salaries
28/04/2026	Barclaycard	DDR	1,006.53			260		1,006.53	Barclaycard
28/04/2026	RCT Pension Payment	LCC REMIT	2,640.36			4005	200	2,640.36	Pensions
30/04/2026	Rialtas	33776	1,176.00		196.00	4130	200	980.00	Rialtas Accounts
30/04/2026	Floral Fresh	9	49.50			4100	640	49.50	BCC Cleaning
Total Payments:			24,388.86	0.00	573.90			23,814.96	

Detailed Income & Expenditure by Budget Heading 01/04/2026

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Income</u>							
1076 Precept	320,808	320,808	(0)			100.0%	
1090 PSDF Re-invested dividend	0	22,500	22,500			0.0%	
1100 Agency Income	(1,330)	1,330	2,660			(100.0%)	
1990 Other Income	25	500	475			5.0%	
1992 BCC Hire Fees	0	13,500	13,500			0.0%	
Income :- Income	<u>319,503</u>	<u>358,638</u>	<u>39,135</u>			<u>89.1%</u>	<u>0</u>
Net Income	<u>319,503</u>	<u>358,638</u>	<u>39,135</u>				
<u>200 Administration</u>							
4000 Staff Salaries & Wages (Net)	8,617	83,937	75,320		75,320	10.3%	
4005 Employer & Employee Pension	5,281	30,521	25,240		25,240	17.3%	
4010 Employer & Employee NI & Tax	0	46,733	46,733		46,733	0.0%	
4055 Mileage & Subsistence	0	200	200		200	0.0%	
4057 HR Expenditure	0	750	750		750	0.0%	
4060 Council Tax	2,435	2,650	215		215	91.9%	
4065 Office Rent	0	3,500	3,500		3,500	0.0%	
4066 Meeting venue hire	0	390	390		390	0.0%	
4070 IT Costs (Office 365)Web Site	1,351	5,500	4,149		4,149	24.6%	
4075 Telephone & Broadband	10	1,350	1,340		1,340	0.8%	
4080 Electric	0	1,500	1,500		1,500	0.0%	
4085 Water Rates (for Office)	0	200	200		200	0.0%	
4090 Stationery and postage	0	350	350		350	0.0%	
4095 Cleaning Materials	0	50	50		50	0.0%	
4100 Cleaning Contract	0	1,250	1,250		1,250	0.0%	
4110 Building Maintenance	(16)	1,000	1,016		1,016	(1.6%)	
4115 Professional and Legal Fees	0	3,000	3,000		3,000	0.0%	
4116 Land Registry Fees	0	150	150		150	0.0%	
4120 Internal Audit Fees	(440)	1,000	1,440		1,440	(44.0%)	
4125 External Audit Fees	(980)	740	1,720		1,720	(132.4%)	
4130 Subscriptions and Memberships	1,402	2,750	1,348		1,348	51.0%	
4135 Bank Charges	0	200	200		200	0.0%	
Administration :- Indirect Expenditure	<u>17,660</u>	<u>187,721</u>	<u>170,061</u>	<u>0</u>	<u>170,061</u>	<u>9.4%</u>	<u>0</u>
Net Expenditure	<u>(17,660)</u>	<u>(187,721)</u>	<u>(170,061)</u>				
<u>220 Insurances</u>							
4200 General Insurance	0	6,175	6,175		6,175	0.0%	
4205 Vehicle Insurance	0	3,330	3,330		3,330	0.0%	
4210 Office Insurance	0	250	250		250	0.0%	
Insurances :- Indirect Expenditure	<u>0</u>	<u>9,755</u>	<u>9,755</u>	<u>0</u>	<u>9,755</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>(9,755)</u>	<u>(9,755)</u>				

Detailed Income & Expenditure by Budget Heading 01/04/2026

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>240 Staff & Member Training</u>							
4300 Members Training	0	1,100	1,100		1,100	0.0%	
4305 Staff Training	0	1,800	1,800		1,800	0.0%	
Staff & Member Training :- Indirect Expenditure	0	2,900	2,900	0	2,900	0.0%	0
Net Expenditure	0	(2,900)	(2,900)				
<u>260 Member's Allowances</u>							
4350 Chair	0	1,500	1,500		1,500	0.0%	
4355 Special Responsibility	0	500	500		500	0.0%	
4360 Member Allowances	0	2,912	2,912		2,912	0.0%	
Member's Allowances :- Indirect Expenditure	0	4,912	4,912	0	4,912	0.0%	0
Net Expenditure	0	(4,912)	(4,912)				
<u>300 Plant & Equipment</u>							
4400 Plant Purchase / Lease	417	6,000	5,583		5,583	7.0%	
4415 Red Tractor Maintenance	0	1,000	1,000		1,000	0.0%	
4420 Portable & Hand Tools Purchase	0	250	250		250	0.0%	
4425 Portable & Hand Tool Maint	0	400	400		400	0.0%	
4430 PPE - New & Replacement	0	300	300		300	0.0%	
4435 Plant & Equipment Fuel	0	700	700		700	0.0%	
Plant & Equipment :- Indirect Expenditure	417	8,650	8,233	0	8,233	4.8%	0
Net Expenditure	(417)	(8,650)	(8,233)				
<u>400 Street Furnishings</u>							
4500 Hanging Baskets	0	10,100	10,100		10,100	0.0%	
4505 Christmas Lights and Trees	0	24,500	24,500		24,500	0.0%	
4510 Public Clocks - Maintenance	0	540	540		540	0.0%	
4515 Notice Boards - Maintenance	0	100	100		100	0.0%	
4520 Bus shelter - Maintenance	0	500	500		500	0.0%	
4525 Planters - Maintenance	0	100	100		100	0.0%	
4530 Benches & Tables Maintenance	0	100	100		100	0.0%	
Street Furnishings :- Indirect Expenditure	0	35,940	35,940	0	35,940	0.0%	0
Net Expenditure	0	(35,940)	(35,940)				
<u>500 Community Functions</u>							
4600 Christmas Dinners	0	9,000	9,000		9,000	0.0%	
4610 Firework Display	0	10,500	10,500		10,500	0.0%	

Detailed Income & Expenditure by Budget Heading 01/04/2026

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4615 Multi Cultural Carnival	0	9,500	9,500		9,500	0.0%	
Community Functions :- Indirect Expenditure	0	29,000	29,000	0	29,000	0.0%	0
Net Expenditure	0	(29,000)	(29,000)				
<u>550 Grants</u>							
4700 General Grants	0	12,000	12,000		12,000	0.0%	
4710 LCDP - SLA	0	25,000	25,000		25,000	0.0%	
4715 Wild Life Trust - Brynna Woods	0	10,000	10,000	5,000	5,000	50.0%	
Grants :- Indirect Expenditure	0	47,000	47,000	5,000	42,000	10.6%	0
Net Expenditure	0	(47,000)	(47,000)				
<u>600 Outdoor Spaces</u>							
4800 Rights of Way	(1,330)	1,330	2,660		2,660	(100.0%)	
4805 Skateboard Park - Maintenance	(110)	1,000	1,110		1,110	(11.0%)	
4810 Play & O/Spaces Maintenance	220	1,900	1,680		1,680	11.6%	
4815 General Repair	0	150	150		150	0.0%	
Outdoor Spaces :- Indirect Expenditure	(1,220)	4,380	5,600	0	5,600	(27.9%)	0
Net Expenditure	1,220	(4,380)	(5,600)				
<u>620 War Memorials</u>							
4850 Maintenance Contract	1,367	1,367	0		0	100.0%	
4855 Other Maintenance	0	500	500		500	0.0%	
War Memorials :- Indirect Expenditure	1,367	1,867	500	0	500	73.2%	0
Net Expenditure	(1,367)	(1,867)	(500)				
<u>630 Llanharan Pantry</u>							
1991 Llanharan Pantry	(78)	0	78			0.0%	
Llanharan Pantry :- Income	(78)	0	78				0
4730 Llanharan Pantry Expenses	81	0	(81)		(81)	0.0%	168
Llanharan Pantry :- Indirect Expenditure	81	0	(81)	0	(81)		168
Net Income over Expenditure	(159)	0	159				
6000 plus Transfer from EMR	168	0	(168)				
Movement to/(from) Gen Reserve	9	0	(9)				

Detailed Income & Expenditure by Budget Heading 01/04/2026

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>640 Bryncae Community Centre</u>							
1992 BCC Hire Fees	1,082	0	(1,082)			0.0%	
Bryncae Community Centre :- Income	<u>1,082</u>	<u>0</u>	<u>(1,082)</u>				<u>0</u>
4060 Council Tax	788	0	(788)		(788)	0.0%	
4075 Telephone & Broadband	41	0	(41)		(41)	0.0%	
4100 Cleaning Contract	248	0	(248)		(248)	0.0%	
4215 BCC Insurance	371	0	(371)		(371)	0.0%	
4735 DNU	0	380	380		380	0.0%	
4740 DNU	0	1,000	1,000		1,000	0.0%	
4745 DNU	0	8,600	8,600		8,600	0.0%	
4750 DNU	0	3,500	3,500		3,500	0.0%	
4755 Energy - Gas	(268)	4,500	4,768		4,768	(6.0%)	
4760 BCC Water Rates	0	1,000	1,000		1,000	0.0%	
4765 BCC Statutory Compliance Fees	994	1,250	256		256	79.5%	
4770 BCC Telephone/Broadband *DNU*	0	500	500		500	0.0%	
4775 Consumables	0	375	375		375	0.0%	
4780 BCC Administrative Costs	0	540	540		540	0.0%	
4785 DNU	0	2,580	2,580		2,580	0.0%	
4790 BCC Floodlights	0	460	460		460	0.0%	
Bryncae Community Centre :- Indirect Expenditure	<u>2,173</u>	<u>24,685</u>	<u>22,512</u>	<u>0</u>	<u>22,512</u>	<u>8.8%</u>	<u>0</u>
Net Income over Expenditure	<u>(1,091)</u>	<u>(24,685)</u>	<u>(23,594)</u>				
<u>650 Street Lighting Electric</u>							
4575 Street Lighting Electric	0	1,050	1,050		1,050	0.0%	
Street Lighting Electric :- Indirect Expenditure	<u>0</u>	<u>1,050</u>	<u>1,050</u>	<u>0</u>	<u>1,050</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>(1,050)</u>	<u>(1,050)</u>				
<u>700 Allotments</u>							
1200 Allotment Income	34	3,250	3,217			1.0%	
Allotments :- Income	<u>34</u>	<u>3,250</u>	<u>3,217</u>			<u>1.0%</u>	<u>0</u>
4900 Allotment Lease Costs	0	22	22		22	0.0%	
4901 Allotment Maintenance	0	600	600		600	0.0%	
4905 Allotment Water	0	400	400		400	0.0%	
Allotments :- Indirect Expenditure	<u>0</u>	<u>1,022</u>	<u>1,022</u>	<u>0</u>	<u>1,022</u>	<u>0.0%</u>	<u>0</u>
Net Income over Expenditure	<u>34</u>	<u>2,228</u>	<u>2,195</u>				

Detailed Income & Expenditure by Budget Heading 01/04/2026

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>750</u> <u>Community Infrastructure Levy</u>							
1300 Community Infrastructure Levy	321,468	0	(321,468)			0.0%	
Community Infrastructure Levy :- Income	<u>321,468</u>	<u>0</u>	<u>(321,468)</u>				<u>0</u>
Net Income	<u>321,468</u>	<u>0</u>	<u>(321,468)</u>				
<u>800</u> <u>Contingency</u>							
4990 Contingency	0	3,000	3,000		3,000	0.0%	
Contingency :- Indirect Expenditure	<u>0</u>	<u>3,000</u>	<u>3,000</u>	<u>0</u>	<u>3,000</u>		<u>0</u>
Net Expenditure	<u>0</u>	<u>(3,000)</u>	<u>(3,000)</u>				
Grand Totals:- Income	642,009	361,888	(280,121)			177.4%	
Expenditure	20,477	361,882	341,405	5,000	336,405	7.0%	
Net Income over Expenditure	<u>621,532</u>	<u>6</u>	<u>(621,526)</u>				
plus Transfer from EMR	168	0	(168)				
Movement to/(from) Gen Reserve	<u>621,700</u>	<u>6</u>	<u>(621,694)</u>				

Detailed Income & Expenditure by Budget Heading 01/04/2026

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>630 Llanharan Pantry</u>							
1991 Llanharan Pantry	(78)	0	78			0.0%	
Llanharan Pantry :- Income	<u>(78)</u>	<u>0</u>	<u>78</u>				<u>0</u>
4730 Llanharan Pantry Expenses	81	0	(81)		(81)	0.0%	168
Llanharan Pantry :- Indirect Expenditure	<u>81</u>	<u>0</u>	<u>(81)</u>	<u>0</u>	<u>(81)</u>		<u>168</u>
Net Income over Expenditure	<u>(159)</u>	<u>0</u>	<u>159</u>				
6000 plus Transfer from EMR	168	0	(168)				
Movement to/(from) Gen Reserve	<u>9</u>	<u>0</u>	<u>(9)</u>				
Grand Totals:- Income	(78)	0	78			0.0%	
Expenditure	81	0	(81)	0	(81)	0.0%	
Net Income over Expenditure	<u>(159)</u>	<u>0</u>	<u>159</u>				
plus Transfer from EMR	168	0	(168)				
Movement to/(from) Gen Reserve	<u>9</u>	<u>0</u>	<u>(9)</u>				

Detailed Income & Expenditure by Budget Heading 01/04/2026

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>640 Bryncae Community Centre</u>							
1992 BCC Hire Fees	1,082	0	(1,082)			0.0%	
Bryncae Community Centre :- Income	<u>1,082</u>	<u>0</u>	<u>(1,082)</u>				<u>0</u>
4060 Council Tax	788	0	(788)		(788)	0.0%	
4075 Telephone & Broadband	41	0	(41)		(41)	0.0%	
4100 Cleaning Contract	248	0	(248)		(248)	0.0%	
4215 BCC Insurance	371	0	(371)		(371)	0.0%	
4735 DNU	0	380	380		380	0.0%	
4740 DNU	0	1,000	1,000		1,000	0.0%	
4745 DNU	0	8,600	8,600		8,600	0.0%	
4750 DNU	0	3,500	3,500		3,500	0.0%	
4755 Energy - Gas	(268)	4,500	4,768		4,768	(6.0%)	
4760 BCC Water Rates	0	1,000	1,000		1,000	0.0%	
4765 BCC Statutory Compliance Fees	994	1,250	256		256	79.5%	
4770 BCC Telephone/Broadband *DNU*	0	500	500		500	0.0%	
4775 Consumables	0	375	375		375	0.0%	
4780 BCC Administrative Costs	0	540	540		540	0.0%	
4785 DNU	0	2,580	2,580		2,580	0.0%	
4790 BCC Floodlights	0	460	460		460	0.0%	
Bryncae Community Centre :- Indirect Expenditure	<u>2,173</u>	<u>24,685</u>	<u>22,512</u>	<u>0</u>	<u>22,512</u>	<u>8.8%</u>	<u>0</u>
Net Income over Expenditure	<u>(1,091)</u>	<u>(24,685)</u>	<u>(23,594)</u>				
Grand Totals:- Income	1,082	0	(1,082)			0.0%	
Expenditure	2,173	24,685	22,512	0	22,512	8.8%	
Net Income over Expenditure	<u>(1,091)</u>	<u>(24,685)</u>	<u>(23,594)</u>				
Movement to/(from) Gen Reserve	<u>(1,091)</u>	<u>(24,685)</u>	<u>(23,594)</u>				

Appendix 12

Resolutions and Recommendations of the Welfare Ground Showerblock Committee held Monday 27th April 2026

WGSB2026/012 To consider tenders submitted for the refurbishment of the Showerblock and associated.

a) *RECOMMENDED*

To select as a final specification for the program of works excluding the following items from the full specification:

4.3 Clean roof/Replace roof sheets; 4.14 Heating system; 4.19 Alarm switches; 4.22 Benches.

b) *RECOMMENDED*

To award the tender based on the specification outlined in WGSB2026/12a), to

NB Construction at a price of £61,095

To authorise the Clerk to issue the tender taking whatever action is necessary to facilitate this and the commencement of works in consultation with LRGT.

c) *RECOMMENDED*

To allocate such CIL funds as is necessary in order to meet the tender price, plus a 10% contingency. For these funds to be taken from the CIL contingency fund maintained against council managed projects. To authorise the Clerk to spend up to this amount with delegation of spending of any of the allocated contingency to the WGSB Committee

Appendix 13

Resolutions and Recommendations of the Bryncae Community Centre (BCC) Committee Meeting held Thursday 30th April 2026

BCC2026/027 Suggested revisions to the hire agreement

RESOLVED

To adopt the revisions to the hire agreement provided in Appendices 5a and 5b, subject to the following amendments:

- a) Not to make any change to the hourly rate
- b) Not to make any change to the cancellation and refund policy until the officers have provided further data
- c) To replace the alcohol declaration with a clear prohibition on the sale of alcohol.

Appendix 14

Resolutions and Recommendations of the Trenos and Ewenni Crossings Project Committee (TEC) held Tuesday 5th May 2026

TEC2026/038 To consider the Stakeholder engagement strategy for the project.

RESOLVED

To adopt the Stakeholder Engagement Strategy as provided in Appendix 12 to the meeting, subject to future alteration as time and circumstances demand.

Appendix 15

Resolutions and Recommendations of the Community Engagement Committee (CEC) held Thursday 7th May 2026

CEC2026/006 To consider fitting signage to the Council offices and delegating a budget to the Officers to facilitate the work.

RECOMMENDED

To fit appropriate signage to the Council offices on Chapel Road, delegating a budget of £1,000 to the officers to facilitate the work pending any required permissions/licences.

CEC2026/007 Written motion from Cllr Andrew Morgan regarding the purchase and placement of flags and flagpoles

a) RECOMMENDED

To accept the proposal in principle to purchase and fit flags to be sighted in the council's business and community building Christmas tree holders. The flags to comprise Welsh Flags, Dewi Sant Flags and Union Flags to be variously fitted throughout the year to a set schedule. The officers to carry out further research and present a paper to council with further details including estimated initial and ongoing costs at a future meeting.

b) RECOMMENDED

To accept the proposal in principle to erect up to 3 flag poles near the coal dram near the roundabout at the bottom of Enterprise Way, ideally displaying the Welsh Flag, Union Jack and Community Council Flag. If only one pole can be erected, a permanent Welsh flag to be flown. The officers to carry out further research and present a paper to council with further details including estimated initial and ongoing costs at a future meeting.

Appendix 16

Resolutions and Recommendations of the Human Resources Committee held by remote attendance at 7.00pm on Friday 8th May 2026

HR2026/012 Recommendations of the interview panel for the RFO/Deputy Clerk role.

RESOLVED

To appoint Catherine Kennedy as RFO/Deputy Clerk for 30 hours per week. Employment terms as per the job advert and model NALC Contract already approved by the committee. Including employment at SCP 26 on the National Joint Council for Local Government Services (NJC) pay scale, the candidate holding the CILCA (Certificate in Local Council Administration) qualification, the contract applying an extra scale point above the SPC 25 advertised for the holding of that qualification. Delegated authority to do so having been previously conferred by full council. Start date to be around 1st June, that being indicated as acceptable by the candidate but subject to further negotiation with the Clerk

Appendix 17

Having noted some inaccuracies in the 2025/26 policy 'statement of fact' and having identified some required changes, the Clerk met with Dan Warman of Gallagher's brokers in order to make some adjustments to the policy detail.

Details of these changes can be found by looking at the pre-renewal questionnaire below that show the current insured amounts for various categories of cover and then the minutes of the meeting that details the requested changes. A summary of the changes is given below .

Consideration.

Appendix 17a, if received in time for the meeting details the quotation for the 2026/27 cover upon which Council can make a decision. The Clerk requests delegated authority to apply cover for a cost of up to £6,500 if this paper is not received in time for the meeting, in line with the Council's standing orders and financial regulations.

Note: It is necessary to suspend financial regulations 11.3e)11 on the grounds that Gallagher's are a broker who carry out an exercise to obtain a competitive price, therefore satisfying the duty to obtain best value.

