



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 18th December 2025.

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

Members Present:

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

Apologies: none

Absent: none

Clerk to the Council: Leigh Smith

RFO/Deputy Clerk: Lisa Phillips

Assistant Clerk: Rebecca Jenkins

2 Members of the Public

2025/305 Welcome and Apologies

The Chair welcomed all attendees to the meeting.



2025/306 Disclosures of Personal and/or Prejudicial Interests

Cllr Neil Feist declared general personal interests being a member of Cycling UK a joint holder of an allotment tenancy and a member of Llanharan RFC.

Cllr Chris Parker declared a personal interest in agenda item 11 (minute ref 2025/315) being a volunteer at the Pantry.

Cllr Geraint Hopkins declared a personal interest being President of Llanharan Rugby Club.

Cllr Janine Turner declared a personal and prejudicial interest in agenda item 16 (minute ref 2025/334).

The Clerk declared an interest in agenda item 16 (minute ref 2025/334).

2025/307 Public Speaking

None

2025/308 Minutes of Ordinary Meeting of the Council held on 20th November 2025

RESOLVED

To approve the minutes of the ordinary council meeting held on 20th November 2025 as a true and accurate record.

2025/309 Current casual vacancies of the Council

Noted

The statutory period where an election may be called having elapsed, the vacancy in the Brynna ward arising from the resignation of Cllr Claire Morgan is now available for co-option. The council now having two vacancies eligible for co-option in the Brynna ward and one in the Llanilid ward.



2025/310 Community Council Action Plan

Noted

2025/311 Correspondence

None

2025/312 Community Crime Statistics

Noted

2025/313 Council Expenditure for November 2025

RESOLVED

To approve expenditure for November 2025 as shown in payment schedule 'Appendix 5' presented to the meeting.

2025/314 Year-To-Date Spend vs Budget

Noted

2025/315 Pantry Finances Report

Noted

2025/316 Bryncae Community Centre Finance Report

Noted

2025/317 Audit completion notice for 31st March 2025

Noted

2025/318 Audit Wales Auditor General's report on the 2024/25 AGAR, being an unqualified audit

Noted with expressions of appreciation to the RFO and staff.



2025/319 Resolutions and recommendations of the Trens and Ewenni Crossings Project (TEC) Committee held on 27th November 2025

NOTED

TEC2025/037 Scheme of Delegation for the Ewenny Bridge Project

RESOLVED

To adopt the scheme of delegation as presented in Appendix 3 to the meeting subject to the following alteration: That the value of £2,500 be replaced with the value £4,000 in the line, “The decision does not incur or commit expenditure likely to exceed £2,500(exclusive of VAT, if applicable)”

TEC2025/039 ‘Decisions made tracker’ and ‘decisions required. Log’ and to consider the decisions required.

A1) RESOLVED To instruct Burroughs that the Council wishes to submit a planning LDC (Lawful Development Certificate) application and to obtain 3 prices from suitable planning consultants from which the Council will select, in order to facilitate the application.

A3) RESOLVED To indicate consent for Burroughs to engage directly with the LPA, NRW and DCWW as well as the Wildlife Trust of South and West Wales and those other groups and organisations explicitly mentioned in the tender pack or in subsequent correspondence.

A4) RESOLVED To consent to Burroughs seeking 3 quotations for the undertaking of an ecology survey to the wider area surrounding the project including the bridge, paths and potential contractor accesses. The Council to select a vendor in due course.

TEC2025/040 Route of the accessible paths to the North and South of the bridges.

A2) i) RESOLVED

For the proposed route of the accessible multiuser path to the South of the Trens railway crossing bridge to run from Bryncae Community Centre Carpark to the Trens railway crossing bridge. (Shown as the ‘Yellow route’ on the access audit plan). The full route, north to south to be both



wheelchair friendly and Bridleway specification along its length insofar as is possible.

A2)ii) RESOLVED

For the proposed route of the accessible multiuser path to the north of the Ewenny bridge to run from the northern end of the bridge up to the 'crossroads' in Brynna woods (shown as the 'orange route' on the access audit plan) and then to continue to the western exit to the woods at 'The Green' (Eco-houses) (shown as the left hand fork of the 'red route' on the access audit plan). The full route, north to south to be both wheelchair friendly and Bridleway specification along its length insofar as is possible.