Insurance Schedule (Original vs Amended)

Core Cover

Cover	Original (£)	Amended (£)	Status
Crisis Management	25,000	25,000	Unchanged
Employee Dishonesty (Fidelity)	150,000	150,000	Unchanged
Employers' Liability	10,000,000	10,000,000	Unchanged
Key Person (per week)	250	400	Amended
Legal Expenses	100,000	100,000	Unchanged
Libel & Slander	500,000	500,000	Unchanged
Money in Transit	1,000	1,000	Unchanged
Officials & Trustees Liability	500,000	500,000	Unchanged
Personal Accident	100,000 / 500 per week	Same	Unchanged
Defibrillator & Cabinet	5,000	5,000	Unchanged
Public & Products Liability	10,000,000	10,000,000	Unchanged

Optional Cover

Cover	Original	Amended	Status
Equipment Breakdown	Yes	Yes	Unchanged
Terrorism	Not Included	Not Included	Unchanged

Business Interruption

Cover	Original (£)	Amended (£)	Status
Increased Cost of Working	10,000	10,000	Unchanged
Loss of Rent Receivable	10,000	0	Amended
Loss of Revenue	10,000	10,000	Unchanged
Rent Payable	0	0	Unchanged
Indemnity Period	12 months	12 months	Unchanged

Property

Cover	Original (£)	Amended (£)	Status
Changing Rooms	219,787	219,787	Unchanged

Contents

Cover	Original (£)	Amended (£)	Status
Office Contents	3,838	3,838	Unchanged
General Contents	57,813	42,813	Amended
Outside Equipment	0	1,000	Amended
Street Furniture	184,088	184,088	Unchanged
Gates & Fences	0	0	Unchanged
War Memorial	153,681	153,681	Unchanged
Playground Equipment	135,292	135,292	Unchanged
Mowers & Machinery	14,202	7,500	Amended
Sports Equipment	0	0	Unchanged

Other Surfaces	0	0	Unchanged
Natural Surfaces	0	0	Unchanged
Specified All Risks	0	0	Unchanged
Civic Regalia	0	15,000	Amended
TOTAL	548914	543,212	Amended

Pre Renewal Questionnaire

Llanharan Community Council

Renewal Date: 1st June 2026

Blenheim House
1-2 Bridge Street
Guildford
GU1 4RY

Tel: 01483 462860

Email: communityrenewals@ajg.com

Web: 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)

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 Recreation Ground Trust, Llanharan, Mid Glamorgan, CF72 9RA	219,787

Contents Cover

Material Damage Contents Cover	Existing Sums Insured (£)
Office Contents	3,838
General Contents	57,813
Outside Equipment	0
Street Furniture	184,088
Gates & Fences	0
War Memorial	153,681
Playground Equipment	135,292
Mowers and Machinery	14,202
Sports Equipment	0
Other Surfaces	0
Natural Surfaces	0
Specified All Risks	0
Civic Regalia	0
Total Contents	548,914

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"/> | <input type="checkbox"/> |
| • Derelict, empty, or disused buildings | <input type="checkbox"/> | <input type="checkbox"/> |
| • Firework or bonfire events | <input type="checkbox"/> | <input type="checkbox"/> |
| • Playgrounds | <input type="checkbox"/> | <input type="checkbox"/> |
| • River, lake, pond, or any other body of water | <input type="checkbox"/> | <input type="checkbox"/> |
| • Skate parks | <input type="checkbox"/> | <input type="checkbox"/> |
| • Zip wires | <input type="checkbox"/> | <input type="checkbox"/> |
| • Events with more than 1,000 in attendance at any one time | <input type="checkbox"/> | <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"/> | <input type="checkbox"/> |

Additional Information

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

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"/>	
• Additional 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

Minutes of Meeting

Client Name:	Llanharan Communtiy Council
Location:	Virtual
Subject:	Renewal Review 2026
Date of Meeting:	15th May 2026
Present (name & title):	Dan Warman (Gallagher) Leigh Smith (Clerk)

	Action to be completed by
Introduction	
The purpose of this meeting was to review the up-and-coming renewal coverage	
Fidelity Cover was reviewed. LS confirmed £150k is fine	N/A
Key Person cover was discussed. LS asked to increase to £400	DW
Loss Of Rent Receivable was reviewed. LS confirmed no is received so please remove cover	DW
Civic Regalia was discussed. LS asked if we could provide £15,000 cover	DW
General contents were reviewed. LS asked to amend the sum to £42,813	DW
Outside Equipment was discussed. LS asked to amend this to £1,000	DW

Mowers & Machinery was discussed. LS asked to reduce to £7,500	DW
LS confirmed council be holding a Firework Display in November. Around 3,000 spectators. Third party will be operating the fireworks and will have their own insurance. Distance is between 60 meters and 125 meters. Full risk assessment in place	DW
LS confirmed the council has a skate park	DW
DW discussed Cyber. LS confirmed no need for a quote	DW
LS reviewed the statement of fact regarding weapons. LS confirmed there are events where third-party companies will come in and use pretend weapons for kids' entertainment	DW
LS confirmed there will be a "safety tent" at the firework event for lost children. LS confirmed staff will be DBS checked	DW
LS requested quote for Wednesday 20 th but if we miss that deadline the next meeting is June 18 th	DW
Our Service	
Our experienced, expert team provide pro-active advice and customer service to our clients. We offer bespoke solutions for the sector, with service and advice at the core of everything we do ensuring that, whatever the circumstance, we can meet your organisations Insurance requirements.	
AOB/Next Steps Discussion	

We trust that the above accurately records the content of our meeting with you. If you feel that any of the comments above are incorrect, please contact me within 7 days of receipt, otherwise they will be regarded as a true record of the meeting.

Please remember that it is your responsibility to disclose anything which may be considered to be a Material Fact. A Material Fact is something that would influence an insurer as to whether or not they accept or decline cover. This is important as the information you provide now and in the future will form the basis of your insurance contract. Any inaccuracies or omissions may invalidate cover or cause an insurer to avoid a claim.

Signed:	Dan Warman
Date of Issue:	15/05/2026

Private & Confidential

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

21st May 2026

Dear Leigh,

Insurance Policy: AJG Community Schemes
Client Name: Llanharan Community Council
Client Reference Number: 3075197
Policy Number: 895328876
Effective Date: 01/06/2026

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

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

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

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
AJG Community Schemes	Hiscox Insurance Company Limited	£4,813.36	£577.60	£75.00	£5,465.96
Total		£4,813.36	£577.60	£75.00	£5,465.96

Long Term Agreement Option

In order to ensure rate stability, Llanharan Community Council may choose to set up a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £5,465.96. This means Llanharan Community Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date.

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

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

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

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

AJG Community Schemes

Your Requirements and Our Recommendations

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

Our Recommendation(s)

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

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

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

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

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

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



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Market Selection

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

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

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

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

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

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

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

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

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

Key changes to your policy from renewal

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

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

Policy Documents

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

Payment Options

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

You can pay by the following options:-

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

Next Steps

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

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Llanharan Community Council
3. Confirm that the policy for Llanharan Community Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st June 2026



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4. **It is essential that you confirm the insurer name, and whether you want to enter into a Long Term Agreement (whether the policy is for a 1 or 3 year term).**
5. Pay for your policy by the renewal date 1st June 2026

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

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

Yours sincerely,

The Community Team

Tel: 01483 462860

Email: community@ajg.com

TALK TO US ABOUT:

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



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

Our Service & Remuneration

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

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

Important Information

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

1. Sums Insured and Under-Insurance (Average)

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

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

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

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

2. Duty of Fair Presentation

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

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

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

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

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

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



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

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

3. Policy Terms, Conditions and Exclusions

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

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

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

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

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

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

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

4. Administration Fees

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

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

5. Basis of our services

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

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

6. Short Form Privacy Notice

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

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

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

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



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

7. Fraud Awareness

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

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

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

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

8. Employers Liability Insurance – What you need to know

Employers' Liability Insurance

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

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

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

9. Making a Claim



Step 1 Reporting a claim

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

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

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

Step 2 Claims Handling & Investigation

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



your claim.

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

Step 3 Conclusion/Resolution of Claim

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

Exceptions - Assistance and Complaints

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

Examples of where we may be able to assist include:

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



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

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

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

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

The more important changes are highlighted as follows:

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

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

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

Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

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Insurance | Risk Management | Consulting

Scope and application

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

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

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

We specifically draw your attention to the following sections:

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

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

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

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

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

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

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

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

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

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

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

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

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

Who are we?

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

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

What do we do?

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

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

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

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

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

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

Which insurers do we use?

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

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

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

How are we paid for our services?

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

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

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

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

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

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility

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

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

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

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

Confidentiality and Data Protection

Confidentiality

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

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

Data Protection

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

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

or individual contract in recognition of overall profitability.

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

Use and Disclosure of Confidential Information and Personal Data

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

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

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

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

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

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

How do we handle your money?

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

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

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

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

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

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

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

Client Money (money we hold as your agent):

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

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

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

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

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

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

Holding both insurer and Client Money

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

Payment to third parties:

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

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

Financial Services Compensation Scheme

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

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

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

Your obligations

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

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

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

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

Anti-bribery, corruption and financial crime

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

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

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

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

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

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

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

Your premium payment obligations

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

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

Use of Premium Finance Companies:

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

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

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

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

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

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

Your policy documents

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

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

Making a claim

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

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

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

We reserve the right to charge an additional or separate fee

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

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

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

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

Complaints

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

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

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

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

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

The Financial Ombudsman Service Exchange Tower
London E14 9SR

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

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

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

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

Other territories

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

Right of set-off

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

Conflicts of interest

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

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

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

Intellectual property rights

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

Termination

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

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

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

Cancellation of your policy

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

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

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

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

Third party rights

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

Circumstances outside of the parties' control

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

Unexpected acts or events

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

Transfer of this agreement

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

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

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

Governing law and jurisdiction

The law of England and Wales will apply to this agreement

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

fees in the event of policy termination.

Currency conversion

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

Severability

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

Notices

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

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

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

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

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

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

Type of organisation	Declared population
Community council	10,000

Your council/organisation: Llanharan Community Council

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

Your property

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

Your activities

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

Your management

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



Community council insurance portfolio Statement of fact

Additional information

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

Your organisation	
Your property	
Your activities	
Your management	



Local councils and not-for-profit insurance portfolio

Policy wording

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

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

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

Our promise to you

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

Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

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

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

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681 198 or by email at customer.relations@hiscox.com.

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

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

General terms and conditions

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

General conditions

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

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

General terms and conditions

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

General claims

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

conditions

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

Your obligations

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

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

Fraud

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

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

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

**Special definitions
for all property
sections**

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

Property definitions

	<p>devices, appliances or wires; or</p> <ol style="list-style-type: none"> 3. explosion or collapse of equipment owned or leased by you or under your control and operating under steam or other fluid pressure; or 4. any condition or event, not otherwise excluded by this section, occurring inside equipment operating under steam or other fluid pressure; or 5. any condition or event, not otherwise excluded by this section, occurring inside hot water boilers or other water heating equipment; or 6. operator error.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Insured location	The premises you occupy shown in the schedule located in a building of standard construction unless otherwise notified to us and to which we have confirmed our agreement. This includes any outbuildings you occupy on the same premises.
Property	Tangible property.
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Reconstitution of data	Reconstitution of the electronic records and data you need to continue your activities , if such records and data have been lost or distorted.
Seasonal building usage	Not in active use due to seasonal closure directly linked to the building's normal sporting or recreational activity.
Software	Programs which run your computers , including both your own operating programmes and application programmes used in the course of your activities .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Unoccupied	Not actively used for the purposes of your activities , empty or vacant for a period of more than 45 consecutive-days. This definition does not apply to buildings closed due to seasonal building usage .

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

Special definitions for this section

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

What is covered

Additional cover	We will insure you against damage occurring during the period of insurance to insured buildings , or any other items specified under this section in the schedule.
Trace and access	The following are also provided up to the amount shown in the schedule: <ol style="list-style-type: none"> 1. We will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage, leakage or escape first occurs during the period of insurance. We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.
Emergency services	<ol style="list-style-type: none"> 2. We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to insured buildings not otherwise excluded.
Loss prevention costs	<ol style="list-style-type: none"> 3. We will pay for necessary and reasonable costs that you incur in to protect the buildings from imminent insured damage occurring during the period of insurance.

Property – Buildings

Policy wording

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

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

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

Property – Buildings

Policy wording

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

If there is any dispute between **you** and **us** over the application of 9a or 9b above, it will be for **you** to show that the clause does not apply.

How much we will pay

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

Property – Buildings

Policy wording

Rebuilding and repair	<p>We will pay the cost of rebuilding or repairing the buildings to a condition equal to but not better or more extensive than its condition when new, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>We will pay the cost of rebuilding or repairing the contract works to a condition equal to but not better or more extensive than their condition at the time the damage occurred, provided you carry out the rebuilding or repair and do so without unreasonable delay.</p> <p>For site materials, at our option we will repair, restore, replace or pay for any lost or damaged items. We will pay the lesser of:</p> <ol style="list-style-type: none"> a. your liability in respect of the site materials; b. the cost of repair, restoration or replacement at the trade market value of such items. <p>The most we will pay for damage to contract works and site materials is the amount insured shown in the schedule. The most we will pay for damage to site materials at a temporary storage location is 10% of the amount insured shown in the schedule for contract works and site materials.</p>
Other costs	<p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none"> a. the cost of removing debris of the buildings, contract works or site materials from the premises or the area immediately adjacent; b. the cost of dismantling, demolishing, shoring up or propping up any part of the buildings or contract works; c. the cost of complying with any statutory or local authority requirement regarding the damaged or undamaged part of the buildings or contract works, unless notice of such requirement was served before the damage and provided the buildings or contract works were originally built according to any government and local authority regulations in force at that time; d. the fees of architects, surveyors or consulting engineers; e. clearing, cleaning and repairing drains, gutters, sewers and the like on your property which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	<p>You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.</p>
Under insurance	<p>If, at the time of damage, we establish that the amount insured does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, we will reduce the amount we pay for any claim or loss in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the actual cost of reinstatement.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we establish that the values declared to us are less than 85% of the actual reinstatement cost; and 2. we establish that your failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of your obligation to: <ol style="list-style-type: none"> a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the reinstatement cost of the buildings, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the reinstatement cost of the buildings which may materially affect the policy. <p>This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If your failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.</p>

Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as is reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and
3. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas thereof, will be **unoccupied** for any reason, including pending any work to extend, renovate, build or demolish any part of the **buildings**. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, we will not make any payment under this section for **damage** occurring while the **buildings** are **unoccupied**, other than where caused by fire, lightning, earthquake or aerial impact.

Buildings not in use

For **damage** to **buildings** closed due to **seasonal building usage** **you** must ensure that:

- a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or
- b. the water services are shut off at the stopcock where they enter the **building**, other than those necessary to maintain fire prevention systems;
- c. the **building** is inspected by **you** or on **your** behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and
- d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by **us** at any time.

All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the **building** secure following any act of vandalism or unauthorised access.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Special conditions

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

Building contracts

For the duration of the **building contract**, the insurance cover provided under this **policy** for the **buildings**, the **contract works** and the **site materials** is considered to be held jointly by **you** and the **contractor**, but only in so far as this is required under the terms of the **building contract**.

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

Special definitions for this section

Contents	<p>The contents of your insured location used in connection with your activities which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> a. computers; b. stock; c. fine art; d. tenant's improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials, satellite dishes; e. pipes, ducting, cables, wires and associated control equipment within the insured location and extending to the public mains; f. sports equipment, gardening equipment, plant and machinery; g. technical equipment including PA, projection, sound, lighting, editing and other equipment kept within the insured location. <p>Money and personal effects are not included within this definition.</p>
Fine art	Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.
Hacker	Anyone who maliciously targets you and gains unauthorised access to your website, intranet, computer system, network, telephony equipment or data that you hold electronically.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Personal effects	Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.
Rent payable	Rent for the insured location that you must legally pay whilst the insured location or any part of it is unusable as a result of damage insured by this section.
Stock	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.

What is covered

	We will insure you against damage occurring during the period of insurance to contents at the insured location and any other items specified in the schedule.
Additional cover	The following are also provided up to the amount shown in the schedule:
Costs following glass breakage	<ol style="list-style-type: none"> 1. The necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Additions to contents	<ol style="list-style-type: none"> 2. Damage occurring during the period of insurance to any additional contents, provided you tell us the additional values as soon as possible and pay the appropriate premium.

Money	<p>3. Damage occurring during the period of insurance to money held in connection with your activities:</p> <ul style="list-style-type: none"> a. at the insured location while open for business; b. at the insured location in a locked safe; c. in transit within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland or whilst at the home of any councillor, trustee, employee or volunteer of yours in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
Identity fraud	<p>4. The following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance:</p> <ul style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.
Personal effects	<p>5. Damage occurring in the insured location during the period of insurance to the personal effects of your councillors, trustees, employees, volunteers or visitors to the insured location provided they are not insured elsewhere.</p>
Reconstitution of electronic data	<p>6. The reasonable cost of reconstitution of data a direct result of damage covered under this section.</p>
Reconstitution of other business documents	<p>7. The reasonable costs of replacing or reconstituting your business documents that are not held electronically and which you need to continue your activities, if such documents have been lost or destroyed as a direct result of damage covered under this section.</p>
Lock replacement	<p>8. The costs you incur to replace locks and keys necessary to maintain the security of the insured location or safes following theft of keys involving force and violence occurring during the period of insurance.</p>
Building damage by theft	<p>9. The cost of repairing damage occurring during the period of insurance to the buildings at the insured location caused by theft or attempted theft and for which you are legally liable.</p>
Personal assault following robbery or attempted robbery	<p>10. Compensation as shown in the schedule if any councillor, trustee, employee or volunteer of yours is physically injured in the course of your activities in a robbery or attempted robbery occurring during the period of insurance within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance.</p>
Metered water and fuel	<p>11. The cost that you incur for any metered water and fuel used at the insured location when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.</p>
Outdoor items	<p>12. Damage occurring during the period of insurance to outdoor furniture, heaters, ornaments and statues that are normally left outdoors within the confines of the insured location.</p>
Marquees	<p>13. Damage occurring during the period of insurance to any marquee and associated lighting, heating and furnishings that are erected within the confines of the insured location shown in the schedule provided that you are legally responsible for such damage and it is not insured elsewhere.</p>

- | | |
|---|---|
| Refrigerated stock | 14. The costs you incur to replace spoiled refrigerated goods stored in a refrigeration unit at the insured location caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply occurring during the period of insurance . This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer. |
| Undamaged tenant's improvements | 15. Tenant's improvements if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the insured location , provided the cancellation is a valid condition of your lease and tenant's improvements are an insured item under this policy . |
| Defective title – fine art | 16. If, during the period of insurance , someone claims that an item of fine art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the schedule or valuation if this is less. We will only do this if: <ul style="list-style-type: none"> a. you bought the item during the period that the fine art has been insured with us; and b. you tell us about the claim during the period of insurance; and c. you made reasonable enquiries about the item's provenance before you bought it. |
| Continuing hire charges | 17. Continuing hire charges for contents hired in by you whilst such contents are being repaired as a direct result of damage occurring during the period of insurance , provided: <ul style="list-style-type: none"> a. you are legally liable for such costs; and b. we have made payment or admitted liability for such damage. |
| Contents temporarily elsewhere | 18. Damage occurring during the period of insurance to contents temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit. |
| Exhibition stands and equipment temporarily elsewhere | 19. Damage occurring during the period of insurance to exhibition stands and exhibition equipment which belongs to you or for which you are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit. |
| Defibrillators | 20. Damage occurring during the period of insurance to defibrillators and defibrillator cabinets, which belong to you or for which you are legally responsible within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland, including whilst in transit. |
| Bequeathed property | 21. Damage occurring during the period of insurance to contents anywhere in the geographical limits bequeathed to you provided you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the bequeathed contents . If you do not, we will not have to pay any claim. You must pay the appropriate premium. We will not make any payment for money , aircraft or other aerial devices, hovercraft, watercraft or any mechanically propelled vehicles and their trailers or where the item of bequeathed contents is insured under any other policy. The limit shown in the schedule represents the replacement cost value. |
| Fund raising events | 22. Damage occurring during the period of insurance to raffle prizes or auction lots, additional stock or contents hired in for any fund raising event, religious festival or similar event. |
| Contents kept at home | 23. Damage occurring during the period of insurance to contents used and kept at the home of any councillor , trustee, employee or volunteer of yours for the purposes of the business , provided the home is in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. |

Fraud and dishonesty

24. **Your** direct financial loss as a direct result of fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** occurring during **the period of insurance**, provided that:
- there was a clear intention to cause **you** financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission; and
 - the loss is notified to **us** within ten working days of its discovery by **you**; and
 - dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
 - satisfactory references not indicating any dishonesty have been received for all new employees.

For a reference to be satisfactory it must be a written or fully documented verbal reference for a period of two years prior to the commencement of employment of the employee obtained from:

- a previous employer; or
- an accountant and one other customer in respect of any periods of self-employment; or
- the school or college in respect of any of full-time education.

The most **we** will pay for all losses occurring during the **period of insurance** arising from the fraud or dishonesty of any **councillor**, trustee, treasurer, secretary, financial officer or employee of **yours** is the amount shown in the schedule.

What is not covered

We will not make any payment for:

- damage** caused by:
 - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - coastal or river erosion;
 - a rise in the water table;
 - theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **insured location** is occupied and in use;
 - date recognition**; or
 - a **virus** or **hacker**.
- damage** to property being cleaned, worked on or maintained, other than **fine art**.
- damage** to any **computers, equipment** or oil or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
- loss or distortion of information resulting from error or malfunction of **computers**.
- the value to **you** of any lost or distorted information.
- misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
- unexplained loss or disappearance or inventory shortage.
- loss due to clerical or accounting errors.
- financial loss due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.
- any indirect losses which result from the incident which caused **you** to claim.

Property – Contents

Policy wording

11. a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
12. the amount of the **excess**.
13. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in anyway responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 13a or 13b above, it will be for **you** to show that the clause does not apply.

How much we will pay

Repair and replacement

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

At **our** option **we** will repair, restore, replace or pay for any lost or damaged items on the following basis:

1. for **contents** other than **stock**, **personal effects** or **fine art**, the cost of repair or replacement as new.
2. for **stock**, other than second-hand **stock** or goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand **stock**, the cost of repair or replacement at the trade market value.
4. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust; or
 - ii. the cost of repair or replacement at the trade market value of such goods.
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is £25,000.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **contents** from the premises or the area immediately adjacent, following **damage** insured by this section.

Property – Contents

Policy wording

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking

The **amount insured** for **contents**, other than **fine art**, will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Pair and sets	If any contents which have an increased value because they form part of a pair or set suffer damage , any payment we make will take account of the increased value.
Other interests	Any payment will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and 3. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Backing-up electronic data	You must take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the insured location . If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.
Protections	<p>You must ensure that all fire alarms, fire break doors, shutters and safety curtains, security systems and physical protections notified to us are in full operation whenever the insured location is left unattended, unless you have already advised us that a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually.</p> <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p>You must tell us immediately if the buildings, including any self-contained areas thereof, will be unoccupied for any reason, including pending any work to extend, renovate, build or demolish any part of the buildings. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment under this section for damage occurring while the buildings are unoccupied.</p>
Buildings not in use	<p>For buildings closed due to seasonal building usage you must ensure that:</p> <ol style="list-style-type: none"> a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or b. the water services are shut off at the stopcock where they enter the building, other than those necessary to maintain fire prevention systems; c. the building is inspected by you or on your behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by us at any time. All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the building secure following any act of vandalism or unauthorised access. <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in</p>



Property – Contents

Policy wording

which it occurred.



Property – Contents

Policy wording

Cash, bank and currency notes in transit

You must ensure that cash, bank and currency notes in transit with a total value:

- a. between £2,000 and £6,000 is carried by at least two able bodied adults;
- b. between £6,001 and £10,000 is carried by at least three able bodied adults;
- c. in excess of £10,001 is carried by a Security Industry Authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Property – Business interruption

Policy wording

Please read the schedule to see if **your** loss of **income** or loss of **gross profit** or **additional increased costs of working** are covered.

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

Special definitions for this section

Accidental bodily injury	An identifiable bodily injury, including illness solely and directly resulting from the injury, to a key person which is caused by an accident occurring at an identifiable time and place during the period of insurance and which results in the key person's death or disablement .
Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Alternative hire costs	The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Disablement	A condition which, in the opinion of a qualified medical adviser approved by us , entirely prevents the key person from attending to their duties on your behalf.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Illness	An illness or disease contracted by a key person which first becomes apparent during the period of insurance and which results in the key person's disablement .
Income	The total income from your activities carried out from your insured location .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income from your activities during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage , other than failure , to property provided that: a. the damage is not otherwise excluded by the buildings, contents or other property section of this policy ; and b. payment has been made or liability admitted by the insurer under any insurance covering such damage .
Insured failure	Failure of equipment , computers , oil or water storage tanks and other insured items provided that: a. the failure is not otherwise excluded by the Equipment breakdown section of this policy ; and b. payment has been made or liability admitted by us under the Equipment breakdown section of this policy .
Key person	Any of your treasurers, financial officers, secretaries, clerks, deputy clerks, groundsmen or deputy groundsmen aged between 21 and 90 inclusive at the start of the period of insurance . We consider them to be key persons only while they are working on behalf of your activities or commuting for the purposes of your activities .

Notifiable human disease	Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority. <ul style="list-style-type: none"> a. acute encephalitis; b. anthrax; c. cholera; d. dysentery; e. legionellosis; f. legionnaires disease; g. leptospirosis; h. paratyphoid fever; i. rabies; or j. tetanus.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before any insured damage, insured failure or restriction.
Rent	Rent: <ul style="list-style-type: none"> a. for the insured location that you must legally pay whilst the insured location or any part of it is unusable as a result of insured damage, insured failure or restriction; b. that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.

What is covered

We will insure **you** for **your** financial losses and other items specified in the schedule, resulting solely and directly from an interruption to **your activities** caused by:

Financial losses from insured damage	1. insured damage to property: <ul style="list-style-type: none"> a. insured under any property section of this policy, other than equipment breakdown; or b. insured elsewhere, but not under this policy, provided the damage occurred whilst the property was contained at the insured location.
Denial of access	2. insured damage to property within 1km of the insured location which prevents or hinders your access to the insured location .
Non-damage denial of access	3. an incident within a 1km radius of the insured location which results in a denial of access or hindrance in access to the insured location during the period of insurance , imposed by any civil or statutory authority or by order of the government or any public authority, for more than 24 hours.
Bomb threat	4. your total inability to use the insured location due to restrictions imposed by the police or British Armed Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the insured location during the period of insurance , provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage or failure is caused by the device.
Suppliers	5. insured damage , other than damage caused by flood or earth movement , arising at the premises of one of your suppliers operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, other than water, gas, electricity or telecommunications services.
Public utilities	6. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, to the

Property – Business interruption

Policy wording

insured location for more than 24 consecutive hours caused by **insured damage**, other than **flood** or **earth movement**, to any land based premises of the supply authority or the terminal feed to the **insured location**, or underground pipes or underground cables conveying such services from the supply authority to **your** premises.

Public authority	7. your inability to use the insured location due to restrictions imposed by a public authority during the period of insurance following: <ol style="list-style-type: none"> a. a murder or suicide; b. an occurrence of a notifiable human disease; c. injury or illness of any person traceable to food or drink consumed on the premises; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the premises.
Failure of safety equipment	8. accidental failure of a safety curtain, emergency lighting system or fire alarm system to operate at the insured location during the period of insurance for more than 24 consecutive hours;
Loss of attraction	9. insured damage to property within 1km of the insured location resulting in a shortfall in your expected income or gross profit for more than seven consecutive days.
Equipment breakdown	10. insured failure .
Additional cover	
Key person cover	1. If a key person suffers accidental bodily injury or contracts an illness which lasts for more than 14 days, we will pay you for the expense you incur in replacing that key person during the period of insurance and any subsequent period of insurance , less any savings you are able to make in order to avoid or reduce a loss.
Unauthorised use of public utilities	2. We will insure you for your financial losses arising directly from the unauthorised use of water, gas, electricity or telecommunications services for more than 12 hours by third-parties during the period of insurance and notified to us within three months of the unauthorised use.

What is not covered

1. **We** will not make any payment for any interruption to **your activities** directly or indirectly caused by, resulting from or in connection with **terrorism**. This does not apply to the cover under **What is covered**, Bomb threat.
2. **We** will not make any payment under this section if **your activities** are discontinued permanently or if a liquidator or receiver is appointed.
3. **We** will not make any payment under **What is covered**, **Additional cover**, Key person cover where the **accidental bodily injury** to or **illness** of a **key person** is directly or indirectly caused by or results from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**);
 - c. the **key person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by **you** or the **key person**;
 - e. pregnancy or any condition connected with pregnancy or childbirth;
 - f. any physical defect, infirmity or medical condition known to the **key person** at the inception date of this **policy**, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding that **key person** suffering the **accidental bodily injury** or contracting the **illness**.
4. **We** will not make any payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**. However, this exclusion does not apply to



Property – Business interruption

Policy wording

What is covered, Public authority 7b in respect of any **notifiable human disease**.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each insured item.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

The difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** and **alternative hire costs**.

Property – Business interruption

Policy wording

Loss of gross profit	The sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working and alternative hire charges , less any business expenses or charges which cease or are reduced.
Key person cover	We will pay the expense you incur up to the amount shown in the schedule. If a key person is suffering from temporary disablement , we will pay only for the period of that key person's disablement and we will consider the key person to have made a recovery when he or she is able to engage in and perform the major duties of his or her role in your activities .
Outstanding debts	Any of your outstanding debts which you are unable to recover following loss of your accounting records as a direct result of insured damage or insured failure .
Accountant's charges	The amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Under insurance	If, at the time of insured damage , insured failure or restriction, we establish that the annualised amount insured declared to us does not represent your actual income or your actual gross profit during the 12 months immediately preceding the date of the insured damage , insured failure or restriction, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared your actual income or your actual gross profit . We will only apply this calculation if: <ol style="list-style-type: none"> 1. we establish that the annualised amount insured is less than 85% of your actual income or your actual gross profit during the 12 months immediately preceding the start of the period of insurance; and 2. we establish that your failure to declare your actual income or your actual gross profit was not deliberate or reckless and was a breach of your obligation to make a fair presentation of the risk to us before the start of the period of insurance. <p>This remedy may apply in addition to General Condition 2. b.ii. If your failure to declare your actual income or your actual gross profit was deliberate or reckless, the remedy under General Condition 2.a. will apply.</p>
Business trends	The amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your activities , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the insured damage , insured failure or restriction had not occurred.
Special limits	
Failure of safety equipment	We will only pay for your loss of income or loss of gross profit for up to 72 consecutive hours from the time of the failure.
Loss of attraction	We will only pay for your financial losses or other items specified in the schedule for up to three consecutive months from the time of the insured damage .

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your activities .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	You must keep a record of all amounts owed to you and keep a copy of the record away from the insured location . If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

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

Special definitions for this section

Derangement	Electrical or mechanical malfunction of computers arising from a cause internal to the computer unaccompanied by visible damage to or breaking out of any parts of the computer .
Hazardous substance	Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency.

What is covered

Equipment and computers	1. We will insure you against failure occurring during the period of insurance to: <ol style="list-style-type: none"> a. equipment at the insured location; and b. computers at the insured location; and c. computers temporarily elsewhere in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
Hazardous substances	2. We will pay for the additional cost to repair, replace, clean-up or dispose of equipment or computers solely due to contamination by a hazardous substance following a failure occurring during the period of insurance .
Reconstitution of electronic data	3. The reasonable costs for reconstitution of data as a direct result of: <ol style="list-style-type: none"> a. failure covered under this section; or b. derangement occurring during the period of insurance.
Expediting expenses	4. We will pay for the reasonable costs to make temporary repairs and expedite permanent repairs to or permanent replacement of equipment or computers following failure occurring during the period of insurance .
Building repair and reconstruction requirements	5. If failure of insured equipment , computers or oil or water storage tanks covered by this section causes damage to a building covered by this policy , and the loss is increased by enforcement of any regulation or legal requirement that: <ol style="list-style-type: none"> a. regulates the construction or repair of buildings; or b. establishes land use requirements; then we will pay for the necessary and reasonable additional costs incurred by you to: <ol style="list-style-type: none"> i. demolish and clear the site of undamaged parts; and ii. repair or rebuild the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by any land use regulation or legal requirement.
Oil and water storage tanks	6. We will pay for: <ol style="list-style-type: none"> a. failure occurring during the period of insurance to oil and water storage tanks, including connected pipework, which belong to you or for which you are legally responsible at the insured location; and b. the reasonable costs to: <ol style="list-style-type: none"> i. replace the contents of oil storage tanks at the premises; and ii. clean and decontaminate property at the premises; following damage to such tanks covered by this section, if the contents of the tank leak, discharge or overflow from the tank or are contaminated as a direct result of the damage.

What is not covered

We will not make any payment for:

1. **damage to equipment, computers** or oil or water storage tanks due to **failure** caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
2. **failure** caused by:
 - a. a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
 - b. an insulation breakdown test of any type of electrical equipment; or
 - c. a **virus**.
3. the value to **you** of any lost or distorted data or information.
4. **damage to:**
 - a. any structure, foundation, masonry, brickwork, cabinet or compartment which supports **equipment, computers** or oil or water storage tanks;
 - b. any insulating or refractory material;
 - c. sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
 - d. water piping other than boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
 - e. sprinkler system tanks;
 - f. vehicles other than fork-lift trucks, aircraft, floating vessels or any equipment mounted on them;
 - g. dragline, excavation or construction equipment;
 - h. equipment manufactured by **you** for sale;
 - i. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal;
 - j. any electronic equipment, other than **computers**, used for research, diagnostic, treatment, experimental or other medical or scientific purposes;
 - k. **production or process equipment;**
 - l. domestic laundry, kitchen, audio visual and home entertainment equipment whilst such equipment is used in private living quarters.
5. **damage to any equipment, computers** or oil or water storage tanks not insured under the other Property sections of this **policy**.
6. loss or damage recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for a breach of **your** obligations under such agreement, warranty or guarantee.
7.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
8. **war, confiscation and nuclear risks**.
9. the amount of any **excess**.

How much we will pay

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

All losses which arise from the same original cause or event or a single source will be regarded as one incident of loss.

Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **equipment, computers**, oil or water storage tanks or other insured items owned by **you**, the cost of repair or replacement as new;
2. for **equipment, computers**, oil or water storage tanks or other insured items for which **you** are legally responsible, the lesser of:
 - a. **your** liability in respect of the **equipment** or **computers** or items; or
 - b. the cost of repair or replacement.

Debris removal

We will pay the necessary and reasonable costs and expenses **you** incur to remove debris of **equipment, computers**, oil or water storage tanks or other insured items from the **insured location** or the area immediately adjacent, following **damage** insured by this section.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **property** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you**:

1. notify **us** promptly of any **failure** which might be covered; and
2. arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged **property**. **We** will tell **you** if **we** want to do this.

Backing-up electronic data

You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the **insured location**. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Precautions

You must take reasonable steps to:

1. comply with any statute or order applicable to the insured **equipment, computers** or oil or water storage tanks; and
2. ensure that insured **equipment, computers** and oil or water storage tanks are properly maintained and used in accordance with the manufacturer's recommendations.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for you in connection with your activities who is:</p> <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;self-employed and working on a labour-only basis under your control or supervision;engaged by labour-only sub-contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;a voluntary worker engaged with your permission;a councillor, committee member or trustee.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer or client of yours for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer or client that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it;gives us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:

Employers' liability

Policy wording

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your activities**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

What is not covered

We will not make any payment for:

1. any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore;
 - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;
 - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

- Terrorism
- The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs
- We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation
- We** will pay **you** £100 for each day, or part day. The most **we** will pay for the total of all court attendance compensation is £10,000.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
 - a. **you** notify **us** within 7 days of anything which may give rise to a claim under this section. At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:
By email to: liability.claims@hiscox.com; or
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
 - b. **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

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

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Employee	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for you in connection with your activities who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary worker engaged with your permission; h. a councillor, committee member or trustee.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Motor vehicle	Any private car, estate car, utility car or passenger-carrying vehicle with not more than eight seats.
No claims discount	The discount allowed by an insurer to the normal premium payable in recognition of a period or periods of insurance without claim under a motor vehicle insurance policy.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your councillor , committee member or trustee.

What is covered

Claims against you	If, as a result of your activities , any party brings a claim against you for: <ul style="list-style-type: none"> a. bodily injury or property damage occurring during the period of insurance; b. personal injury or denial of access committed during the period of insurance; we will indemnify you against the sums you have to pay as compensation.
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Public and products liability

Policy wording

This includes a claim against any **employee of yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Hirer liability

We will also indemnify the hirer of the **insured location** against **bodily injury or property damage** occurring during the **period of insurance** arising directly from their use of the **insured location**.

We will not make any payment under this extension if the hirer:

- a. was using the **insured location** for commercial or business purposes; or
- b. has the benefit of any other insurance policy that also provides indemnity for the hirer's activities; or
- c. hires the **insured location** on a regular, permanent or long term basis unless:
 - i. the hirer is using the **insured location** for the benefit of the local community; and
 - ii. **you** request that **we** provide indemnity.

Overseas personal liability

We will indemnify **you** and if **you** so request, any of **your employees** against legal liability as a result of **bodily injury, property damage or personal injury** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer or client of **your activities** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer or client that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Claims against councillors and trustees

If, as a result of **your activities**, any party first brings a claim against any **councillor, committee member or trustee of yours** (including a claim brought by another **councillor, committee member or trustee of yours** but not a claim brought by **you**) during the **period of insurance** for:

- a. **bodily injury or property damage** occurring within the **geographical limits**; or
- b. **personal injury or denial of access** committed within the **geographical limits**;

we will indemnify such person against the sums they have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

We will not make any payment for any claim or loss where the **councillor, committee member or trustee** has not complied with the terms and conditions of the **policy** as if they were **you**.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any **employee of yours**.

Motor contingent liability

If, any party brings a claim against **you** for **bodily injury** and or **property damage** occurring during the **period of insurance** and arising from any mechanically propelled vehicle or any

Public and products liability

Policy wording

trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment under this clause for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**;
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

Additional cover

Loss of excess or no claims discount

We will pay:

- a. the **motor vehicle** excess; and
- b. any loss of or reduction in **no claims discount**;

payable by a **councillor**, committee member, trustee or **employee** of **yours** under a current **motor vehicle** insurance policy incurred as a result of an accident occurring during the **period of insurance** within the **geographical limits** involving a **motor vehicle** which, at the time of the accident, was being used by a **councillor**, committee member, trustee or **employee** in connection with **your activities**.

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

Loss of third-party keys

We will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties following **your** loss of their keys or electronic pass cards for which **you** are legally responsible.

Unauthorised use of third party telephones by your employees

We will pay for the sums **you** have to pay as compensation to third parties following the unauthorised use of their telephone system by any of **your employees** during the **period of insurance**, provided that the unauthorised use is notified to **us** within three months of its happening.

Defamation and intellectual property rights

If, during the **period of insurance** and as a result of **your activities** any party brings a claim against **you** for:

- a. defamation;
- b. infringement of intellectual property rights;

we will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

However, **we** will not make any payment for:

- a. any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at the start date of the **period of insurance** as shown in the schedule;
- b. any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- c. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- d. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- e. **your** lost profit, mark-up or liability for VAT or its equivalent;
- f. any damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section;
- g. any claim brought outside the United Kingdom of Great Britain and Northern Ireland.

The **excess** for this additional cover is 10% of the agreed settlement value of each and every claim, subject to a minimum **excess** of £250 and a maximum **excess** of £2,500.

What is not covered

Property for which you are responsible	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to: <ol style="list-style-type: none"> a. vehicles or personal effects belonging to your councillors, committee members, trustees, employees or visitors, while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your activities; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway; c. any cover provided under What is covered, Motor contingent liability.
Injury to employees	<ol style="list-style-type: none"> 3. bodily injury to any employee.
Pollution	<ol style="list-style-type: none"> 4. <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution; <p>unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance;</p> b. any pollution occurring in the United States of America or Canada.
Computer virus	<ol style="list-style-type: none"> 5. transmission of a computer virus.
Professional advice	<ol style="list-style-type: none"> 6. designs, plans, specifications, formulae, directions or advice prepared or given by you.
Your products	<ol style="list-style-type: none"> 7. the costs of repairing, reconditioning or replacing any product or any of its parts. 8. <ol style="list-style-type: none"> a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products.
Inefficacy	<ol style="list-style-type: none"> 9. inefficacy.
Deliberate or reckless acts	<ol style="list-style-type: none"> 10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	<ol style="list-style-type: none"> 11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	<ol style="list-style-type: none"> 12. date recognition.
War, terrorism and nuclear	<ol style="list-style-type: none"> 13. war, terrorism or nuclear risks.

Asbestos	14. asbestos risks.
Abuse or molestation	15. abuse or molestation.
Activities	<p>16. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or ii. inflatable play equipment including but not limited to bouncy castles, slides and rides; or iii. pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or iv. weapons; <p>b. any activity taking place:</p> <ul style="list-style-type: none"> i. in or on water; or ii. underground; or iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure; <p>c. aerial activity of any kind including bungee jumping;</p> <p>d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race:</p> <ul style="list-style-type: none"> i. held on the public highway or where the public highway needs to closed or crossed; ii. with over 250 participants; iii. held over distances exceeding 10,000 metres; iv. crossing water; v. involving children under the age of 16 or the use of bicycles where the route is close to water or the public highway; <p>f. fell running, any kind of endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of bodily injury including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;</p> <p>g. horse riding or any other equestrian activities;</p> <p>h. gymnastics or trampolining;</p> <p>i. extreme activity including but not limited to mountaineering, rock-climbing or potholing;</p> <p>j. any activity that requires the use of guides or ropes (other than tug-of-war);</p> <p>k. any contact sport or professional sports of any kind;</p> <p>l. any nursing or the provision of care for any person with a known history of mental illness or criminal activity;</p> <p>m. any building construction or demolition or any ground work, unless declared to us and agreed by us.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

Work undertaken outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .
Loss of excess or no claims discount	5. <ol style="list-style-type: none"> a. any claim whilst the motor vehicle is being used by a councillor, committee member, trustee or employee between their domestic residence and normal place of work ; or b. any claim whilst the motor vehicle is being used by a councillor, committee member, trustee or employee for social domestic or pleasure purposes; or c. any motor vehicle excess amount which has been compulsorily imposed by an insurer beyond the normal excess level; or d. any temporary payment of a motor vehicle excess; or e. any temporary loss of no claims discount.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Loss of excess or no claims discount

In respect of any one **councillor**, committee member, trustee or **employee**, **we** will only pay **motor vehicle** excesses incurred or **no claims discount** lost or reduced in any one **period of insurance** up to the amount shown in the schedule.

Special conditions

Loss of excess or no claims discount

1. In the event of a loss or reduction in the ensuing year's **no claims discount**, **we** will pay the difference between the **no claims discount** actually earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of **no claims discount** in force at the time of the accident.
3. At **our** request the **councillor**, committee member, trustee or **employee** must provide evidence from their **motor vehicle** insurer evidence stating:
 - i. the amount of **no claims discount** reduced or lost; and
 - ii. the scale of **no claims discount**; and
 - iii. the date of the accident and location; and
 - iv. the amount and reason the **motor vehicle** excess applied.

Special limits

Hirer liability

For claims arising under **What is covered**, Hirer liability, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay is £5,000,000 in any one **period of insurance**.

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for defence costs in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in against you in USA/Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	We will pay you £100 for each day, or part day. The most we will pay for the total of all court attendance compensation is £10,000.
Loss of third-party keys	The most we will pay in total for the costs of replacing third parties' keys or electronic pass cards in any one period of insurance is the amount shown in the schedule. You must pay the relevant excess shown in the schedule.
Unauthorised use of client telephones	For claims arising from the unauthorised use of third parties' telephone systems, the most we will pay for the total of all such claims in any one period of insurance is the amount shown in the schedule. You must pay the excess for this additional cover shown in the schedule.
Defamation and intellectual property rights	The most we will pay in total for all claims brought against you during the period of insurance for defamation and infringement of intellectual property rights is £500,000, including defence costs . You must pay the relevant excess .
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<p>1. We will not make any payment under this section unless:</p> <p>a. you notify us promptly of any claim or threatened claim against you. At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>By email to: liability.claims@hiscox.com; or</p> <p>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> <p>b. you notify us within 7 days of a claim or anything which may give rise to a claim under this section, arising out of bodily injury. At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>By email to: liability.claims@hiscox.com; or</p> <p>By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</p> <p>c. you notify us as soon as practicable of:</p> <p>i. your discovery that products are defective;</p> <p>ii. any threatened criminal action by any governmental, administrative or regulatory body.</p> <p>2. When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.</p>
Correcting problems	You must take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor. If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Special definitions for this section

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

Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance seeking monetary damages or other legal relief or penalty alleging a wrongful act .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your activities .
Employment claim	Any claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee .
Insured person	<ol style="list-style-type: none"> 1. Any natural person who was, is, or during the period of insurance becomes a committee member, trustee, director, officer or elected or co-opted member of you. 2. Any de facto director whilst acting in such capacity for you. 3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. 4. Any employee of you. 5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a claim against that person. 6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into your activities conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of charities, not-for-profit organisations, councils or local government which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	<p>In respect of a claim the amount any insured person becomes legally liable to pay for defence costs, legal representation costs, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with our prior written agreement.</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an employment claim or the multiplied portion of any damages award unless awarded for defamation.</p>
Outside entity	<p>Any organisation other than you:</p> <ol style="list-style-type: none"> 1. that is tax exempt and not for profit; or 2. in which you hold any issued share.