2025/320 Resolutions and recommendations of the Events Committee held on 2nd December 2025

NOTED

EV2025/027 2025 Fireworks Display, post event review and decisions relating to the event plan for 2026.

a) RESOLVED

For the event to remain free of charge for 2026.

b) RESOLVED

For the Clerk to make further enquiries into other aspects of the event.

c) RESOLVED

To add the clarification of how to cancel tickets (including singles) to marketing information and signage and marketing reminding attendees to download tickets before arrival to the post event recommendations.



2025/321 Renewal of the Council's vehicle insurance policy

RESOLVED

To authorise the officers of the Council to spend up to a maximum of £3.250 on a suitable insurance policy covering the Council's vehicles on the terms outlined in the documents supplied to the meeting.

2025/321a To vary the order of business on the agenda

RESOLVED

To consider agenda items 18 and 19 after agenda item 30 and before agenda item 31.

2025/322 Progress of CIL Project LCC19/07 and its current dedication to the former Peterston Super Montem Parish Council.

Noted

2025/323 Draft Social Media Policy

a) RESOLVED

To note and approve the Employees' Social Media Policy provided to the Council in "Appendix 13" this policy having been considered and approved by the HR Committee.

b) RESOLVED

To approve the "Social Media Guidance for Members" document provided to the Council in "Appendix 13a".

Cllr Janine Turner joined the meeting.

2025/324 Draft Safeguarding Policy

RESOLVED

To adopt the Safeguarding Policy provided to the Council in "Appendix 14".



Cllr Nick Richards joined the meeting.

2025/325 Maintenance agreement for the War Memorials at Hillside Avenue and at St Peter's Church, Brynna

RESOLVED

To authorise the officers to renew the 3 contract with War Memorial Conservation Co for a further three years and to allocate £4,100 (net of VAT) for the purpose; the council not selecting the lowest quotation provided due to the importance of the memorials to the community, the risk of damage being caused to them by inappropriate treatment and the proven performance of War Memorial Conservation Co over many years.

2025/326 Digital Working Group updates and recommendations

None.

2025/327 Members' reports

Cllr Rhys Jenkins

The Council recorded its thanks for the work involved in arranging the Over 60s' Christmas lunches.

Cllr Andrew Morgan

Residents who attended the over 60's Christmas Lunches wished their thanks for the event to be passed on.

Cllr Mark Steer

The opportunity to engage with residents' and hear their concerns at the over 60's Christmas Lunches was very useful.

2025/328 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)

No meeting. The AGM will be held in January 2026.

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

Cllr Feist was unable to attend the recent meeting of the HR committee and gave his apologies at the time.

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

The Headteacher passed on her thanks to the Chair of the Council for their message of goodwill sent during her recent period of absence. She is making a steady recovery.

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

No report.

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

No report

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

No recent meeting

2025/329 Planning Matters

Noted without formal comment.



2025/330 Annual Report

RESOLVED

To approve the Council's Annual Report for the municipal year 2024/25, incorporating the Council's action plan and biodiversity plan, as presented to the Meeting in "Appendix 23", recording thanks to the Officers for the considerable amount of work it represents throughout the year.

2025/331 Decisions relating to the One Voice Wales AGM 21st January 2026

RESOLVED

To nominate Cllr Robert Smith as the Council's delegate, with Cllr Chris Parker as his deputy, to attend the meeting and to the member in attendance to vote as he sees fit.

2025/332 Disposal of a chest freezer from 'the Pantry'

RESOLVED

To authorise the Officers to donate the freezer to a suitable charity or community group given that it is surplus to requirements and taking up space in Bryncae Community Centre following recent reorganisation of the office for health and safety reasons.

2025/333 To exclude the press and public by virtue of the Public Bodies (Admission to Meetings) Act 1960

RESOLVED

To exclude the press and public from the next item of business on the basis that disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

The Clerk declared an interest and left the meeting.

Cllr Janine Turner declared a personal and Prejudicial interest and left the meeting.



2025/334 Resolutions and recommendations of the Human Resources (HR) Committee held on 16th December 2025

NOTED

HR2025/025 The Clerk's annual appraisal.

RESOLVED

To approve the conclusions of the Clerk's annual appraisal and the targets for 2026.

a) RESOLVED

HR2025/026 One Voice Wales report undertaken on a 5-yearly basis to make recommendations regarding the Council's NALC LC scale and other matters.

a) RECOMMENDED

To accept the One Voice Wales report recommendation that the Council now sits at the 'below substantive benchmark' criteria for LC3 (Clerk SCP Points 33-36).

b) RESOLVED

HR2025/026

b) RECOMMENDED

To accept the recommendation of the One Voice Wales report that the salary for the post of Clerk should be set between SCP 33 and 36 and to recommend that the Clerk's salary should be set to SCP33 and that this should be backdated to the date of the report, from 1st June 2025.

The Clerk rejoined the meeting.



NOTED

HR2025/026

c) RESOLVED

For a future Full Council agenda item to consider the issue of whether the contractual SCP increment due in April 2026 should also be applied or whether the recommended SCP increase (if resolved) be considered the scale increase for 2026.

HR2025/027 Principle of pay scales for all roles within the Council and the methodology.

RESOLVED

For the Clerk to approach One Voice Wales to ascertain whether they can assist with job evaluation, grading and potential pay scales for officer roles and any costs associated with doing so.

HR2025/028 Completion of the 6-month probationary period for the Assistant Clerk, to note progress against the Training and achievement plan

a) RESOLVED

To approve the formal completion of the 6-month probationary period for the Assistant Clerk.

b) RESOLVED

To approve the completion of the training and achievement plan and to note the contractual increase to SCP24 for the Assistant Clerk to take effect from 1st January 2026.

NOTED

HR2025/029 Staffing and employment budget costs for the financial year 2026/27.

RESOLVED



To recommend to the Audit Committee an employments costs budget figure for 2026/27 of £159,230, the details of which to be entered into the 2026/27 budget spreadsheet.

HR2025/030 Contracts of employment for new staff and converted NALC contracts for existing staff.

a) RESOLVED

To approve the NALC Contract for Lisa Phillips as presented in “Appendix 8c” to the Committee.

b) RESOLVED

To approve the NALC Contract for Paul Beach as presented in “Appendix 8d” to the Committee.

HR2025/031 Employees’ Social Media Policy

RESOLVED

To adopt the Employees’ Social Media Policy as presented in “Appendix 9” to the Committee.

2025/335 Urgent Information & Future Agenda Items

None

There being no further business, the meeting closed at 8.05 pm.

The next scheduled meeting of Full Council will be held on 15th January 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 20th November 2025.

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

Members Present:

Councillors: Rhys Jenkins (Chair), David Evans, Neil Feist, Andrew Morgan, Chris Parker, Nick Richards, Robert Smith, Will Thomas

Apologies: Cllrs Mark Steer, Janine Turner.

Absent: Cllr Geraint Hopkins

Clerk to the Council: Leigh Smith

RFO/Deputy Clerk: Lisa Phillips

Assistant Clerk: Rebecca Jenkins

2025/273 Welcome and Apologies

The Chair welcomed all attendees to the meeting.

a) *RESOLVED*

That the reason proffered with Cllr Mark Steer's apology for absence be accepted as a valid reason for absence.



b) RESOLVED

That the reason proffered with Cllr Janine Turner's apology for absence be accepted as a valid reason for absence.

2025/274 Disclosures of Personal and/or Prejudicial Interests

Cllr Neil Feist declared a general personal interest being a member of Cycling UK and a holder of an allotment tenancy.

Cllr Chris Parker declared a personal interest in agenda item 12 (minute ref 2025/284) being a volunteer at the Pantry.

Cllr Nick Richards declared a personal interest in agenda item 19 in relation to the memorial garden. (minute ref 2025/290).

2025/275 Public Speaking

None.

2025/276 Minutes of Ordinary Meeting of the Council held on 16th October 2025

a) RESOLVED

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.

b) RESOLVED

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.

2025/277 Minutes of the Extraordinary meeting of the Council held on 27th October 2025

RESOLVED

To approve the minutes of the extraordinary meeting of the Council held on 27th October 2025 as a true and accurate record.



2025/278 Current casual vacancies of the Council

Noted.

2025/279 Community Council Action Plan

Noted.

2025/280 Correspondence

Noted

2025/281 Community Crime Statistics

Noted.

2025/282 Council Expenditure for October 2025

RESOLVED

To approve expenditure for October 2025 as shown in payment schedule 'Appendix 5' presented to the meeting.