Officials and trustees' indemnity

Policy wording

Outside entity does not include:

- a. any company domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; or
- b. any company traded on any recognised stock exchange; or
- c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.

Pollutant	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
Pollution	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant .
Prior and pending litigation date	The date stated as the prior and pending litigation date in the schedule.
Securities	Any debt or equity interest in you .
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>provided that such entity does not trade any of its securities on any United States of America exchange.</p> <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties solely in their capacity as your trustee, director, officer, elected or co-opted member or employee .
You/your	<p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary:</p> <p>If you require cover for any newly created or acquired subsidiaries which do not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the terms and conditions of this section during the period of insurance and may charge a reasonable additional premium.</p>

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits .
Outside entity	We will also indemnify the insured person against the sums that person has to pay as loss for a claim arising directly from any wrongful act the insured person commits in their capacity as a trustee, director, officer or member of an outside entity , provided that the insured person acts in that capacity at your specific written request and the claim does not arise from a wrongful act committed after the insured person ceased to act in this capacity. However, we will only pay in excess of any indemnity provided by the outside entity to its trustees, directors, officers or members and any other insurance available to its trustees, directors, officers and members.

Officials and trustees' indemnity

Policy wording

Representation costs	<ol style="list-style-type: none"> 1. We will pay on behalf of any insured person the legal representation costs arising from an investigation first notified as being required during the period of insurance. 2. We will pay on your behalf the legal representation costs arising from an investigation against an insured person which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.
Entity reimbursement	<p>We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a covered claim or investigation. If you are permitted or obliged to provide such payment, but fail to do so for any reason other than your insolvency, regardless of whether you advanced payment or indemnified an insured person for such loss, we will pay the amount of the claim or investigation less any relevant excess.</p>

What is not covered **We** will not make any payment for any **claim, loss** or **investigation**:

Deliberate or dishonest acts	<ol style="list-style-type: none"> 1. based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; c. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the insured person. The costs of such opinion shall be met by us.</p>
Prior claims, investigations and circumstances	<ol style="list-style-type: none"> 2. based upon, attributable to or arising out of any claim, loss, investigation or anything likely to lead to a claim, loss or investigation which you knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.
Prior litigation	<ol style="list-style-type: none"> 3. based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving you or an insured person initiated prior to the prior and pending litigation date.
Defined benefit pension schemes	<ol style="list-style-type: none"> 4. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Matters insurable elsewhere	<ol style="list-style-type: none"> 6. for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property. 7. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.
Claims brought by a related party	<ol style="list-style-type: none"> 8. based upon, attributable to or arising out of any claim brought or maintained by you or an insured person.
Breach of professional duty	<ol style="list-style-type: none"> 9. based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.
Financial advantage	<ol style="list-style-type: none"> 10. based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.
Employment claim	<ol style="list-style-type: none"> 11. based upon, attributable to or arising out of any employment claim.
Pollution claims	<ol style="list-style-type: none"> 12. based upon, attributable or arising out of any claim or investigation for pollution.

Officials and trustees' indemnity

Policy wording

Terrorism	13. based upon, attributable to or arising out of any claim in connection with terrorism or any action taken to control, prevent or respond to terrorism .
Claims outside the applicable courts	14. based upon, attributable to or arising out of any claim or investigation brought: <ol style="list-style-type: none"> a. in a court of law outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man; or b. in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man to enforce a judgement or order made in any court of law outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man.
Breach of contract	15. based upon, attributable to or arising out of any claim or investigation for any actual or alleged breach of contract obligation.
Surcharges	16. based upon, attributable to or arising out of any claim for any surcharge made by the district auditor or other competent body.
Asbestos	17. based upon, attributable to or arising out of any claim or investigation for asbestos risks .
Libel and slander	18. based upon, attributable to or arising out of any claim or investigation for libel, slander, defamation, malicious falsehood or injurious falsehood.
Neglect	19. based upon, attributable to or arising out of any claim or investigation for neglect, error or omission committed by an insured person other than in the discharge of their duties in the course of your activities .
Property searches and enquiries	20. based upon, attributable to or arising out of any claim or investigation for neglect, error or omissions in information given by notices served in connection with searches and enquiries in relation to property.
Products claims	21. based upon, attributable to or arising out of any claim or investigation for products sold, supplied, repaired, altered, treated, erected or installed by you in connection with your activities .
Own property	22. based upon, attributable to or arising out of any claim or investigation caused by the ownership, possession or use by you or on your behalf of any buildings, structures, premises or land or that part of any building leased, occupied or rented by you or any other property belonging to you .

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 6, Premium payment which applies only to you.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person.</p>

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on **your** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
 - i. the **insured person's** first awareness of any **wrongful act**;
 - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
 - iii. any **investigation** into **you** or an **insured person**;
 - iv. the threat or commencement of any disqualification proceedings against any **insured person**;
 - vi. the threat or commencement of proceedings against any **insured person** for **pollution**.
 - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**.

We shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.



Officials and trustees' indemnity

Policy wording

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and is also made against **you** and any other person who is not an **insured person**, **we, you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Commercial legal protection

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a law firm on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

To make sure that **you** get the most from **your** cover, please take time to read this section which explains the contract between **you** and **DAS**. **Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.)**

It will help if **you** keep the following points in mind:

How can **DAS** help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send **your** claim to

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to DAS at newclaims@das.co.uk.

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Special definitions for this section

Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative .
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Attendance expenses	<p>The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. DAS will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount DAS will pay is based on the following:</p> <ol style="list-style-type: none"> a. the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours; b. if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages; c. if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
Costs and expenses	Accountant's costs, Attendance expenses and Legal costs
DAS	DAS Legal Expenses Insurance Company Limited.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident - 4 Tax protection), the date of occurrence is the date of the event that leads to a claim. 2. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. 3. For full enquiries or aspect enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries. 4. For a Charity Commission investigation, the date of occurrence is the date when the policyholder receives notification from the Charity Commission that they are to conduct an investigation. 5. For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Insured person	The policyholder and the proprietors, directors, partners, managers, officers, committee members, governors and employees of the policyholder , or other person acting on behalf of the policyholder in connection with the business.
Legal costs	All reasonable and necessary costs chargeable by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS .

Territorial limit**For insured incidents 2 Legal defence (excluding 2.4), and 3 b. Bodily injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with **DAS**.

The policyholder

The insured named in the **policy** schedule.

Insured incidents we will cover**1. Employment disputes and compensation awards**

a. Employment disputes

DAS will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee or voluntary worker; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee, ex-employee or voluntary worker arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a.**

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department prior to serving notice of redundancy.

Commercial legal protection

Policy wording

4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request

1. **DAS** will defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the
 - police
 - health and safety executive and/or local authority health and safety enforcement officer
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Commercial legal protection

Policy wording

6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies;
2. at the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident 2.1.c**.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

DAS will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and/or an investigation carried out by the Charity Commission into the **policyholder's** business accounts.

b. Employers compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

1. For all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

2. **DAS** will not pay more than £2,000 for claims in respect of **aspect enquiries**.

What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

DAS will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods and services.

Provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000 **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim;
2. if the amount in dispute is payable by instalments, the instalments due and payable at the time of making a claim must exceed £250;
3. if the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section;
2. Any claims relating to the following:
 - a. the settlement payable under an insurance policy;
 - b. a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c. a loan, mortgage or pension any other financial product and chooses in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Statutory licence protection

DAS will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the policyholder's licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

1. An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. Compensation awards** and **2 Legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **DAS** ask for, in writing;
 - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.

If the **insured person** fails to comply with these conditions, **DAS** may reduce any payment under this section by an amount equal to the detriment it has suffered as a result.

2. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d. Any **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
 - e. **DAS** will have direct contact with the **appointed representative**.
 - f. An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c. **DAS** may decide to pay **the insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that **the insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
 5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
 7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 8. **DAS** may at their discretion require **the policyholder** to obtain an opinion from counsel at **the policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
 9. This section will be governed by English law.
 10. All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Helpline services

DAS provide these services 24-hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

Eurolaw commercial legal advice

DAS will give the **policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

DAS will give the **policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Business assistance

In the event of an unforeseen emergency affecting the **policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of the **policyholder**. All costs of assistance provided are the responsibility of the **policyholder**.

To contact the above services, phone DAS on 0117 933 0626 quoting your policy number.

Counselling

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the **policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone DAS on 0117 934 2121.

These calls are not recorded. **DAS** will not accept responsibility if the Helpline Services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The employment manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk. From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at marketing@das.co.uk with **your** email address, quoting **your** policy number and **DAS** will contact **you** by email to inform **you** of future updates to the information.

DAS Businesslaw

At www.dasbusinesslaw.co.uk **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, **you** will find the content provided by DASbusinesslaw is updated regularly by legal experts to help **you** keep **your** business one step ahead.

To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register **your** details. When asked for **your** policy number, please insert **your** Hiscox policy number and the password is **DAS472301**.

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

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your activities as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business or activities.
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Employment claim	Any claim by any employee or volunteer of yours for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee or volunteer.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** relating to any **employment claim**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects charities, not-for-profit-organisations, councils or local government **and** which is not solely related to **you**.
 - b. governmental regulations which affect another country or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your activities** or which affect charities, not-for-profit-organisations, councils or local government **and** which are not solely related to **you**.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

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

**Special definitions
for this section**

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar-months of the date of the accident.
Annual salary	The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date they sustain accidental bodily injury .
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule provided that the person is under 90 years old at inception .
Loss of eye	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section, as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation in connection with your activities , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
Permanent total disablement by paralysis	Disablement by paralysis which totally prevents the insured person from working in their usual occupation in connection with your activities , which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
Temporary partial disablement	Disablement which prevents the insured person from carrying out a substantial part of their usual occupation in connection with your activities .
Temporary total disablement	Disablement which totally prevents the insured person carrying out all parts of their usual occupation in connection with your activities .

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

What is not covered

We will not make any payment for:

Hazardous pursuits

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d. armed forces activities including operations, exercises or training;
 - e. flying as a pilot or any other aerial activities other than travel by air as a passenger.

Other exclusions

2. any injury or illness resulting from:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - c. the **insured person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by the **insured person**.
3. any injury or illness directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.
4. any illness resulting from pregnancy or any condition connected with pregnancy or childbirth.
5. any illness directly or indirectly arising from any physical defect, infirmity or medical condition known to the **insured person at inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24-months before **inception**.
6. **temporary partial disablement** or **temporary total disablement** where an **insured person** is over 85 years of age at **inception**.

War and nuclear risks

7. any injury or illness directly or indirectly caused by **war** or **nuclear risks**.

How much we will pay

Payment of benefit	<p>We will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.</p> <p>For permanent total disablement or permanent total disablement by paralysis, we will pay only when the disablement has lasted for 12 calendar-months and at the end of that time is without prospect of improvement.</p> <p>For temporary disablement benefits, we will pay:</p> <ol style="list-style-type: none">when the total amount on termination of any one period of disablement has been agreed; orat your request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that we may require. <p>We will not pay temporary disablement benefits for more than a total of 104 weeks in connection with one injury.</p>
Payment of medical expenses	<p>We will pay up to the amount shown in the schedule.</p>
Temporary benefits	<p>The most we will pay for temporary total disablement or temporary partial disablement is 75% of the insured person's gross weekly wage.</p>
Maximum accumulation	<p>The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons suffering accidental bodily injury at the same time and in the same place is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, we will pay an amount under this policy which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.</p>

Your obligations

If a problem arises	<p>We will not make any payment under this section unless:</p> <ol style="list-style-type: none">you notify Van Ameyde UK Ltd promptly of any injury or illness which might be covered under this section;the insured person sees a suitably qualified medical practitioner as soon as possible after suffering injury or contracting an illness and follows any medical advice they are given. <p>If we consider it necessary, the insured person must allow a medical adviser chosen by us to examine them and to see all medical records.</p>
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Claims

- Written notice must be given to Van Ameyde UK Ltd as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If disablement results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
- All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde UK Ltd, 34 The Mall, Bromley, Kent, BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

If these conditions are not complied with, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Property - Terrorism

Policy wording

Except where specifically stated below, the General terms and conditions, the Property definitions and the terms and conditions of the Buildings, Contents and Business interruption sections all apply to this extension.

1. In return for the additional premium **you** have paid for the Buildings and Contents part of this extension, this **policy** extends to cover **damage**, occurring during the **period of insurance** and caused by an act of terrorism (as defined below), to the **property** insured under the Buildings and Contents sections of this **policy** located in England, Wales or Scotland (not including the Channel Islands or the Isle of Man), but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

If you have paid the additional premium for the Business interruption part of this extension, **we** shall regard **damage** occurring during the **period of insurance** and caused by an act of terrorism (as defined below) as **insured damage** for the purposes of the Business interruption section of the **policy**, but only where the act of terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

2. Any exclusion of **terrorism** within the Buildings, Contents or Business interruption sections will not operate to negate the coverage given under this extension.
3. For the purposes of this extension, an act of terrorism shall mean an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time.
4. **We** will not make any payment under this extension for:
 - a. **damage** caused by **war** risks; or
 - b. **damage** to any computer system or other equipment or component or system or item which processes, stores or transmits or receives data or any part of data, whether tangible or intangible (including, but without limitation, any information or program or software) and whether **your property** or not, where such **damage** is caused by any virus or similar mechanism or hacking or denial of service attack.

As used in 4.b above:

- a. 'virus or similar mechanism' means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of 'virus or similar mechanism' includes, but is not limited to, Trojan Horses, worms and logic bombs;
 - b. 'hacking' means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether **your property** or not; and
 - c. 'denial of service attack' means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems and include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
5. The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:
 - a. any long term agreement or undertaking; or
 - b. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**; or
 - c. any extension to cover property located outside England, Wales or Scotland; or
 - d. any provision for a premium refund following cancellation, but only when such cancellation relates solely to the coverage under this extension. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.



Property - Terrorism

Policy wording

6. The following additional conditions are all conditions precedent to **our** liability. **We** will not make any payment under this extension unless **you** comply with all the requirements of the conditions:
 - a. **You** must pay **us** the additional premium referred to in 1.
 - b. Where Buildings and Contents and Business interruption are covered under this extension, these sections must also be covered under the **policy**.

What is a policy summary?

This document provides key information about the insurance policy specifically designed for parish, town and community councils, registered charities and not-for-profit organisations, underwritten by Hiscox. If you have any additional questions, then please contact your insurance broker, Arthur J. Gallagher Insurance Brokers Ltd on 01483 462860.

Policy name: Local councils and not-for-profit insurance

Type of insurance: commercial combined

Underwritten by: Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited

Significant features and benefits

We offer some of the broadest levels of cover available, giving our customers true peace of mind. All communications, including the policy wordings, are written in plain English with no jargon to ensure that you know exactly what is and, as importantly, what is not covered.

The following are included as standard with this insurance.

Contents which covers accidental physical loss or damage to:

- property which belongs to you or for which you are legally responsible at the insured location;
- your money at the insured location, in a locked safe, at your employees' and volunteers' homes and while in transit;
- the personal effects of your councillors, trustees, employees and visitors while at the insured location;
- outdoor furniture, ornaments and statues that are normally left outdoors within the confines of the insured location;
- exhibition stands and exhibition equipment for which you are legally responsible within the UK and Ireland;
- defibrillators and defibrillator cabinets for which you are legally responsible within the UK and Ireland;
- items bequeathed to you, provided that you tell us the values as soon as possible;
- raffle prizes, auction lots, additional stock and equipment hired in by you for any fund-raising event or religious festival;
- your property which is used and kept at the home of any councillor, trustee or employee of yours.

Contents also covers:

- the cost of replacing or reconstituting your electronic data and business documents if they have been lost or destroyed;
- the cost you incur for any metered water and fuel as a direct result of insured damage to any storage tank or piping;
- your direct financial loss as a result of fraud or dishonesty of any councillor, trustee or employee of yours;
- irrecoverable business travel and accommodation expenses following accidental injury or illness of any councillor, trustee or employee of yours.

Property away which covers accidental physical loss or damage to:

- your portable equipment and property anywhere in the EU.

Business interruption which covers your financial losses resulting from an interruption to your activities caused by:

- insured damage to property which belongs to you or for which you are legally responsible;
- insured damage to property within 1km of the insured location which prevents or hinders access to the insured location;
- failure in the supply of water, gas, electricity or telecommunications for more than 24 hours as a result of insured damage;
- your inability to use the insured location due to restrictions imposed by a public authority.

Business interruption also covers:

- the expenses you incur in replacing any of your key personnel following their illness or accidental bodily injury;
- your financial losses due to the unauthorised use of water, gas or electricity or telecommunications by a third-party.

Employers' liability which covers claims brought against you:

- by your employees and volunteers for bodily or mental injury arising out of their work for you.

Public and products liability which covers claims brought against:

- you for bodily injury of any person or damage to any property which does not belong to you as a result of your activities;
- any hirer of the insured location for bodily injury or property damage arising from their use of the insured location;
- your councillors and trustees for bodily injury or property damage as a result of your activities;
- you for defamation or infringement of intellectual property rights as a result of your activities.

Public and products liability also covers:

- the motor vehicle excess and reduction in no claims discount payable by a councillor, trustee or employee of yours as a result of an accident involving a motor vehicle used in connection with your activities.

Officials' and trustees' indemnity which covers claims brought against:

- your trustees, directors, officers and members for errors arising from the performance of their duties in that capacity.

Commercial legal protection which covers legal defence costs in connection with:

- disputes with your employees and voluntary workers, allegations of a criminal offence, civil actions following physical damage to your property, appeal proceedings following assessment by HMRC and contractual disputes relating to goods and services.

Personal accident which provides:

- a capital benefit following death or permanent disablement of any of your councillors, trustees, employees and volunteers;
- a weekly benefit following temporary disablement of any of your councillors, trustees, employees and volunteers.

A flexible approach

The following are also available under this insurance.**Buildings which covers:**

- accidental physical loss or damage to insured buildings, including street furniture, memorials and fixed outside equipment;
- the cost of locating and repairing any accidental physical loss or damage to your cables, underground pipes and drains;
- the reasonable and necessary cost you incur to protect insured buildings from imminent insured damage;
- damage to trees, shrubs and plants at the insured location as a result of fire or explosion;
- accidental physical loss or damage to buildings bequeathed to you, provided that you tell us the values as soon as possible;
- accidental physical loss or damage to building works in progress and unfixed materials relating to a building contract.

Equipment breakdown which covers:

- electrical or mechanical breakdown or failure of your electrical equipment and computers at the insured location;
- electrical or mechanical breakdown or failure of your computers while temporarily elsewhere in the UK or Ireland;
- the cost of replacing or reconstituting your electronic data if it has been lost or destroyed following breakdown or failure.

Significant or unusual exclusions and limitations

Any claims, circumstances or incidents which you know about or ought reasonably to have known about prior to the inception of the policy are excluded unless notified previously. You have an obligation to take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair and you must also take reasonable steps to maintain back-up copies of data files or programmes.

You will normally have to pay an initial amount for each claim made against you under the policy. These excesses may vary and your individual quotation and policy schedule will show the specific excesses applicable to you. Any special conditions, limitations or terms that may apply to an individual risk will also be clearly shown in your quotation and policy schedule.

Contents and Property away do not cover loss or damage:

- caused by wear and tear, inherent defect, rot, fungus, mould, vermin or infestation;
- caused by theft from an unattended vehicle unless the item is out of sight in a locked boot;
- to property being cleaned, worked on or maintained, other than fine art;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;
- to property while temporarily outside the UK unless it is in your care, custody or control or secured in a locked room or safe.

Equipment breakdown does not cover loss or damage:

- to domestic laundry, kitchen, audio visual and home entertainment equipment used in private living quarters;
- which is recoverable under any maintenance agreement, warranty or guarantee.

Buildings does not cover loss or damage caused by:

- settlement, bedding down or movement of new structures or made-up ground;
- coastal erosion or a rise in the water table;
- storm or flood to gates or fences, other than lych gates;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease;

- the building contractor to building works in progress and unfixed materials relating to a building contract.

Business interruption does not cover:

- illness of or injury to any of your key personnel resulting from any medical condition known to them at the inception date of this policy, unless the condition has been without the need for any medical advice during the previous 24 months;
- any interruption to your business caused by any communicable disease or fear or threat of communicable disease except where the interruption is caused by one of the specified diseases at your premises which means that you are unable to use your premises.

Employers' liability does not cover any claim or loss due to:

- bodily or mental injury of any of your employees or volunteers while they are offshore;

Public and products liability does not cover any claim or loss due to:

- defamation which arises out of any statement which you knew was defamatory at the time of publication;
- infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- the ownership or use of any aerial device, hovercraft, watercraft or any mechanically-propelled vehicle or trailer;
- designs, plans, specifications, formulae, directions or advice prepared or given by you;
- the failure of any of your products or any service provided by you to perform its intended function or purpose;
- bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Officials and trustees' indemnity does not cover any claim or loss due to:

- any act intended to secure a personal profit or advantage to which any insured person was not legally entitled;
- an insured person's operation or administration of any defined benefit pension scheme;
- a breach of or failure to provide professional duties or services;
- any employee's termination of employment, breach of any employment contract or employment related discrimination.

Commercial legal protection does not cover:

- any claim reported more than 180 days after the insured person should have known about the incident;
- any costs and expenses incurred before the written acceptance of a claim by DAS.

Personal accident does not cover:

- any injury or illness resulting from any emotional or psychiatric disorder or condition;
- any injury or illness resulting from pregnancy or any condition connected with pregnancy or childbirth.

Your obligations

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy and claims may not be paid;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim, you should take note of the required procedures, such as prompt notice to us of the claims, as stated in the policy documentation;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

Policy length

This is not an annual policy. Your policy will run on a continuous basis of insurance and will continue whilst your payments are kept up to date. You must tell us of any changes to your circumstances as described in your insurance policy and we will then have the option of amending the terms of the policy or issuing you with notice of our intention to cancel it.