2025/283 Year-To-Date Spend vs Budget

Noted.

2025/284 Pantry Finances Report

Noted.

2025/285 Bryncae Community Centre Finance Report

Noted.

2025/286 An order for the 2026 summer floral display



a) RESOLVED

To suspend Financial Regulation 11.3e)ii on the grounds that despite attempting to do so the Officers had only been able to obtain 1 quotation. Two local suppliers having declined to provide a quotation. The quotation being in line with previous year's costs plus a small inflationary increase and being considered value for money.

b) RESOLVED

To place an order with Boverton Nurseries and to accept the quotation of £10,989.60 authorising the officers to spend up to this amount plus a contingency to a maximum value of £12,000

2025/287 Resolutions and recommendations of the Bryncae Community Centre (BCC) Committee held on 23rd October 2025

NOTED

RESOLVED

BCC2025/036 To consider extending the operating period of the exterior lighting - To approve the proposal to extend the period of activation of the lights from 5.30am, and until 10.30pm.

a) RESOLVED

BCC2025/037 To consider quotes for replacing the curtain tracks and fireproofing the curtains - To add the Cam stage quote for a replacement curtain track to the capital expenditure plan.

NOTED - This having already been actioned by the Clerk under Financial Regulation 4.1b)

BCC2025/038b) To authorise the officers to instruct Flame Protect to proceed with the fire-proofing work at a cost of £475 + VAT.

NOTED



BCC2025/039 To consider the method of tendering for the capital works program

RESOLVED

a) To authorise the officers to prepare a single tender specification for the entire project.

b) To update the capital works program to take into account discretionary aspects of work identified since the original schedule of works was created from the RCTCBC and independent building condition surveys. Noting that the full scope of works must be agreed by RCTCBC.

Councillor David Evans joined the meeting.

2025/288 Resolutions and recommendations of the Events Committee held on 30th October 2025

NOTED

EV2025/019 Christmas event

RESOLVED

- a. To hold a Christmas event at Bryncae Community Centre on 21st December 2025*
- b. To allocate a budget of £2500 for the event*
- c. To delegate authority for organising the event to the officers of the council in consultation with interested members.*

2025/289 Resolutions and recommendations of the Open Spaces, Rights of Way and Allotments (ORA) Committee held on 4th November 2025



NOTED - This having already been actioned by the Clerk under Financial Regulation 4.1b).

ORA2025/067 Improvements to woodland area at Meadow Rise open space

RECOMMENDED

To instruct the officers to arrange for the grounds team to install a wire fence along the Gellifedi Road boundary, and authorising a spend of up to £468.

2025/290 Resolutions and recommendations of the Community Infrastructure Levy (CIL) Committee held on 13th November 2025

a) RESOLVED

CIL2025/041 To increase the CIL allocation for the Memorial Garden/Garage project to £155,000 and to authorise the officers to spend up to this amount.

b) RESOLVED

CIL2025/042a) To remove from the CIL 123 list "Provision for a 4G sports pitch" (Value £400,000)

c) RESOLVED

CIL2025/042b) To remove from the CIL 123 list "Purchase of the Harold Street open space land". (Value £40,000)

2025/291 Commencement of CIL Project LCC19/07 and its current dedication to former Peterston super Montem Parish Council

Noted.



2025/292 Draft Biodiversity Policy

RESOLVED

To adopt the Biodiversity policy provided to the Council in Appendix 14.

2025/293 Draft Business Continuity Plan

RESOLVED

To adopt the Business Continuity Plan provided to the Council in Appendix 15.

2025/294 Draft Crime and Disorder Policy

RESOLVED

To adopt the Crime and Disorder Policy provided to the Council in Appendix 16. **LS NOTE ADD WEHRE APPROPRIATE**

2025/295 Draft Data Protection Policy

RESOLVED

To adopt the policy provided to the Council in Appendix 17.

2025/296 Draft Petition Policy

RESOLVED

To adopt the Petition Policy provided to the Council in Appendix 18.

2025/297 Maintenance agreement for the War Memorials

Deferred.

2025/298 Digital Working Group updates and recommendations

None.



2025/299 Results of a consultation regarding parking/school drop-off arrangements at South View, Llanharan.

Noted.