Cancellation rights

You may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. We may cancel the insurance by giving you 30 days' notice in writing of our intention to do so.

In both cases, we will return to you the amount of premium which relates to the unexpired period, provided that no claims have been notified under the insurance. If a claim or claims have been notified, then we will only return any premium if we (and not you) are cancelling the policy. However, we will not refund any premium under £10.

Claims service

If you suffer a loss and need to make a claim you should contact your insurance broker Arthur J. Gallagher Insurance Brokers Ltd immediately on 01483 462860. If this is not possible, then our claims team can be contacted 9.00am – 5.30pm Monday to Friday on 0800 711 7156. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate; the team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of significant loss or damage. Your policy schedule will reflect if property cover is included in your policy.

Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK.

Any questions and complaints

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your insurance broker Arthur J. Gallagher Insurance Brokers Ltd in the first instance on 01483 462860. If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

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

Or by telephone on 01904 681 198 or 0800 116 4627

Or by email at customer.relations@hiscox.com

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.



Local councils and not-for-profit insurance portfolio

Summary of change

Changes to the policy

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

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

Changes to 'what is covered'

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

Important information: changes to your policy

Introduction

We are updating our policy wordings to explicitly state where cover is provided for cyber claims and losses and for personal data and to ensure that our policies are clear where such claims and losses are excluded. Previously, the existing language in some policies had the effect of either covering or excluding cyber claims, without making explicit reference to cyber specific language. This situation is commonly referred to as ‘silent cyber’.

To make our policies clearer, we have added some specific cyber definitions together with other changes, which could include additional language under what is covered, what is not covered or how much we will pay, depending upon the changes we are making. You will find the full details of the amendments to the cover for your policy in the endorsements shown in your policy schedule.

In this Important information document, we have set out an overview of the key changes we have made to all of our policies to help you understand how these changes may affect your insurance policy. In some cases, not all of the changes highlighted in this document will be relevant to your particular wording, so please do check your endorsements carefully, to see what changes have been made to your policy.

You should also check your policy schedule carefully for details of any other endorsements that may apply which are additional to those cyber changes highlighted in this document.

If you have a query not covered by this document, or if you have any questions or concerns about your policy, you should contact us or, if you have one, your broker.

Frequently asked questions

What changes have been made to my policy?

In many cases, whilst we have applied clauses to amend our policy wordings to make the cover for cyber claims and losses clearer, there is no change to the cover actually provided. In other cases, we have made changes to the cover provided under the policy. This is usually to ensure that cyber claims and losses are covered under the most appropriate policy offering.

What do I do if my policy no longer covers cyber claims or losses?

Where we have removed cover for cyber claims or losses from our policy, equivalent (or more extensive) cover may be available from a more suitable policy. This may be our CyberClear policy, which has been specifically designed to provide extensive cover for cyber claims and losses. To find out more about such cover, please speak to us or, if you have one, to your broker.

Summary of the changes made to your cover (please check the policy schedule for the covers applicable to your policy)

Cover	Description of changes (please see the clause shown in the policy schedule for full details)
Directors and officers' insurance,	<p>Cyber incidents Where you may have had cover for cyber incidents previously your new policy covers claims arising from your response to such an issue.</p>
Trustees legal liability insurance	<p>Loss of data resulting from a cyber incident Additionally, we will pay claims against insured persons based on the loss or misuse of data due to a cyber incident, including claims brought by data subjects. This is subject to a limit of £250,000. However, we do not cover defence costs for such claims.</p>
	<p>Cyber exclusion A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims covered under the specific cover for loss of data from a cyber incident or where the claim is brought by a shareholder</p>

		or creditor directly due to the insured person's management of or response to the incident.
Corporate legal liability insurance	Personal data claims	We will not make any payment for claims by data subjects relating to personal data, where such claim arises from a cyber incident.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employment practices liability insurance	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology or social engineering communication.</p>
Professional and legal liability insurance	Personal data claims	<p>A new personal data claims exclusion has been applied:</p> <p>We will not cover any claim brought by a data subject arising from the processing, acquisition, destruction, loss, alteration, disclosure, use of or access to personal data and which arises:</p> <ul style="list-style-type: none"> • from your breach of duty to that data subject; and • in the performance of your business activities.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employers' liability	Cyber claims	<p>We have clarified the cover already included:</p> <p>We will pay claims, that are otherwise covered, arising from a cyber attack, hack or other computer or cyber-related incident. Previously the policy was silent on this cover.</p>
Public and products liability	Cyber incidents	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker, social engineering communication or computer or digital technology error.</p>
Medical malpractice	Dishonesty of your employees	We have removed cover for your own losses arising from dishonesty.
	Cyber incident	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.</p>
	Computer or digital technology error	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from any computer or digital technology error.</p>
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims relating to personal data. We will pay such claims where they arise from your performance of a business activity</p>

		and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule.
Property – buildings	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – business interruption	What is covered: Cyber attack and hacker damage	We have removed any cover for cyber attack and hacker damage if it was previously included in your business interruption policy. Please refer to the policy wording for last year for full details of whether you had this cover previously.
	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or error to any computer or digital technology including any fear of threat of such an incident. We will not pay any costs to control, prevent, suppress or respond to such an incident.</p> <p>This exclusion does not apply to the cover for financial losses arising from insured damage.</p>
Property – contents	Lock replacement	Cover has been amended to exclude claims arising from the unauthorised modification of any digital or electronic locks.
Property – contents, portable equipment, technical equipment	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – contract works	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – equipment breakdown	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or failure of electronic equipment to correctly recognise, process or store any data.</p>
Personal accident	Cyber incidents	A new cyber exclusion has been applied:

		We will not pay any claims for any accidental bodily injury or illness arising from cyber attack, hacker, computer or digital technology error including action taken to control, prevent, suppress or respond to such an incident. We will not pay claims arising from the fear or threat of a cyber attack or hacker.
	Mental anguish and distress	A new exclusion has been applied: We will not make any payment for any injury or illness resulting from mental anguish or distress.
Travel	Cyber incidents	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker, computer or digital technology error or social engineering communication, including any fear or threat of such an incident.
Professional indemnity – designers, estate agents, coaching training and education, green consultants, health and safety consultants, managing consultants, recruitment consultants, professional indemnity	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – accountants, architects, design and construct, consulting engineers, insurance brokers and intermediaries	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.

Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.

Professional indemnity – chartered accountants, chartered surveyors

These policies are subject to minimum terms and conditions as set out in the approved minimum wordings of your chartered body. If the changes we have made to your policy mean that you would get less favourable cover under your policy than you would under the approved minimum wording, we will cover you on the same terms as the minimum wording. This would apply if, for example, an exclusion we have added to your policy is wider than an equivalent exclusion in the approved minimum wording. If that happens, we will apply the more favourable exclusion in the minimum wording.

Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy.

Professional indemnity – technology companies, information technology

Transmission of a virus	We have removed any cover previously provided for negligent transmission of a computer virus or denial of service attack.
Losses from dishonesty	We have removed cover for your own losses arising from dishonesty.
Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
Cyber incident	Any previous cyber exclusions have been removed and the following cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an

		incident or any action taken to control, prevent, suppress or respond to such an incident. This exclusion for cyber attacks or hacker will not apply to claims arising directly out of your provision of hosting, maintenance, security or web design that fall within your performance of business activities for that client.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error. This will not apply to claims arising directly from any computer or digital technology error affecting any computer or digital technology accessed by your client.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider. This will not apply to the extent you provide those services as part of your business activities.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims arising from the performance of a business activity for the client which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – for marketing, advertising and communications companies	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication.

Computer or digital technology error	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from any computer or digital technology error. We will pay such claims where they arise from your act, error or omission in the performance of a business activity for a client and which is not otherwise excluded.</p>	
Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.</p>	
Control of defence	<p>We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.</p>	
Professional indemnity – digital marketing companies	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Bodily injury	<p>We have amended the exclusion for bodily injury:</p> <p>We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.</p>
Tangible property	<p>We have amended the cover for your own losses arising from damage to property:</p> <p>We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.</p>	
Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.	
Cyber incident	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.</p> <p>We will not pay claims arising from any social engineering communication or computer or digital technology error.</p>	
Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.</p>	

	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – commercial film producers, commercial film production companies	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – multimedia (broadcasters and publishers)	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents: We will pay the costs to replace or restore any tangible document which is necessary for the performance of your business activity. We will not pay claims arising from damage to electronic data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property:

		We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – for photographers	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.



Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
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Appendix 18

To consider a proposal to fit an access ladder and hatch to allow safe access to maintain the Clock on Llanharan Square.

Background

The Clock mounted on the outside wall of 'the Smithy' on Llanharan Square is Council owned. The council has a maintenance agreement for this clock (and a second Community Clock mounted on the 'Leyshon's Chip Shop' building in Brynna) with a horologist, Les Kirk Clocks.

The Council also has a written agreement with the owner of 'The Smithy' to allow access for maintenance and repair.

The clock mechanism is in the loft space and is accessed via a loft hatch in one of the bedrooms.

Following the last scheduled service visit in September 2025 the Horologist, who visits from Derbyshire, requested that safe access arrangements be reviewed at the Smithy. He no longer intends to transport ladders to sites and is requesting more appropriate access arrangements.

Upon review it is clear that the current access arrangements via a temporary ladder are not ideal given that safe access is required on a routine basis.

Officers have looked at alternative arrangements such as using Council staff to routinely accompany the horologist during all visits but found this to be impractical and imperfect.

Officers approached the owner of the Smithy who consented to a more appropriate loft hatch and fold down access ladder being fitted to allow safer and more appropriate access to the clock mechanism both now and in the future.

The owner consented to allowing a mutually agreed, reputable company to come and provide a quotation to fit the hatch and ladder, they have visited the property and provided the quotation noted in this paper.

Consideration

To authorise the officers to spend up to £850 to arrange the fitting of a loft hatch and ladder at 'the Smithy'. Comprising the quotation cost of £763.72 plus a contingency. Furthermore to suspend Financial Regulation 11.3e)iii requiring the officers to strive to obtain 3 quotations due to the reasonable price quoted, the sensitivities in negotiating access for companies to the property to provide quotations and to maintain the

goodwill of the householder regarding the ongoing siting of the clock and periodic access to the property for maintenance and repair.

Note:

- The power used would be 'The power to provide clocks, Parish Councils act 1957, s.2'. This work being incidental and necessary for the provision of the clock.
- The work is considered necessary for health and safety reasons.
- That the Clerk would seek written agreement with the householder that the equipment would be added to the council's asset register and be considered a council asset, the council would be responsible for its maintenance and that the equipment would remain in place as long as access was required (and permission was maintained by the householder) to maintain the clock being fitted explicitly for that purpose. And that should this permission be rescinded in the future, the householder consented to the equipment being removed and the access being restored to its original condition.

Prepared for: **Martha Rogers**

Quotation Ref: **830931**
Quotation Date: **08/05/26**



A reputation built on trust

A warm welcome, and thank you for considering InstaLoft.

From the very beginning, our focus has been on improving homes with high-quality systems, installed by skilled professionals, using a straightforward approach. While we have grown into a nationwide business, our commitment to those standards has never changed.

InstaLoft was created to help homeowners make better use of the space they already have. What started as a one-person operation in a Telford garage has grown into the UK's leading loft boarding company, built on innovation, hard work and a commitment to doing things properly.

Whether your home is a new build or an older property, we look forward to helping you make the most of your space.



Ben Crouch
Group Managing Director

Instaloft in numbers

66K+
Installations

2,500+
5* Reviews

150+
Employees



*Information correct as of December 2025

Why homeowners across the UK trust InstaLoft

Choosing a loft boarding specialist for your installation is key to getting the job done right.



Cut your heating bill year-round



Tried and tested; 2,000+ 5-star reviews



Lifetime Product Guarantee



0% APR with flexible payments



No subcontractors, just fully trained staff



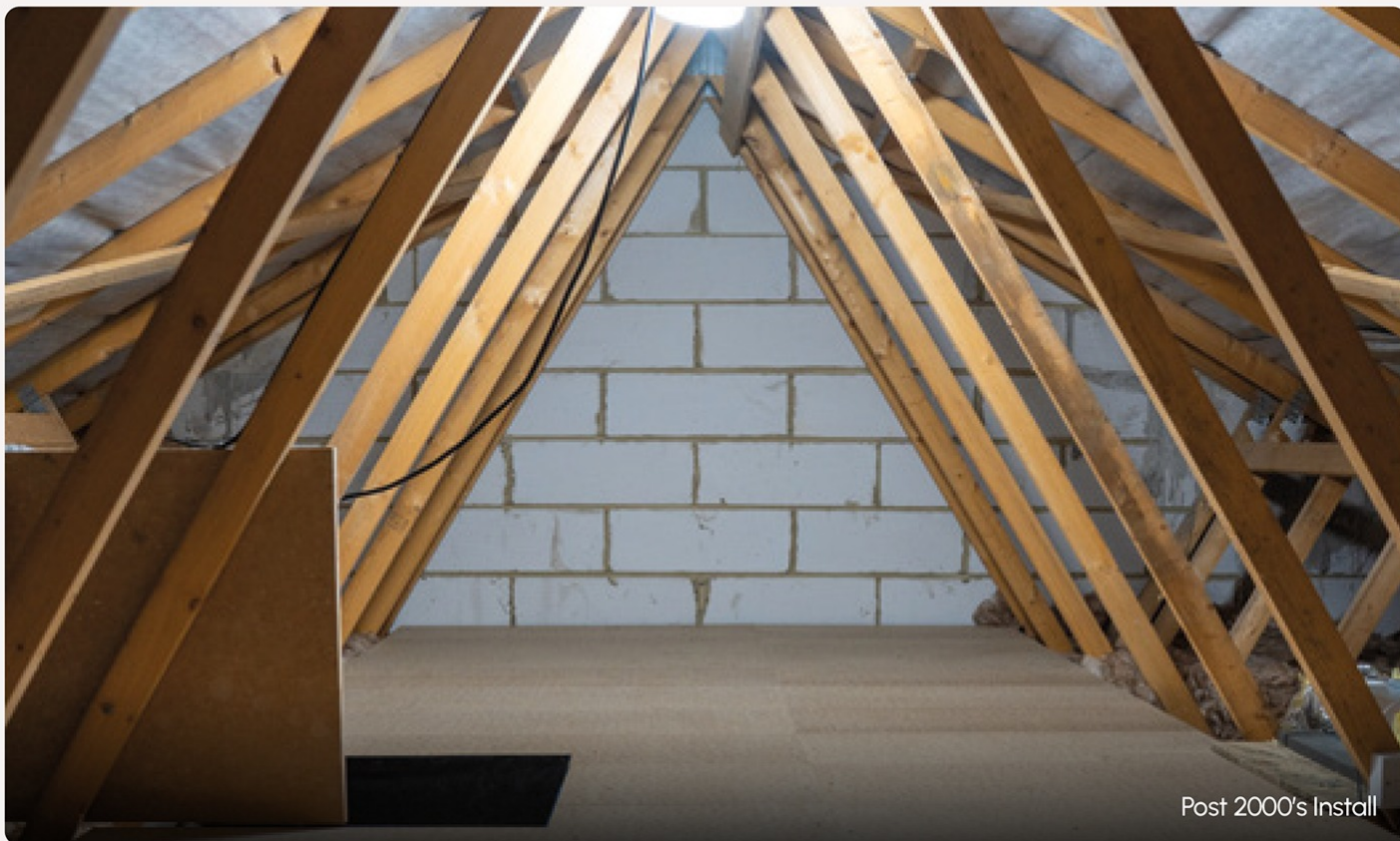
BBA Approved

How does our system compare?

	StoreFloor	Loft Legs	Timber Subframe*
Patented Cross Beam technology provides a stable, strong deck	✓	✗	✗
Tested to British Standard 6399 floor loading, from 60 to -20 degrees	✓	✗	✗
Allows adequate airflow under the loft boards to reduce condensation risk	✓	✗	✗
Lightweight, so will not overload the ceiling joists	✓	✓	✗
Suitable for use with downlighters	✓	✓	✗
Designed to avoid obstructions and bridge over uneven joists	✓	✗	✗
Compatible with up to 300mm of insulation	✓	✗	✗
Complies with Part L1A of the UK Building Standards	✓	✓	✗
Made from sustainable materials	✓	✓	✓

* N.B. In some situations our surveyors will suggest a timber subframe. If this is the case, your surveyor has checked the suitability and requirements for your loft and recommends this is the most suitable option.

Quotation Ref: 830931



N.B. Images are for illustration purposes only – Your loft may differ.

Your Quotation

Thank you for considering Instaloft, the UK's largest loft flooring and loft ladder installer. We'd love to work with you on your project. Instaloft is a TrustMark and FairTrades accredited company, with more than 10 years' experience of giving homeowners a little more space to think.

Prepared for: **Martha Rogers, The Smithy, Chapel Road, Llanharan, Pontyclun, CF72 9QA**
Quotation Ref: **830931**
Quotation Date: **08/05/26**

2.9m Telescopic Ladder
Quantity: 1

20% VAT

Telescopic loft ladders are ideal where space is an issue as it takes very little loft floor space and requires minimal vertical clearance. This Telescopic loft ladder has been manufactured to withstand the toughest handling and working conditions. Suitable for both home and commercial use.

Custom Wooden Loft Hatch
Quantity: 1

20% VAT

We will build a custom loft entrance for you including architrave and a hinged down door. The New size will be as noted. As these are custom wooden items, You may want to paint or varnish the hatch, door and architrave to fit in with your decor
910mm L x 590mm ww

	Subtotal	VAT Payable
VAT @ 0%	-	-
VAT @ 20%	£763.72	£152.74

SubTotal Ex VAT: **£763.72**

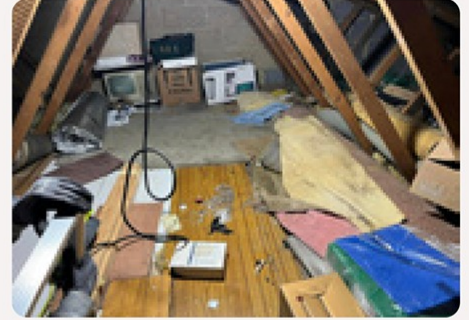
Total VAT: **£152.74**

Total: £916.46

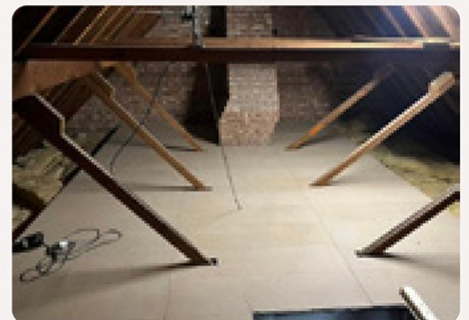
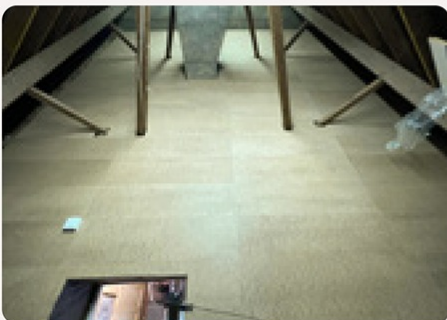
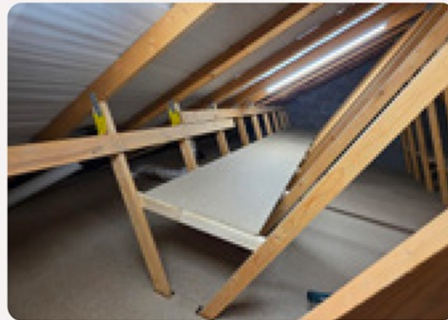
If you have questions about your quotation, or you'd like to book a date, call us today **0800 046 3955**

See the **difference** a day can make

Before Instaloft



After Instaloft



N.B. Images are for illustration purposes only – Your loft may differ.

Financing your new loft

Instaloft makes financing easy with 0% APR options and a selection of interest-bearing plans through our partner Omni Financial.

Your surveyor will take you through the details and help you select the payment plan that suits you best.

Fast & Simple Approvals

Get a credit decision online with a quick, paperless application.

Flexible Payment Plans

Whether it's through interest-free or low-interest finance, they can help with affordable monthly instalments that fit your budget.

Trusted & Safe

Omni Capital are owned by Castle Trust Bank. Both Castle Trust Bank and Instaloft are FCA regulated, so you're in safe hands.

Example of Finance on a £3,000.00 loft installation

Example of 0% finance with 10% deposit:

Payment Term	Monthly Payment
6 months	£450.00
9 months	£300.00
12 months	£225.00

Example of interest bearing finance, with 50% deposit:

Payment Term	Monthly Payment
24 Months	£70.74
60 Months	£33.51

Our Finance Process Explained

The application process is simple, takes around 5 minutes for you to complete, and is carried out with our surveyor during your FREE home survey. You will receive a decision within 30 seconds of the completed application.

About Omni Financial

Omni Financial Services Limited (Omni Financial) is authorised and regulated by the Financial Conduct Authority. For more information, please visit the Omni Financial Website.



What happens next?

1

Quote Accepted

Once you are happy with the quote and would like to proceed with the installation, a deposit will be required to secure your installation date. You can then either contact your surveyor directly or call head office on:

0800 046 3955 | info@instaloft.co.uk

2

Appointments held

If required, an Asbestos survey will happen, and the results will be discussed with you. All other installations will be booked for installation within the following 14 days.

3

Installation

Our expert fitting teams will arrive on your chosen date and protect your home with dust sheets during installation. Customers must remove all belongings from the work area beforehand to ensure safe access. Once complete, the team will show you how to use your new hatch and ladder.

4

After Sales

We offer a lifetime guarantee on all work carried out to give you extra peace of mind – you never have to worry about your loft again!



What to expect on installation day.

If you are thinking about loft boarding, you are probably wondering how long the installation will take and what the process looks like from start to finish.