2025/300 Members' reports

Cllr Rhys Jenkins

Cllr Mark Steer requested that I report that RCTCBC highways have agreed to remove the barriers at Gellifedi Rise and Tan y Bryn/Llanbad and that the dog waste bin on Bethlehem Rise has been replaced in a new location.

Cllr Rob Smith

On behalf of the Royal British Legion Cllr Smith expressed thanks to the Council for its administrative assistance with the Remembrance Service and to all those who contributed to a successful event.

Cllr David Evans

Cllr Evans reported that there will be a PACT meeting held at Bryncae Community Centre at 7.30pm on Friday 5th December and requested that members share this information.

RCTCBC Defibrillators Working Group is considering a motion to take over insurance and maintenance of all defibrillators placed at schools, with an SLA agreement to charge the schools for this. The working group is considering recommending taking ownership of any defibrillators already on school grounds. Cllr Evans will keep the council updated.

2025/301 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)

The plan to change the constitution to require smaller number for a quorum is being obstructed by poor attendance at meetings. Another attempt to hold an AGM will be made in January 2026.

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

A meeting was held on 21st October, Cllr Feist was unable to attend and gave his apologies at the time.

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

No report

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

A meeting was held, Cllr Jenkins was unable to attend and gave his apologies at the time. Cllr Parker who attended in his capacity as a fellow Governor reported that the excellent Estyn report from the summer term was accepted with its implications for the school's development plan considered.

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

No report

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



The financial position having stabilized, meetings have been reduced from fortnightly to monthly. Discussion continues regarding the development of the newly purchased building next door and the eco-hub behind it.

2025/302 Planning Matters

Noted without formal comment.

2025/303 Annual Report

Deferred to a future meeting.

2025/304 Urgent Information & Future Agenda Items

None.

There being no further business, the meeting closed at 8.20 pm.

The next scheduled meeting of Full Council will be held on 18th December 2025.

Councillor Rhys Jenkins
Chair of Llanharan Community Council



Llanharan Community Council - Action plan at 10.12.25

Action no	Date added	Category	From	Action	Notes	Status	Owner
2020/232h	19.2.2021	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.		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.			LS
2022/039	18.2.22	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.		LS
2022/083	22.4.22	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		LS
2022/098	20.5.22	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	22.5.22	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	17.3.2023	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		LS
2023/142	16.6.23	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	16.6.23	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 recieved from 1, awaiting response from other. Have telephoned second landowner but awaiting response. Cllr Steer directly engaging landowners. June 2024, HOLD		LS
2023/142	16.6.23	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	21.7.23	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 an 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		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
2024/018	19.01.2024	Full Council	Full Council	2024/018 £1,500 to make alterations to the Council office to improve security RESOLVED To authorise the officers of the Council to spend up to £1,500 to facilitate the fitting of a door latch and CCTV in the office. For a virement to be taken from general reserves and added to the office maintenance line	CCTV fitted May 25 Awaiting contractor to fit latch. Nudged Oct 24		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.		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 engae directly with LRGT solicitor Oct 25/		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 my management company to take place July 25. Permission given to proceed. Inform Sharon of area to be sown so the grass is not cut there.		LS
2024/139	21.06.2024	Full Council	Audit	h) 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		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	iii) To accept recommendation 13 of the audit report and for the officers to draft new contracts for all staff using the NALC nationally agreed model contract issued by One Voice Wales in April 2024. These drafts to be presented to a future meeting of the HR Committee in the first instance.	In progress. Draft presented to HR Committee Sept 24. Further work required. Clerk and new roles completed. RFO and Senior Groundsperson to be completed. Planned Dec 25		LS
2024/139	21.06.2024	Full Council	Audit	iv) 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
2024/303	20.12.2024	Full Council	Full Council	vi) 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