The good news is, most homeowners are pleasantly surprised by how quick and smooth the experience is. A typical installation is completed within one day for standard-sized properties, and the process is carefully designed to protect your home, maintain safety standards and deliver a professional finish.

Our teams are also available throughout the day to answer questions, explain what they are doing and involve you in the process if you wish. Many customers say this open communication is one of the reasons they feel confident and reassured during their installation.

Here is a step-by-step guide to what happens on installation day.

1. Arrival and home protection

The team begins by protecting your home. Dust sheets are laid throughout; carpet protectors are positioned on walkways, and stair rods are fitted to prevent movement. This attention to detail helps ensure your floors and furnishings remain protected throughout the installation.

2. Pre-install checks

Before any work begins, the installers complete a series of checks to ensure it's safe to go ahead. This includes:

- A detailed loft inspection before we start work
- A risk assessment to confirm safe working conditions

These steps help confirm that the loft is ready for boarding and that the process will meet safety and quality expectations.

3. Preparing the loft (if quoted for)

If your loft needs additional preparation, it will be carried out at this stage. This may include:

- Insulation removal or adjustment in specific areas
- Enlarging the loft hatch to improve access or meet safety standards

Not every home will require this, but when it is needed, our team handle these steps with professionalism and efficiency.

4. Installation of the LoftZone raised system and user-friendly ladder

This is the main stage of the day, and the moment your loft becomes a safe and functional space! The raised loft system is installed to create a strong and stable platform above your insulation, using engineer-grade plastic supports and galvanised steel beams. The raised structure protects insulation depth, allows airflow and forms the base for your new storage area.

Once the framework is complete, the loft boards are fitted securely to create a smooth, level surface. During this stage, your new loft ladder is also installed. Having been selected specifically for your home and your requirements, the ladder is fitted seamlessly alongside the raised boarding system to provide safe, easy access to your upgraded loft space.

5. Finishing touches for a professional look

To ensure the loft looks neat and well finished, the area around the hatch is lined. This gives the entrance to your loft a clean, polished appearance and helps the whole installation feel like a natural extension of your home.

6. Clean up and home protection

Before the installers leave, we ensure all mess created during the process is tidied. This includes:

- Removing all dust sheets and carpet protectors
- Hoovering any areas used throughout the installation
- Ensuring your loft and landing are left tidy

Most customers are surprised at how clean the process is.

7. Customer sign off

Once the installation is complete, the team takes post-install photos for internal quality checks. Finally, the installer will walk you through the finished loft and ask you to sign to confirm that you are happy with the work.



Thank you for allowing us to quote.

A photograph of a family—a man, a woman, and a child—hugging each other in a kitchen. The scene is framed by a large orange house-shaped outline. The man is on the left, the woman is in the center, and the child is in the foreground. They are all smiling and looking down at each other. The kitchen background includes a window with a view of greenery, shelves with white dishes, and a wooden table.

We look forward to transforming your loft.

Terms & Conditions

The Customer's attention is particularly drawn to clauses 14 and 16

Our terms

1. These terms

1. **What these terms cover.** These are the terms and conditions on which we supply Installation services to you.
2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

1. **Who we are.** We are Instaloft Limited a company registered in England and Wales. Our company registration number is 09273081 and our registered office is at Unit A – Lodge Park, Hortonwood 30, Telford, TF1 7ET. Our registered VAT number is 207970693.
2. **How to contact us.** You can contact us by telephoning our customer service team on 08000463955 or by writing to us at or Unit A Lodge Park, Hortonwood 30, Telford TF1 7ET.

3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
4. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. Quotations.

1. We will ensure that all quotations are produced with as much detail as possible to avoid any misunderstandings. If you are unsure of anything within your quotation you must advise us of this at your earliest convenience so that the quotation may be amended accordingly before any works are agreed. The written quotation supersedes any verbal quotation.
2. Any additional work found necessary is to be agreed by you and us and a revised/additional quotation will be provided prior to works commencing.
3. Acceptance of our quotation by you shall constitute an offer to purchase goods and/or services from us.
4. All quotes are valid for 30 days from the date of the written quotation.

4. Asbestos Surveys.

1. Asbestos surveys are carried out where appropriate to ensure the safety of the householders and our staff. These are provided free of charge as part of an installation.
2. If an asbestos survey is carried out and provided to the customer and the customer subsequently cancels the installation for any reason then a charge of £99 will be issued to the customer for the provision of the asbestos survey.

5. Deposit

1. At the time of accepting our Quotation, or not more than 2 working days after that, you must pay us a Deposit as per clauses 5.2 to 5.6
2. The Deposit will be a minimum of 10% and a maximum of 50% of the total value of the agreed works where the quoted works are to be paid on finance or where the quotation exceeds the value of £2000. We will not confirm an order until the Deposit is paid in full.
3. Should the Deposit not be received as set out in clause 4.1 then we reserve the right to cancel the installation until payment has been received in full. An alternative installation date will then be offered.
4. The Deposit is non-refundable except as set out in Clauses 12.1 to 12.4.
5. Our preferred method of payment for deposits is via direct transfer or debit/credit card. We do not accept payment by cheque or American Express.
6. Should the order be cancelled within the cancellation period set out in clause 12.3 deposits will then be refunded within 14 days.

6. Our Contract with you.

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you. This might be because certain product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we are unable to meet a deadline you have specified.
3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

7. Our Installation

1. **Installation may vary slightly from our pictures.** The images of the products and installations on our website or in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our brochure accurately reflects the colour of the products. Your product and installation will vary from those images.

8. Your rights to make changes

1. If you wish to make a change to your order please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10, *Your rights to end the contract*).

9. Our rights to make changes

1. **Minor changes.** We may change the installation: to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements.

10. Providing the services

1. **When we will provide the services.** During the order process we will let you know when we expect to be able to provide the services to you and commence installation.
2. **We are not responsible for delays outside our control.** If installation is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if

there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

3. **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the installation as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 14.2 will apply.
4. **Setting a new deadline for installation.** If you do not wish to treat the contract as at an end straight away, you can give us a new deadline, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
5. **When you become responsible for the materials.** All materials provided by us or our sub-contractors will be your responsibility from the time we deliver the materials to your address.
6. **When you own materials.** All materials provided by us or our sub-contractors remain our property until full and final payment is received by us.
7. **Removal and Disposal:**
 1. You agree in accordance with your quotation that we may remove and dispose of existing goods to allow for the execution of works. No items will be removed from the loft/attic space by us unless otherwise agreed. No claim may be entered for items disposed of that you wanted to keep if no such notification was given to us before work commenced.
 2. **Movement of Items:** It is assumed that you will remove all items from within the working area unless provision is made within the quotation for this to be fulfilled by us. Unless otherwise agreed the loft area should be cleared prior to the start of installation. A charge at our standard removal rate will be charged if the loft is not emptied prior to commencement of work
 3. **Reasons we may suspend the installation.** We may have to suspend the installation to:

1. deal with technical problems or make minor technical changes;
 2. to reflect changes in relevant laws and regulatory requirements;
 3. to make changes as requested by you or notified by us to you (see clause 8)
4. **Your rights if we suspend the supply installation.** We will contact you in advance to tell you we will be suspending installation, unless the problem is urgent or an emergency. If we have to suspend the installation for longer than two months you may contact us to end the contract and we will refund any sums you have paid in advance for the installation in respect of the period after you end the contract.
5. **We may also suspend installation if you do not pay.** If you do not pay us when you are supposed to (see clause 17.3) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the installation until you have paid us the outstanding amounts. We will contact you to tell you we are suspending installation. We will not suspend the installation where you dispute the unpaid invoice (see clause 17.6). We will not charge you for the installation during the period for which it is suspended. As well as suspending the installation we can also charge you interest on your overdue payments (see clause 17.5).
6. **Health and Safety.** You agree that, unless agreed with a member of staff, that you will not enter the working area until work has been completed and is ready to be inspected. We cannot be held responsible for any injury caused to any third party whilst work is in progress if access into the loft/attic space is made without prior agreement.

11. Our Guarantee.

1. **We guarantee that we will repair or replace any part of your installation that proves faulty or defective through a defect in materials or installation for your lifetime use only, (excluding lightbulbs/ tubes).**

2. **This guarantee does not cover misuse or mishandling of any supplied or installed items provided by us.**
3. **This guarantee is non transferable**
4. **This guarantee does not affect any of your statutory rights as a consumer – see clause 15.2**

12. Your rights to end the contract

1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have paid for, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
2. **If what you have paid for is faulty or mis-described you may have a legal right to end the contract** (or to get the fault repaired or replaced or a service re-performed or to get some of your money back), **see** clause 15;
3. **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 12.2;
4. **If you have just changed your mind, see** clause 12.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions including, without limitation, in respect of any bespoke materials prepared or manufactured which we are not able to reuse;
5. **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 12.4
6. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
 1. we have told you about an upcoming major change which you do not agree to;
 2. we have told you about an error in the price or description of the installation you have ordered and you do not wish to proceed;

3. there is a risk that supply of the installation may be significantly delayed because of events outside our control;
4. we have suspended the installation for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than four weeks; or
5. you have a legal right to end the contract because of something we have done wrong.

7. Exercising your right to change your mind (Consumer Contracts

Regulations 2013). For most installations you have a legal right to change your mind within 14 days of order and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 8. Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

13. How to end the contract with us (including if you have changed your mind)

1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
 1. **Phone or email.** Call customer services on 08000463955 or email us at info@instaloft.co.uk.

2. **By post.** Complete the form included in our brochure and post it to us at the address on the form. Or simply write to us at Instaloft LTD, Unit A Lodge Park, Hortonwood 30, Telford TF1 7ET.
2. **How we will refund you.** We will refund you the price less any deductions provided for in these terms by the method you used for payment. However, we may make deductions from the price, as described below.
3. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind including, without limitation the cost of any bespoke items already ordered or manufactured. The amount deducted in respect of our services will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of you telling us you have changed your mind.

14. Our rights to end the contract

1. **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
 1. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our services, for example, it shall be entirely your responsibility to identify the needs for any planning permission, building regulation consents, building warrants or any other similar consents or approvals and to obtain those which we have not agreed in writing to apply for on your behalf such documents identifying specifically the consents for which we have agreed to pay;

3. you do not, within a reasonable time, allow us access to your premises to supply the services.
2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 14.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract

15. If there is a problem with our services

1. **How to tell us about problems.** If you have any questions or complaints about the installation, please contact us. You can telephone our customer service team on 08000463955 or write to us at info@instaloft.co.uk or Instaloft LTD, Unit a Lodge Park, Hortonwood 30, Telford TF1 7ET.
2. **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

16. Structural Defects:

1. Unless specifically mentioned, no provision is made by us for defects to the building structure or any structurally related objects when carrying out an installation. It is assumed that such surfaces/items are in good condition and suitable to undertake the works agreed.
2. The cost for repair or renewal of any structural defect or movement of any obstruction which is not visible at the time of survey or installation will be chargeable unless allowance for such items is specifically included in the quotation.
3. Lathe & Plaster Ceilings are very old and generally unstable. When having work done there is a risk it will crumble and fall away in smaller or larger areas. We will take every care to ensure this does not happen but accept no responsibility for

repair, replacement or redecoration of ceilings made from lathe and plaster and any such crumbling, cracking or falling away will be strictly age related and not due to damage caused by us.

4. Newly plastered ceiling and ceilings in new build homes may not have been bonded correctly. This may result in small areas of plaster popping off the screws used to hold the plasterboard in place. We take every care to ensure this is minimised but we cannot be held responsible for repair or repainting where these screw pops appear as they are a structural defect as opposed to damage caused by Instaloft LTD.

17. Price and payment

1. **The price for the product.** The price of the installation (which includes VAT where applicable) will be the price as stated in our agreed quotation. We take all reasonable care to ensure that the price of the installation advised to you is correct.
2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply our services, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
3. **When you must pay and how you must pay.** We accept payment with all major credit and debit cards, bank transfer and cash by arrangement. You will be required to make a deposit of a minimum of 10% and a maximum of 50% of the price of the services, before we start providing them – see clause 4. We will invoice you for the balance of the price of the services when we have completed them. You must pay each such invoice within 24 hours from the date of the invoice.
4. **Snagging.** If, upon completion of your installation minor snagging items remain to be corrected, you agree to pay to us 80% of the balance of our final invoice on the initial installation day and the balance on the day in which the snagging items are completed to your reasonable satisfaction.

5. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
6. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

18. Our responsibility for loss or damage suffered by you

1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. See also clause 10.12.
2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the installation as summarised at clause 15.2 and for defective products under the Consumer Protection Act 1987.
3. **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the

services. For example lath and plaster ceilings are very old and generally unstable. There is a risk that, when works are carried out, they may crumble and fall away. We do not accept liability for repair, replacement or redecoration of ceilings made from lath and plaster and any such crumbling, cracking or falling away. This includes damage to carpets and other areas as a result of dust and debris from removing sections of lath and plaster ceilings. Some ceilings have only a thin layer of skim which has not sufficiently bonded and this can result in screw pops where the skim falls off where it has been applied over screw holding plasterboard in place. In the absence of negligence by us, we will not be liable for repairs or redecoration in such circumstances. Likewise, we will not be liable to you or any third party for damage caused to person or property which results from misuse, neglect or overloading of the loft floor or for the misuse of any ladder which may have been installed, nor will we be held liable to you or any third party for damage caused to ceilings, light fittings or decoration after the work is complete, due to movement in the attic/loft space of persons or items outside the limits of the technical specification of the installation.

4. **We are not liable for business losses.** We only supply our services for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

19. How we may use your personal information

1. **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy.

20. Other important terms

1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the property.
3. **Nobody else has any rights under this contract** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 18.1 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Instaloft Ltd is authorised by the Financial Conduct Authority FRN 836646. We act as a credit broker not a lender and offer finance from a panel of lenders

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 12.3.

Appendix 20

Members reports

The section is to receive reports from members on any activities, events, correspondence or issues that they have been involved in and wish to bring to the attention of the council.

Only these elements of their report will be minuted.

Members reports may be summarised for the purposes of the minutes. The minutes will be written in order to comply with the council's duties under GDPR.

Members should avoid making political statements or giving opinions on matters of business. (Which shall not be minuted).

Ordinarily no debate will take place on the content of a members report (at the discretion of the Chair).

No motions should be proposed during members reports unless they are motions that can be proposed without written notice as set out in Standing order 22.

The Chair may elect to conclude members reports in its entirety before dealing with any motion (if seconded) moved in accordance with standing orders.



LLANHARAN COMMUNITY COUNCIL TRAINING PLAN

Review 2025/26 - 2026/27

Plan approved:

Minute reference:

Background to annual review

Llanharan Community Council has a statutory duty under section 67 of the Local Government and Elections (Wales) Act 2021 to implement a plan setting out what it proposes to do to address the training needs of councillors and employees.

The training plan was prepared based on guidance issued by One Voice Wales and the Society of Local Council Clerks. Councillor roles and employee roles have been assessed by reference to a set of core competencies for each role. This assessment has enabled the Council to prioritise its resources to enable all roles within the Council to be supported by a well thought out approach to its training and development needs. The commitment contained in this training plan will assist the Council to enhance its approach to the delivery of high-quality services to its community. The plan will be reviewed at least on an annual basis to ensure that it remains fit for purpose and accounts for the changing needs of councillors and employees as well as any turnover of councillors or employees.

The purpose of the training plan is to ensure that collectively, councillors and employees possess the knowledge and awareness needed for the Council to operate effectively. It is not necessary for all councillors and employees to have received the same training and develop the same expertise.

A new training plan must be put in place after each ordinary election of community and town councillors to reflect the training needs resulting from changes to council membership and to provide for the election of new councillors. This is the Community Council's first training plan but hereinafter it will review the plan from time to time to keep it up to date and relevant.

Regarding council employees, annual performance reviews identify individual training opportunities. To determine councillors' immediate training priorities an initial training needs analysis has been made of the essential skills needed and an assessment made as to whether the Council feels there is sufficient



coverage and depth across the Council for it to operate effectively.

The Clerk will help guide and support new members during the first 6 to 12 months of their term of office. A further assessment of councillor training needs will be conducted later in the financial year, when new councillors have had more time to settle-in and have become fully accustomed with their roles and responsibilities.

Notwithstanding this, there are core areas to address to ensure the Council has sufficient skills and understanding. These are:

- Basic Induction for Councillors.
- The Code of Conduct for members of local authorities in Wales.
- Financial Management and Governance.

In addition to these areas, the Council will want to consider if there are new challenges and opportunities it may wish to explore for example, such as those offered by the General Power of Competence. In which case it may decide there are new skills for councillors and employees to attain going forward from the publication of this inaugural training plan.

This training plan identifies initial requirements and is a snapshot of the training needs at this point in time. The plan will be revisited and updated periodically over the next five years and leading up to the next set of local government ordinary elections planned for May 2027.

The training plan is published on the Council Website.

The Council's training plan is set out in the following tables.

Training completed by current Councillors is listed at the bottom of this document. (Note: The list is not exhaustive and may not cover any training completed prior to 2021. Should any members have evidence of any training completed but not listed in this period, please contact the Clerk so the record can be updated).

Member training						
WHO	WHAT	HOW	WHEN	COMMENTARY	REVIEW 25 PROGRESS	COMPLETED 25/26 (total over time)
All councillors	Basic in-house induction to the Council	Induction pack and one to one advice/support delivered by Clerk.	At point of election/co-option	<p>Basic induction providing an overview and understanding of how the Council operates. A member information pack was issued to all new Councillors to support the induction Program incorporating the following:</p> <ul style="list-style-type: none"> -Financial regulations. -Standing orders. -Good Councillor's guide. -Schedule of code of conduct. -Ombudsman's guide to code of conduct. -OVW Code of conduct online training pack -Declaration of acceptance of office - Councillor personal information sheet - Register of members interest form. - Vexatious policy 	To be completed by all new councillors within 6 months	All new councillors
All councillors	OVW training module – 'New Councillor induction'	Formal training	Within 6 months of taking office (new councillors)		To be completed by all new councillors within 6 months	All new councillors
All councillors	OVW training module 1 – The Council	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • The Council as a Corporate Body • The "Team" of Members and Staff • The Council's Role • Working with Unitary Authorities 	Proposed for all non-county borough members who	All new councillors

				<ul style="list-style-type: none"> Building Partnership Working 	<p>have not completed minus those who have self-assessed as not required and those who have not already attended (9)</p>	
All councillors	OVW training module 2 – The Councillor	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> The Councillor and their Commitment Register of Interests Code of Conduct and Ethical Behaviour Monitoring Officers and Standards Committees Debating and Making Decisions Representing Your Electorate Building Bridges 	<p>Proposed for all non-county borough members who have not completed minus those who have self-assessed as not required and those who have not already attended (9)</p>	All new councillors (4)
All councillors	OVW training module 4 – Understanding	Formal training	Over financial years 2024/25 and	<ul style="list-style-type: none"> Statutory duties and powers Ultra Vires The Powers of Delegation 	<p>Proposed for 33% of members</p>	1 new councillor (2)

	the law		2025/26	<ul style="list-style-type: none"> • Welsh Language Act • The duty to promote Equal Opportunities • Data Protection and FOI Act • Sources of advice 	upon request minus one member who has attended. (4)	
All councillors	OVW training module 7 – Health & Safety	Formal training	Over financial years 2024/25 and 2025/26	To explore the legal obligations of Councils and to highlight the processes and procedures that need to be in place to ensure compliance.	Proposed For 33% of members upon request minus one member who has attended (4).	1 (2)
All councillors	OVW training module 9 – Code of conduct	Formal training	Over financial years 2024/25 and 2025/26	<p>A highly interactive and informative module that enables participants to understand the Nolan principles of public life and develop a more in-depth knowledge of the Code of Conduct and how it applies to local Councillors.</p> <p>The module specifically covers the following:</p> <p>The Nolan Principles What Councillors must do and must not do Personal/Prejudicial interests Predetermination & Predisposition How the Code is Policed</p> <p>Note: The Council's Standing Orders dictate that this training must be carried out within 6 months of a member signing their declaration of acceptance of office.</p>	Proposed for non-county borough members who have not completed minus those who have self-assessed as not required and those who have not already attended (9)	2 (5)

Council and Committee Chairs	OVW training module 5 – The Council meeting	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • Calling meetings • Types of meetings • Standing Orders • Agendas • Conducting the meeting • Passing resolutions • Recording proceedings 	Proposed for 33% of members upon request (5)	1 (1)
Council and Committee Chairs	OVW training module 10 – Chairing skills	Formal training	Over financial years 2024/25 and 2025/26	To explore the role of the Chair and to consider the associated issues and highlight effective approaches to effective chairing of meetings	Proposed for all Council and Committee Chairs and Deputy Chairs. Taking into account those current chairs and deputies who have already attended = 5 (Est 3 tbc)	1 (5)
Members of the Audit Committee	OVW training module 6 – Local government finance	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> • The Role of the Responsible Finance Officer • Accounting and Strategy Guidance • Financial Regulations and Risk Assessment • Budgets and Precepts • Internal and External Audit • Insurance • Income and Expenditure Powers • Other Sources of Income 	Proposed for members of Audit committee (5)	1 (1)

Members of the Audit Committee	OVW training module 21 – Understanding local government finance - Advanced	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> Governance and Accountability Roles and Responsibilities The Annual Governance Statement The Statement of Accounts Internal Controls and their Review Compliance with the Law The Rights of Electors Risk Assessment Internal Audit Liabilities and Commitments Trust Funds Reserves and Provisions Investments 	Proposed for members of Audit Committee except one member who has already attended (4)	0 (1)
Members of the Human Resource Committee	OVW training module 3 – The council as an employer.	Formal training	Over financial years 2024/25 and 2025/26	<ul style="list-style-type: none"> Contracts of Employment Role and Person Specification Recruitment and Retention Discipline, Grievance and Appeals Health and Safety Training and Development Sources of Advice 	Proposed for members of HR Committee (5)	0 (1)
Members of the Human Resource Committee	OVW training module 18 – Managing staff	Formal training	Over financial years 2024/25 and 2025/26	To provide an insight into the ways in which Councils can arrange for the effective management of their staff.	Proposed for members of HR Committee (5)	0 (0)
Members of the Community engagement	OVW training module 8 – Introduction	Formal training	Over financial years 2024/25 and 2025/26	The aim of this introductory module is to explore what is meant by the term 'community engagement' and how councils and Councillors can improve how they engage with the communities	Proposed for members of CEC (5)	0 (0)

committee	to Community engagement			they serve. Using an interactive approach, the module explores why, how and where Councillors currently engage with their communities. The session includes a brief overview of key public policy in relation to community engagement and covers the key elements and terminology of community engagement. There is an opportunity for Councillors to share and learn from their personal experiences and the session ends with a community engagement planning exercise.		
Members of the Community engagement committee	OVW training module 13 – Community engagement Part 2 (Tools and techniques)	Formal training	Over financial years 2024/25 and 2025/26	To provide an insight into the way in which Councils can build on community engagement approaches and provide real leadership to help their communities and towns grow and thrive.	Proposed for members of CEC (5)	0 (0)
Staff training						
The Clerk and / or Deputy Clerk	Certificate in Local Council Administration (CILCA)	Formal Qualification	Financial year 2025/26	The CILCA qualification is the SLCC recognized formal qualification for Council Officers. The qualification provides a broad knowledge of all the aspects of a clerk's work including roles and responsibilities, the law, procedures, finance planning and community involvement. CILCA has been tailored to meet the occupational standards for clerks and chief officers of a local council. The Clerk being CILCA qualified is one of the requirements for a council to achieve the General power of competence.	Proposed for the Clerk (1)	Commenced April 2026. Asst clerk commenced ILCA Feb 26

The Clerk and/or Deputy Clerk	OVW training modules 1-10 Plus modules 13-20 and module 22.	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)	3, 5, 10 done
The Responsible Financial Officer (RFO)	OVW training modules 6 and 21.	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)	(1)
Senior grounds-person and groundsperson	Manual handling	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)	
Senior grounds-person and groundsperson	Hand-Arm Vibration training.	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)	
Senior grounds-person and groundsperson	Lone worker safety	Formal Qualification	Over financial years 2024/25 and 2025/26		Proposed (1)	

ESTIMATED COSTS OF THE TRAINING FOR MEMBERS IN EACH FINANCIAL YEAR FOR THE CURRENT COUNCIL TERM TO MAY 2027 (To be included in the annual budget for each of the remaining financial years of the term):
 (This table to include the amount in the 2024/25 budget)
 Note: This analysis assumes no change of membership of the council and assumes a total of 4 chairs (for 6 positions).
 It also assumes a 75% take up of the training by members

Financial Year	Amount to be included in the budget at 2024 Prices	Comments
2024/25	£1,080	Comprising all costs for training detailed above for members training split over 2 years. Note 2024/25 budget is £750 for member training so virements from general reserves would be required to meet this plan should all training be completed.
2025/26	£1,080	Comprising all costs for training detailed above for members training split over 2 years.
2026/27	£1,100	

Note: Members to arrange their own training in line with this plan, informing the Clerk accordingly. Where limited spaces are allocated by the plan then members to check with the Clerk prior to booking.

ESTIMATED COSTS OF THE TRAINING FOR STAFF IN EACH FINANCIAL YEAR FOR THE CURRENT COUNCIL TERM TO MAY 2027 (To be included in the annual

budget for each of the remaining financial years of the term):

(This table to include the amount in the current 2024/25 budget)

Note: This analysis assumes no change of staff headcount or staff turnover.

It also assumes a 75% take up of the training by staff

Financial Year	Amount to be included in the budget at 2024 Prices	Comments
2024/25	£605	Comprising all costs for training detailed above for staff training split over 2 years. Note 2024/25 budget is £750 for staff training so no virements from general reserves would be required to meet this plan should all training be completed over 2 years.
2025/26	£1,605	Comprising all costs for training detailed above for staff training split over 2 years. Plus CILCA
2026/27	£1,800	

Current training log (at May 2026)

Member	Training	Date
Mark Steer	Biodiversity Part 2 – Module 26	May 25
	Ovw Section 6 Biodiversity workshop	November 25
	Biodiversity Part 1 – Module 25	May 25
	Code of Conduct – Module 9	June 25
	Chairing Skills – Module 10	August 23
	RCT Code of Conduct Training	June 22
Claire Morgan	New Councillor Induction	November 24
	Code of Conduct – Module 9	February 25
	The Council – Module 1	TBC
	The Councillor - Module 2	October 25
	Local Government Finance – Module 6	TBC
Rhys.A.Jenkins	New Councillor Induction	March 25
Neil Feist	Making Effective Grant Applications – Module 7	Aug 24
	Chairing Skills – Module 10	Sept 23
	The Councillor as an Employer – Module 3	Sept 23
	Health and Safety – Module 7	August 23
	RCT Code of Conduct	June 22
David Evans	Chairing Skills – Module 10	July 23
Chris Parker	Advanced Local Government Finances – Module 21	Dec 21

Janine Turner	The Councillor – Module 2	Jan 22
	Chairing Skills – Module 10	Dec 21
Will Thomas	Role of a Councillor	2014
	Assessing Planning Applications	2015
	RCT Code of Conduct Training	June 22
	ROSPA Routine Playground inspection course	28 th August 2025
Geraint Hopkins	RCT Code of Conduct Training	June 22
Rhys Jenkins	Chairing skills – Module 10	June 25
Nick Richards	New Councillor induction	June 25
	The Council Meeting - Module 5	July 25
	The Council - Module 1	July 25
	Local Government Finance - Module 6	August 25
	The Councillor - Module 2	July 25
	the Council as an Employer BOOKED	TBD
Andrew Morgan	New Councillor Induction	August 25
	The Council – Module 1	August 25
	The Councillor – Module 2	August 25
	Understanding the law – Module 4	August 25
	Code of Conduct	August 25
	Health and safety – Module 7	Sept 25
	Biodiversity P1 – Module 25	Sept 25
	Biodiversity P2 – Module 26	Sept 25

	RCTCBC Premises Management Workshop	March 26
	Chairing Skills – Module 10	Booked - May 26
	Local Government Finance – Module 6	Booked - June 26
	Advanced Local Government Finance – Module 21	Booked - June 26
	Finance & Government Toolkit – Module 24	Booked - June 26
	Effective Staff Management – Module 18	Booked - June 26
Andrea James	New Councillor Induction	12 July 2022

Staff Member	Training	Date
Leigh Smith	The Council as an Employer – Module 3	Sept 23
	The Council Meeting – Module 5	August 23
	Chairing Skills – Module 10	August 23
	Legionella responsibilities of a Duty Holder	August 24
	ROSPA Routine Playground inspection course	28 th August 25
	SLCC Level 1 – Safeguarding everyone - BOOKED	TBA
	RCTCBC Premises Management Workshop	March 26
	OVW Planning aid Wales - Improving our local places (Planning and place-making)	March 26
	OVW – Devolution of services training	March 26
	CILCA – Intake April 2026.	April 26 -
	RCT Together Community Resilience and engagement workshop.	April 26
Rebecca Jenkins	Cloudy IT seminar – Maesteg	17 th Sept 25
	Supporting community groups & facilities in RCT	19 th Sept 25
	Managing a community building webinar	10 th Sept 25
	SLCC Level 1 – Safeguarding everyone	8 th January 26
	ILCA	Feb 26 -
	RCTCBC Premises Management Workshop	March 26

Lisa Phillips	Cloudy IT seminar – Maesteg	17 th Sept 25
	OVW Module 28	15 th April 26
	ACCOUNTS CLOSURE AND PREPARATION OF THE ANNUAL RETURN FOR SUBMISSION TO AUDIT WALES	March 26
Paul Beach	ROSPA Routine Playground inspection course	28 th August 25
Paul Harris	ROSPA Routine Playground inspection course	28 th August 25

Appendix 22

To consider whether to formally comment on pending pre-planning consultations or planning applications.

Members are reminded that objections should only be submitted when objecting on material grounds. No other objections will be taken into account by RCT officers.

Material considerations can include (but are not limited to):

- Overlooking/loss of privacy
- Loss of light or overshadowing
- Parking
- Highway safety
- Traffic
- Noise
- Effect on listed building and conservation area
- Layout and density of building
- Design, appearance and materials
- Government policy
- Disabled persons' access
- Proposals in the Development Plan
- Previous planning decisions (including appeal decisions)
- Nature conservation

However, issues such as loss of view, or negative effect on the value of properties are not material considerations.

There is no set list defining material considerations, your Local Planning Authority will decide what is deemed to be 'material'.

Planning matters are sent to members as they are received. Where the deadline for the submission of comments falls after the next council meeting and a member wishes to bring a motion for the council to formally comment on an application, they should inform the Clerk and the Clerk will apply for an extension to the deadline for submission of comments.

Dewiswch iaith a diwyg eich dogfen | Available in alternative formats and languages

Croesawn ohebu yn Gymraeg a fydd gohebu yn y Gymraeg ddim yn arwain at oedi.

Rhowch wybod inni beth yw'ch dewis iaith e.e Cymraeg neu'n ddwyieithog.

We welcome correspondence in Welsh and corresponding with us in Welsh will not lead to a delay.

Let us know your language choice if Welsh or bilingual.



To: Llanharan Community Council
Community Councillor

Date: 13th April 2026
Our Ref: 26/0257/FUL
Please ask for: Charlotte Gibbs
Telephone: 01443 281130
Email: Charlotte.Gibbs@rctcbc.gov.uk

Dear Councillor,

TOWN AND COUNTRY PLANNING ACT 1990

Fy Nghyf/My Ref:
Datblygiad Arfaethedig / Proposal:
Lleoliad / Location

26/0257/FUL
Erect a conservatory to the rear elevation
2 St Ilid's Meadow, Llanharan, Rhondda
Cynon Taf, CF72 9FX

CONSULTATION - COMMENTS TO BE RECEIVED BY: 04.05.2026..

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

Charlotte Gibbs

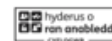
Planning Officer

Simon Gale
Cyfarwyddwr Materion Tai ac Adfywio
Director of Housing and Regeneration
Cyngor Bwrdeistref Sirol Rhondda Cynon Taf
Rhondda Cynon Taf County Borough Council
Llawr 2, 2 Llys Cadwyn, Stryd y Taf,
Floor 2, 2 Llys Cadwyn, Taff Street,
Pontypridd, CF37 4TH

Dylid cyfeirio pob gohebiaeth at/All correspondence should be addressed to
Cymorth i Fusnesau, Tŷ Elái, Ystad Ddiwydiannol Dinas Isaf, Trewiliam, Tonypanyd, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypanyd, CF40 1NY



MAE EICH DATA O BWYS www.rctcbc.gov.uk/diogeludata
YOUR DATA MATTERS www.rctcbc.gov.uk/dataprotection



Dewiswch iaith a diwyg eich dogfen | Available in alternative formats and languages

Croesawn ohebu yn Gymraeg a fydd gohebu yn y Gymraeg ddim yn arwain at oedi.

Rhowch wybod inni beth yw'ch dewis iaith e.e Cymraeg neu'n ddwyieithog.

We welcome correspondence in Welsh and corresponding with us in Welsh will not lead to a delay.

Let us know your language choice if Welsh or bilingual.



To: Llanharan Community Council
Community Councillor

Date: 20th March 2026
Our Ref: 26/0196/FUL
Please ask for: Charlotte Gibbs
Telephone: 01443 281130
Email: Charlotte.Gibbs@rctcbc.gov.uk

Dear Councillor,

TOWN AND COUNTRY PLANNING ACT 1990

Fy Nghyf/My Ref:
Datblygiad Arfaethedig / Proposal:

26/0196/FUL

Erection of a single storey side extension,
two storey front extension and raising the
ridge of the existing roof

Lleoliad / Location

Whiteoaks, Gellifedi Road, Brynna,
Rhondda Cynon Taf CF72 9QG

CONSULTATION - COMMENTS TO BE RECEIVED BY: 10.04.2026..

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

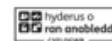
Yours faithfully

Simon Gale
Cyfarwyddwr Materion Tai ac Adfywio
Director of Housing and Regeneration
Cyngor Bwrdeistref Sirol Rhondda Cynon Taf
Rhondda Cynon Taf County Borough Council
Llawr 2, 2 Lllys Cadwyn, Stryd y Taf,
Floor 2, 2 Lllys Cadwyn, Taff Street,
Pontypridd, CF37 4TH

Dylid cyfeirio pob gohebiaeth at/All correspondence should be addressed to
Cymorth i Fusnesau, Tŷ Elái, Ystad Ddiwydiannol Dinas Isaf, Trewiliam, Tonypanyd, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypanyd, CF40 1NY



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YOUR DATA MATTERS www.rctcbc.gov.uk/dataprotection



Charlotte Gibbs

Planning Officer

Dewiswch iaith a diwyg eich dogfen | Available in alternative formats and languages

Croesawn ohebu yn Gymraeg a fydd gohebu yn y Gymraeg ddim yn arwain at oedi.

Rhowch wybod inni beth yw'ch dewis iaith e.e Cymraeg neu'n ddwyieithog.

We welcome correspondence in Welsh and corresponding with us in Welsh will not lead to a delay.

Let us know your language choice if Welsh or bilingual.



To: Llanharan Community Council
Community Councillor

Date: 16th April 2026
Our Ref: 26/0302/FUL
Please ask for: James Emery
Telephone: 01443 281130
Email: james.emery@rctcbc.gov.uk

Dear Councillor,

TOWN AND COUNTRY PLANNING ACT 1990

Fy Nghyf/My Ref:
Datblygiad Arfaethedig / Proposal:

26/0302/FUL

The construction of four affordable residential dwellings, together with associated parking and ancillary works.

Lleoliad / Location

Land Adjacent To 197 Meadow Rise,
Brynna, , ,

CONSULTATION - COMMENTS TO BE RECEIVED BY: 07.05.2026..

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

Simon Gale
Cyfarwyddwr Materion Tai ac Adfywio
Director of Housing and Regeneration
Cyngor Bwrdeistref Sirol Rhondda Cynon Taf
Rhondda Cynon Taf County Borough Council
Llawr 2, 2 Lllys Cadwyn, Stryd y Taf,
Floor 2, 2 Lllys Cadwyn, Taff Street,
Pontypridd, CF37 4TH

Dylid cyfeirio pob gohebiaeth at/All correspondence should be addressed to
Cymorth i Fusnesau, Tŷ Elái, Ystad Ddiwydiannol Dinas Isaf, Trewiliam, Tonypanyd, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypanyd, CF40 1NY



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YOUR DATA MATTERS www.rctcbc.gov.uk/dataprotection



James Emery

Planning Officer

Appendix 23

Memorial Garden update

Construction commenced in 2025.

- The concrete base and first courses of blockwork are in place.
- In consultation with RCT Building Control, the builder has suggested a minor change in design to the Garage. (See below).

Summary of suggested alterations to design.

- Change to direction of the flat roof
- Slight reduction in overall height
- Drainage direction adjusted (rainwater flow)
- No change to footprint (still approx. 6000mm × 8000mm)
- No change to use, materials or general appearance (garage with roller doors).

The builder reports that this change would provide for a simpler construction and provide benefits to the Council in the form of a greater front roller shutter door opening height and to the public in that the slope of the roof would not be orientated towards houses reducing the risk of glare and more pleasing aesthetically.

The Clerk has contacted RCT Planning to ascertain whether a non-material amendment application would be necessary and construction has paused pending the receipt of this information and consent from the Council.

Note: The next payment milestone (30%) is due on the erection of the garage (Secure and watertight with doors fitted).

Consideration for decision.

Whether to approve the proposed alteration in design subject to formal permission (if required) from RCT planning, and to authorise the officers to make the necessary submissions as required.

- We are still awaiting the completion certificate for the sewer diversion from Dwr Cymru/Welsh Water. The Clerk has chased repeatedly over several months.

- Vale consultancy has informed officers that despite previously informing that the Suds (Sustainable drainage) design had been approved, this was not actually the case and the application has been resubmitted.

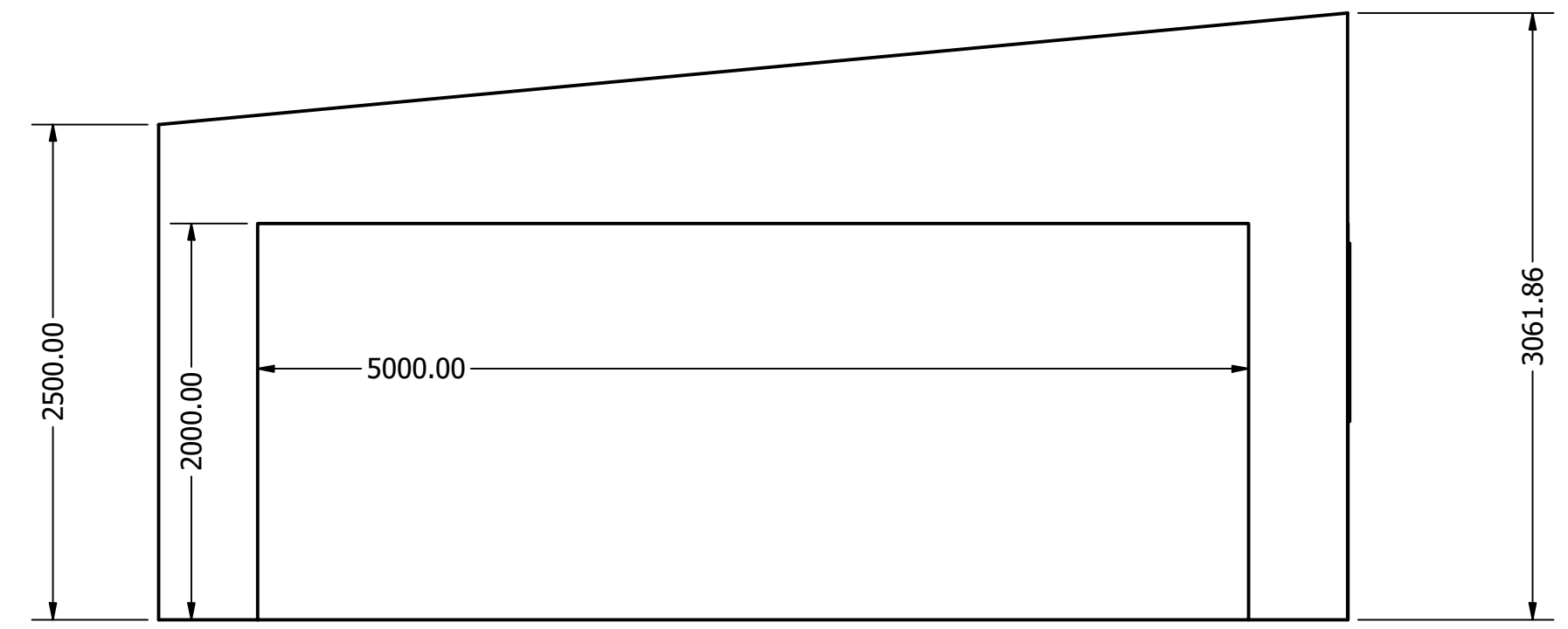
The Clerk has spoken to RCT officers who report that only minor amendments are required and Vale expect to complete them and submit to RCT by 12th June 2026. They see no reasons why the approval cannot be issued then.

- Note that construction of the garden itself including the driveway, parking spaces and resin surfacing cannot commence until the DCWW Completion certificate and Suds designs are both in place.