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 next 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 councils 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		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		LS
2024/287	22.11.2024	Full Council	HR	2024/287 Resolutions and recommendations of the HR Committee held on 18th November 2024 c) RESOLVED HR2024/027 Pay scales. To change the Clerk salary scale arrangements to fall in line with NALC best practice. For the Clerk's rate to ascend the incremental scale annually (within the applicable LC range) provided the annual performance appraisal explicitly states standard/satisfactory performance or above to activate an increase by 1 point on the scale. The scheme to begin ready for financial year 2025/26 with any scale increases subject to annual appraisal in December 2025 and taking effect from 1st April 2026.	Diarise process milestones. (Add to master planner).		LS
2024/287	22.11.2024	Full Council	HR	2024/287 Resolutions and recommendations of the HR Committee held on 18th November 2024 d) RESOLVED HR2024/027 Pay scales. For the principle of pay scales to be widened to all roles within the Council. The HR Committee to explore the mechanisms and methods of producing such pay scales for all staff with checks and balances to ensure the process is fair and transparent. A further proposal to be put before Council at a later date. The scheme to begin ready for financial year 2025/26 with any scale increases subject to annual appraisal in December 2025 and taking effect from 1st April 2026	Devise alternative payscale scheme. Diarise process milestones. (Add to master planner).		LS

2024/287	22.11.2024	Full Council	HR	2024/287 Resolutions and Recommendations of the HR Committee held on 18th November 2024 f) RESOLVED To transfer all staff contracts to the NALC model contract. The Clerk to present individual draft contracts to the HR Committee for prior approval at a future date, with the resolutions of Council made in line with HR2024/027 b), above, taken into account. Where approved the contracts shall be issued or subject to whatever statutory consultation process as is necessary.	Transfer all contract details to new forms and present to HR, On agenda of Dec 25 meeting.		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.		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.		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.		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.		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.		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.		LS
2025/040	21.02.2025	Full Council	ORA	2025/040 ORA Committee Recommendations (Sun February 2025) c) RESOLVED ORA2025/010 To proceed with placing a bus shelter at the High Corner bus stop and to authorise the officers to spend up to £5,000 to facilitate the project and any consultation with interested parties via RCTCBC. The money to be taken from CIL funds if resolved by council following a recommendation of the CIL Committee, otherwise a virement to be made from general reserves.	Instructed RCT to proceed. March 25. Nudged May, June and August 2025, awaiting progress report. Made contact Sept 25 and example provided. for presentation to ORA. Expected completion 8 weeks. Half panel one side full panel Talbot green side. Chased Dec 25		LS
2025/040	21.02.2025	Full Council	ORA	2025/040 ORA Committee Recommendations (Sun 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		LS
2025/037	21.02.2025	Full Council	CIL	2025/037 Resolutions and recommendations of CIL Committee held 5th February 2025 c) RESOLVED CIL2025/010 To add the project 'Bus shelter at the High Corner' to the CIL123 and Active Project lists, allocating up to £5,000 of CIL funds. The ORA Committee to examine the details and make recommendations to full council.	Added to lists. Engage RCT for full spec and costs and program of work. Agreed. Nudged Arly June 25. Planned completion early December 2025. Nudged late Dec 25		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.		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	Full Council	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		LS
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 SS.2.6.1v 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		LS
2025/215	19/09/2025	Full Council	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;			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		LS
2025/256	17/10/2025	Full Council	Full Council	2025/256 Service Level Agreement with South Wales Police for the provision of additional PCSO resources RESOLVED 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.	Investigate previous SLA's between SWP and other TCC's (Eg Llanelli TC) and make contact with SWP. - Emnailed Oct 25. Llanelli TC approached for copy (FOI Request).- Does not exist. Raised with Neighbourhood policing team Nov 25 and Dec 25 - Chasing.		LS
2025/258	17/10/2025	Full Council	Full Council	2025/258 Recording of online sessions during periods where the press and public are excluded RESOLVED 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.	Amend Standing Orders - Check if any other amendments outstanding in this action plan.		LS
2025/259	17/10/2025	Full Council	Full Council	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 RESOLVED 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.	Send amended form to all members - Completed Add to Standing Orders and amend (Check if any other amendments outstanding in this action plan)		LS

2025/276	21/11/2025	Full Council	Full Council	2025/276 Minutes of Ordinary Meeting of the Council held on 16th October 2025 RESOLVED 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. RESOLVED 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.			LS
2025/285	21/11/2025	Full Council	Full Council	2025/282 Council Expenditure for October 2025 RESOLVED To approve expenditure for October 2025 as shown in payment schedule 'Appendix 5' presented to the meeting.		Noted	NA
2025/287a)	21/11/2025	Full Council	BCC	2025/287 Resolutions and recommendations of the Bryncae Community Centre (BCC) Committee held on 23rd October 2025 RESOLVED BCC2025/037 To consider quotes for replacing the curtain tracks and fireproofing the curtains - To add the Camstage quote for a replacement curtain track to the capital expenditure plan.	Add to Capital plan. Superseded by BCC2025/038b)	Noted	LS
BCC2025/038b)	21/11/2025	Full Council	BCC	2025/287 Resolutions and recommendations of the Bryncae Community Centre (BCC) Committee held on 23rd October 2025 NOTED - This having already been actioned by the Clerk under Financial Regulation 4.1b) BCC2025/038b) To authorise the officers to instruct Flame Protect to proceed with the fire-proofing work at a cost of £475 + VAT.	Already actioned under 4.1b of FR	Completed	RJ
2025/290a)	21/11/2025	Full Council	CIL	2025/290 Resolutions and recommendations of the Community Infrastructure Levy (CIL) Committee held on 13th November 2025 a) RESOLVED CIL2025/041 To increase the CIL allocation for the Memorial Garden/Garage project to £155,000 and to authorise the officers to spend up to this amount.	Alter CIL lists		LS
2025/290b)	21/11/2025	Full Council	CIL	2025/290 Resolutions and recommendations of the Community Infrastructure Levy (CIL) Committee held on 13th November 2025 b) RESOLVED CIL2025/042a) To remove from the CIL 123 list "Provision for a 4G sports pitch" (Value £400,000)	Alter CIL lists		LS

2025/290c)	21/11/2025	Full Council	CIL	2025/290 Resolutions and recommendations of the Community Infrastructure Levy (CIL) Committee held on 13th November 2025 c) RESOLVED CIL2025/042b) To remove from the CIL 123 list "Purchase of the Harold Street open space land". (Value £40,000)	Alter CIL lists		LS
2025/292	21/11/2025	Full Council	Full Council	2025/292 Draft Biodiversity Policy RESOLVED To adopt the Biodiversity policy provided to the Council in Appendix 14.	Append with resolution number and issue date. Add to website.Ensure Master documents stored in sharepoint (Word and PDF)		RJ
2025/293	21/11/2025	Full Council	Full Council	2025/293 Draft Business Continuity Plan RESOLVED To adopt the Business Continuity Plan provided to the Council in Appendix 15.	Append with resolution number and issue date. Add to website.Ensure Master documents stored in sharepoint (Word and PDF)	Completed	RJ
2025/294	21/11/2025	Full Council	Full Council	2025/294 Draft Crime and Disorder Policy RESOLVED To adopt the Crime and Disorder Policy provided to the Council in Appendix 16.	Append with resolution number and issue date. Add to website.Ensure Master documents stored in sharepoint (Word and PDF)	Completed	RJ
2025/295	21/11/2025	Full Council	Full Council	2025/295 Draft Data Protection Policy RESOLVED To adopt the policy provided to the Council in Appendix 17	Append with resolution number and issue date. Add to website.Ensure Master documents stored in sharepoint (Word and PDF)	Completed	RJ
2025/296	21/11/2025	Full Council	Full Council	2025/296 Draft Petition Policy RESOLVED To adopt the Petition Policy provided to the Council in Appendix 18.	Append with resolution number and issue date. Add to website.Ensure Master documents stored in sharepoint (Word and PDF)	Completed	RJ

Appendix 4

To note community crime statistics published on the publicly available South Wales Police website

Note: A PACT meeting took place on the evening of Friday 5th December at Bryncae Community Centre.

The next PACT meeting is scheduled for Wednesday 18th March 2026 at 7.30pm at Bryncae Community Centre.

Community Council officers to share outcomes of PACT meeting specifically regarding the quantity and quality of reports to the police required from users of the Community Centre and the general public.

Crime statistics

Full stats available at:

<https://www.south-wales.police.uk/area/your-area/south-wales/mid-glamorgan/brynna-and-llanharan/about-us/top-reported-crimes-in-this-area>

Crimes and priorities

Top reported crimes in this area

Crime map

Our priorities

Top reported crimes in this area

Crime map

Our priorities

Top reported crimes in this area

Crime map

Our priorities

Top reported crimes

Most commonly reported crimes during Oct 2025

Crime levels in your area

Crime for last year

Violence and sexual offences	27
Public order	8
Criminal damage and arson	6
Other theft	6