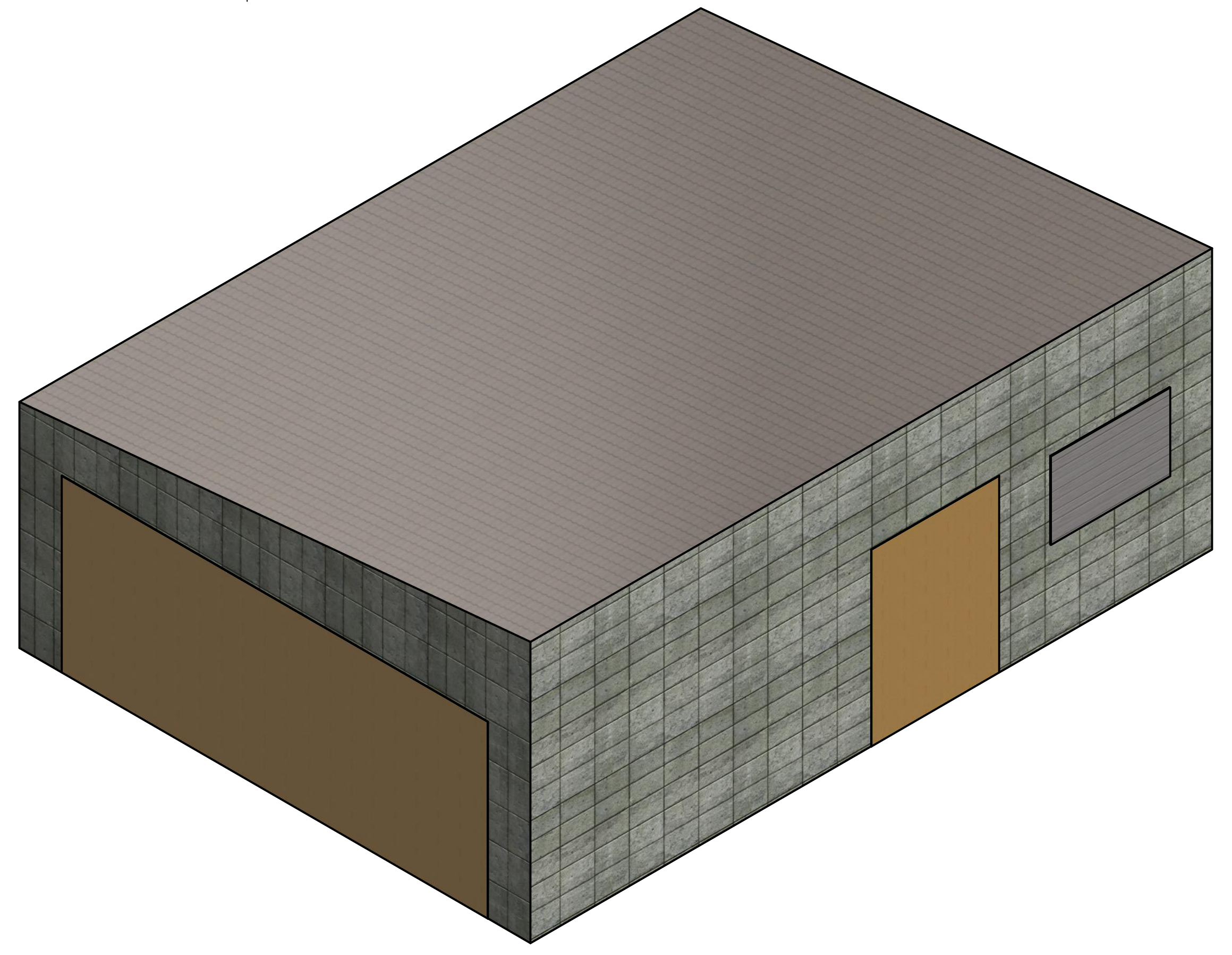
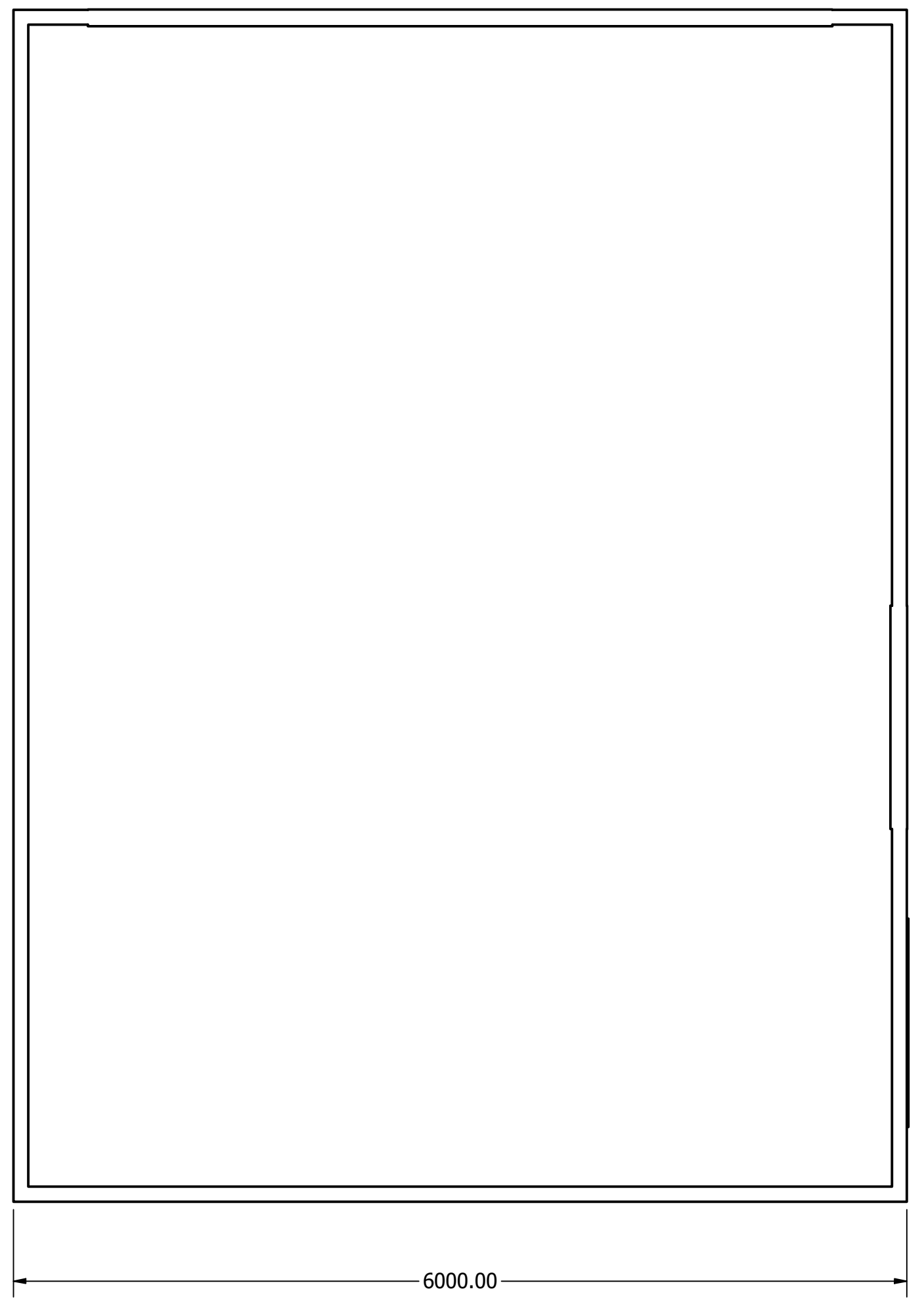
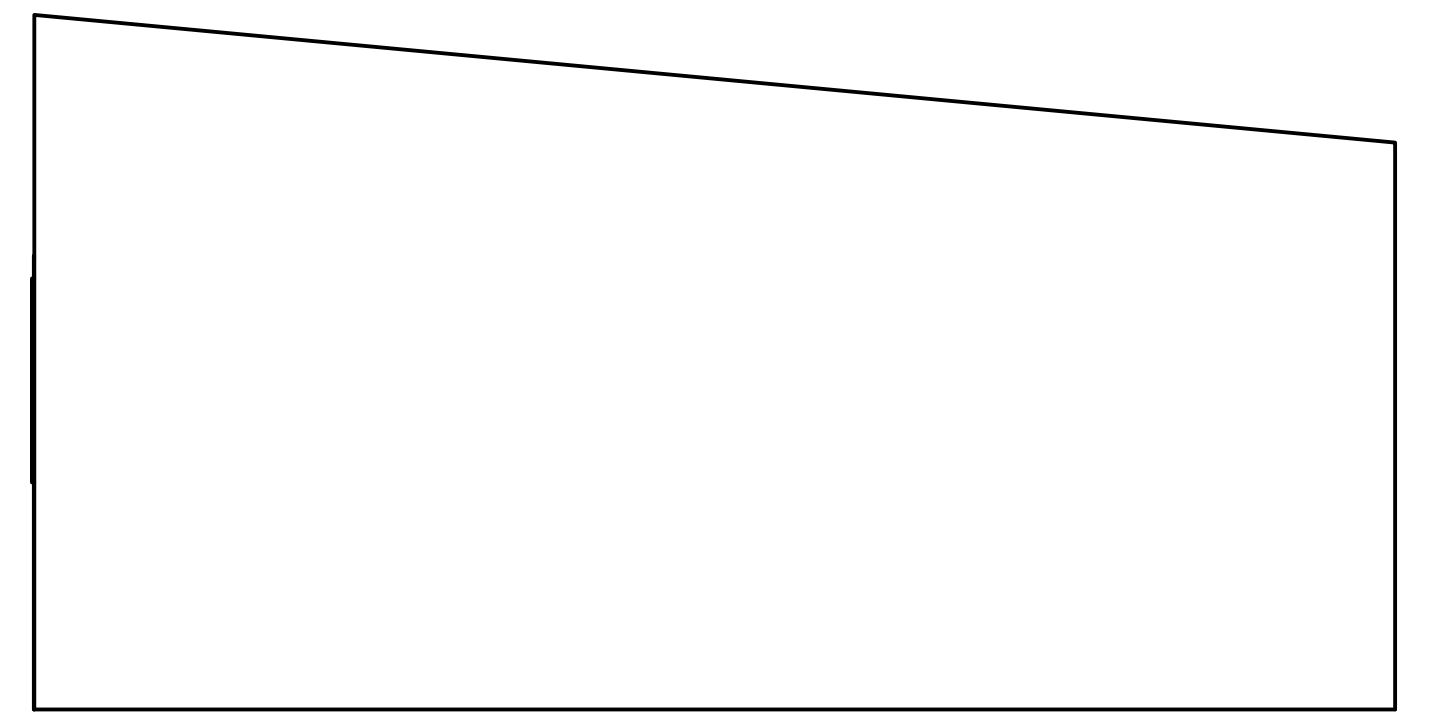
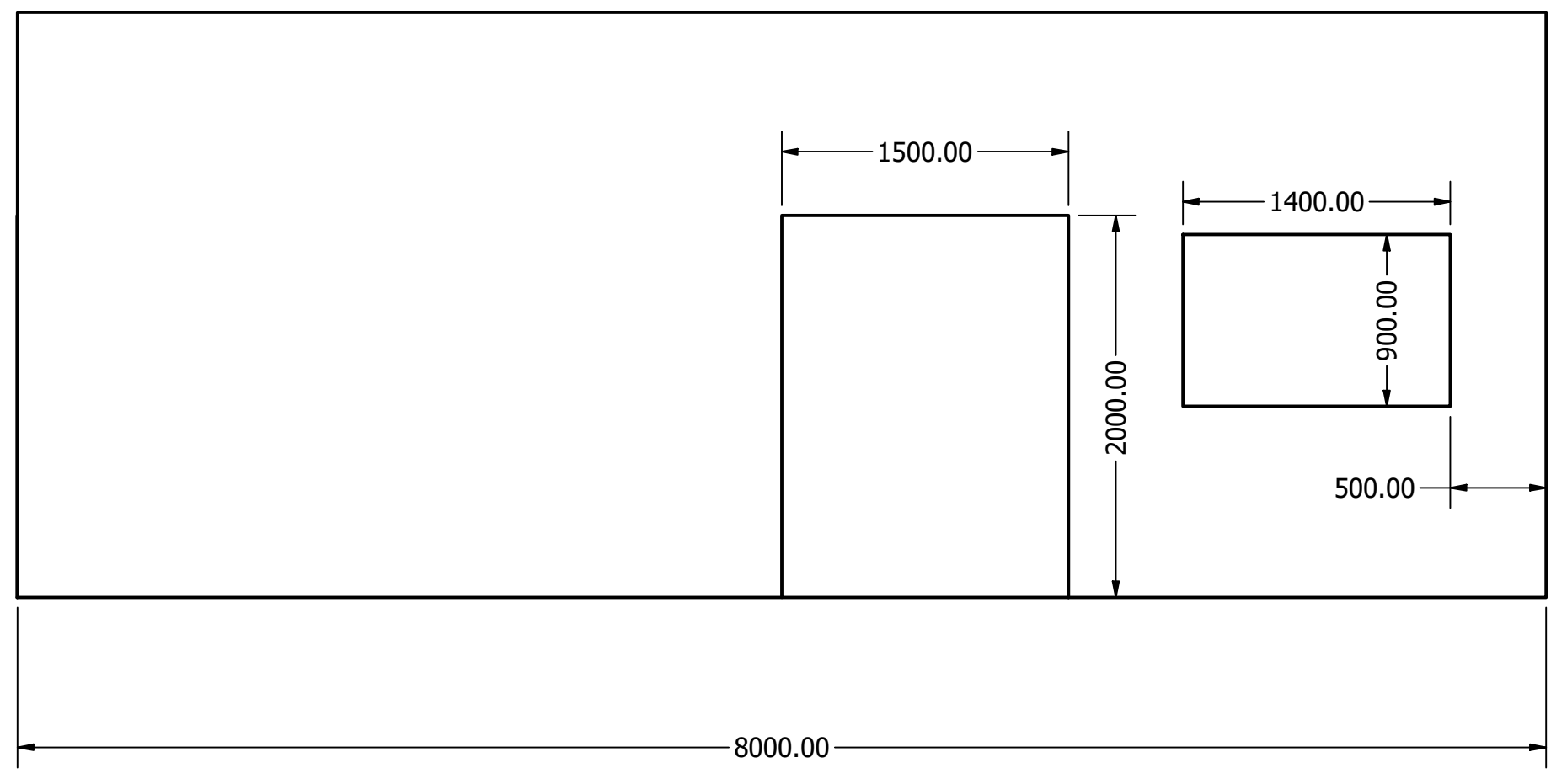
Note:

1. The current dedication is to the former Peterston-super-Montem Parish Council
2. There is no centrepiece feature included inside the railings in the current design, nor has funding been allocated for this.

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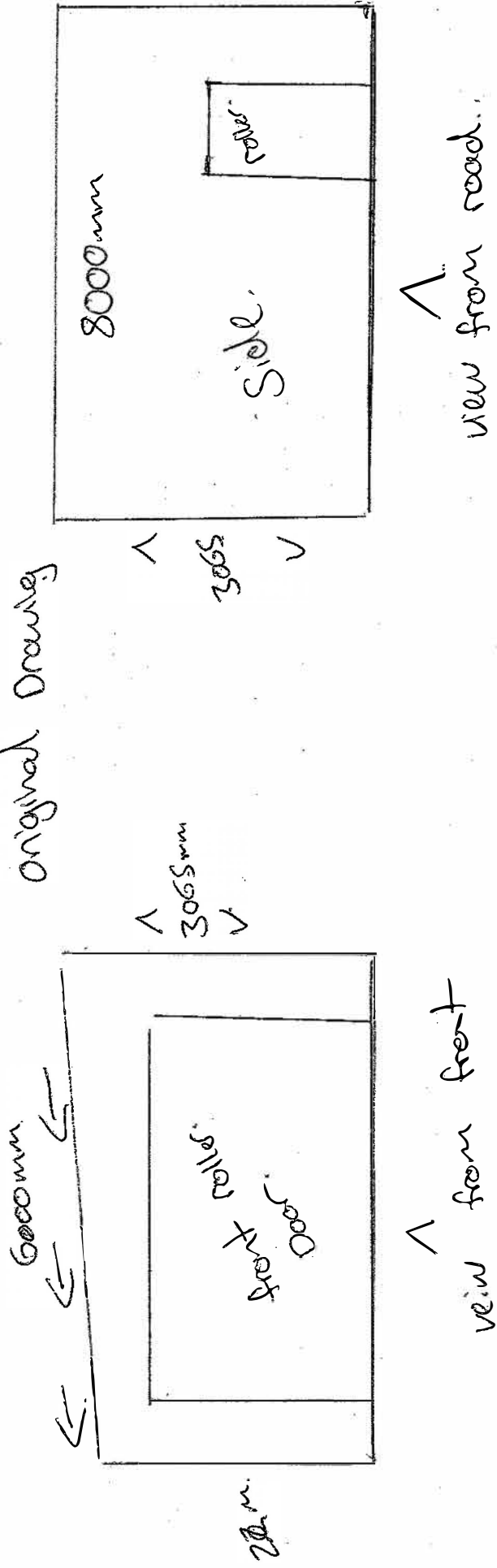
Access from Driveway
SCALE 0.03 : 1



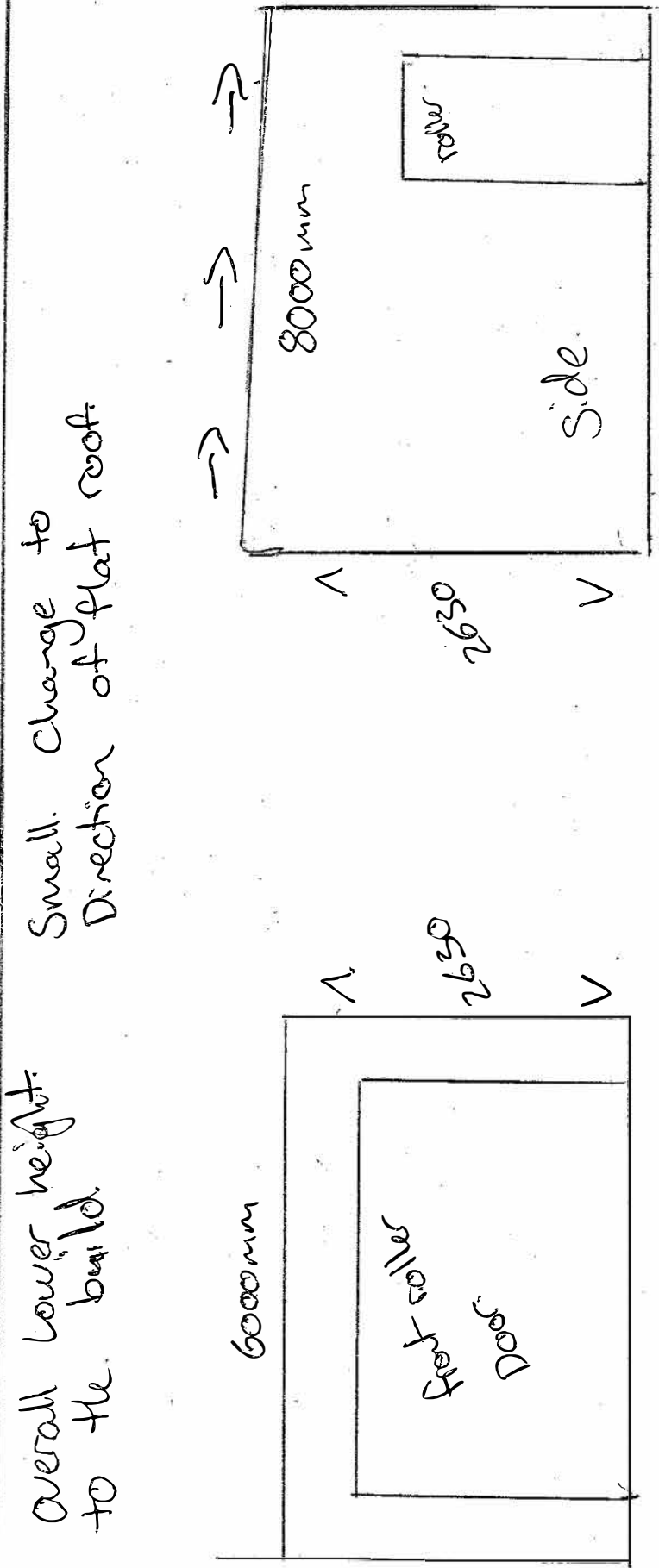
All dimensions in MM.

DRAWN	Llanharan CC	11/11/2020		
CHECKED			TITLE	
QA			Council Storage Shed	
MFG			SIZE	DWG NO
APPROVED			D	Council shed Rev B
			SCALE	REV
			0.03 : 1	B
				SHEET 1 OF 1

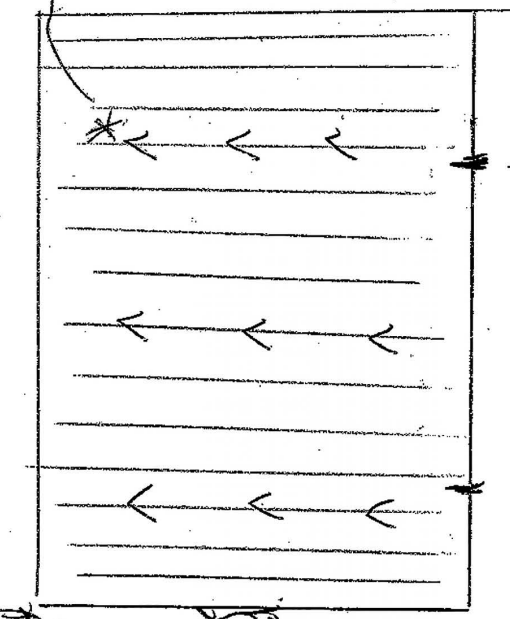
Original design



Proposed amended design

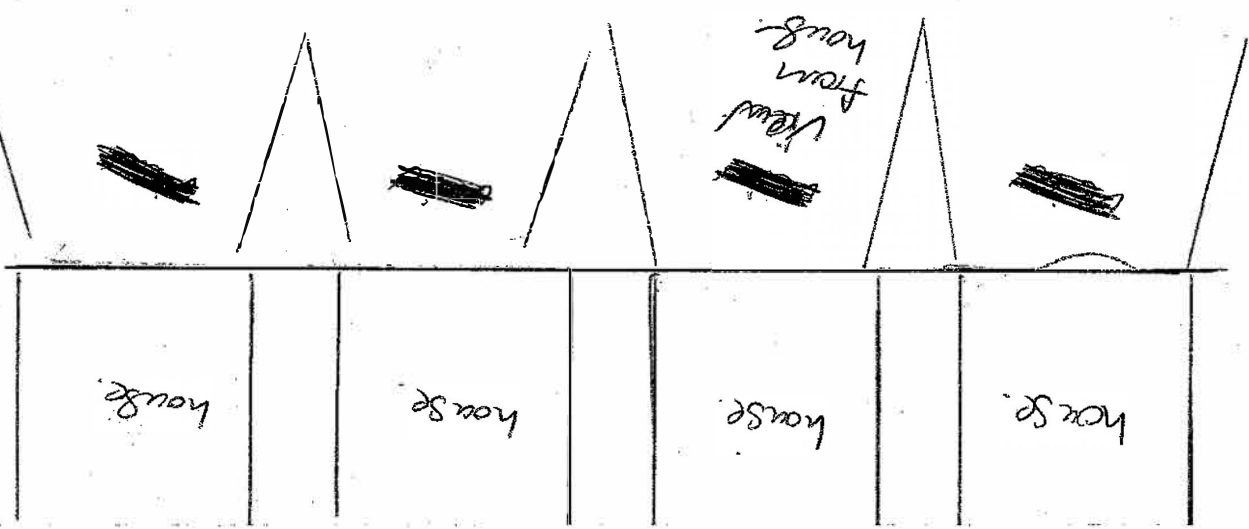


rain water collector point will not change from original drawing



rain water to run in this direction to avoid glare to houses

Path for fence maintenance in need



Benefits

- * No Sun glare for neighbours
- * overall lower height of building from original Drawing

Overall the small change to the direction of the flat roof will benefit the surrounding neighbours as it will take away any possible sun glare towards the houses and it will allow a stronger structure and it will allow for the structural calculations to pass for building control