Crime per Month

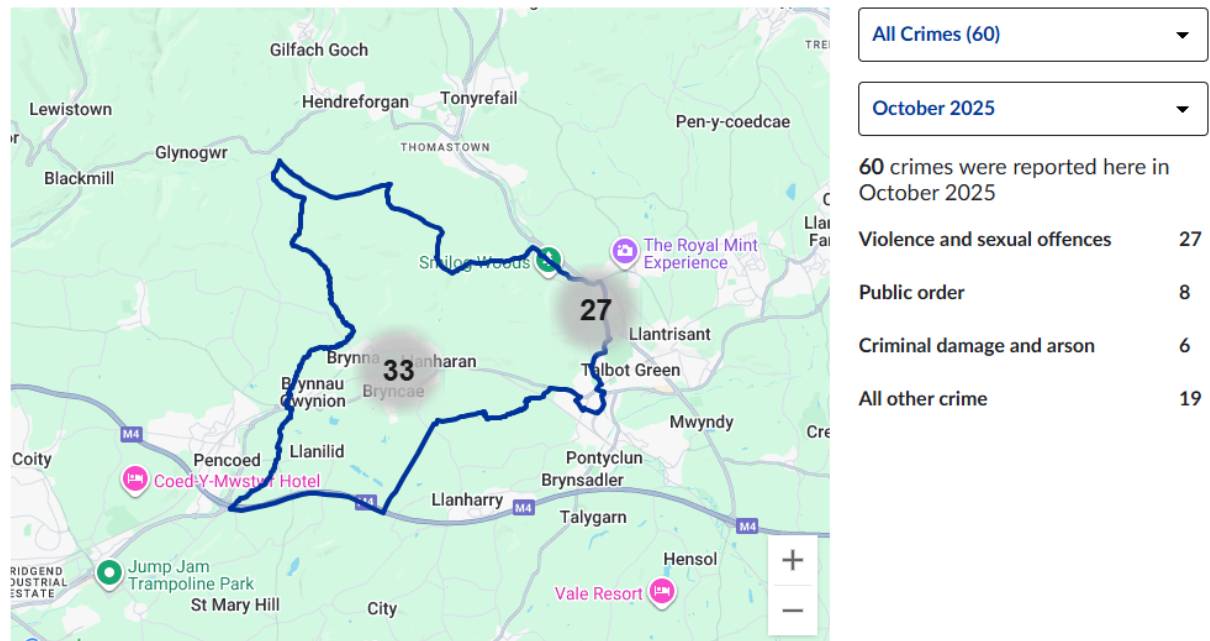
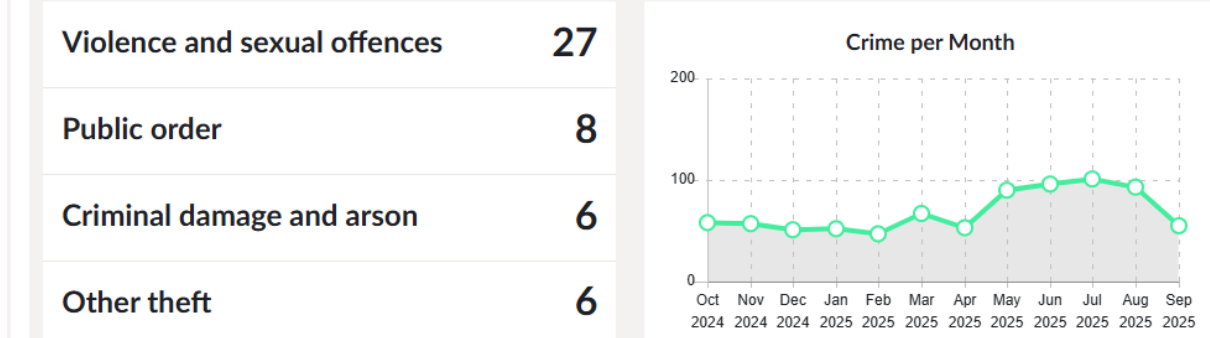
Month	Crime Count
Oct 2024	60
Nov 2024	65
Dec 2024	55
Jan 2025	60
Feb 2025	50
Mar 2025	70
Apr 2025	55
May 2025	90
Jun 2025	95
Jul 2025	100
Aug 2025	90
Sep 2025	60

Top reported crimes

Most commonly reported crimes during Oct 2025

Crime levels in your area

Crime for last year

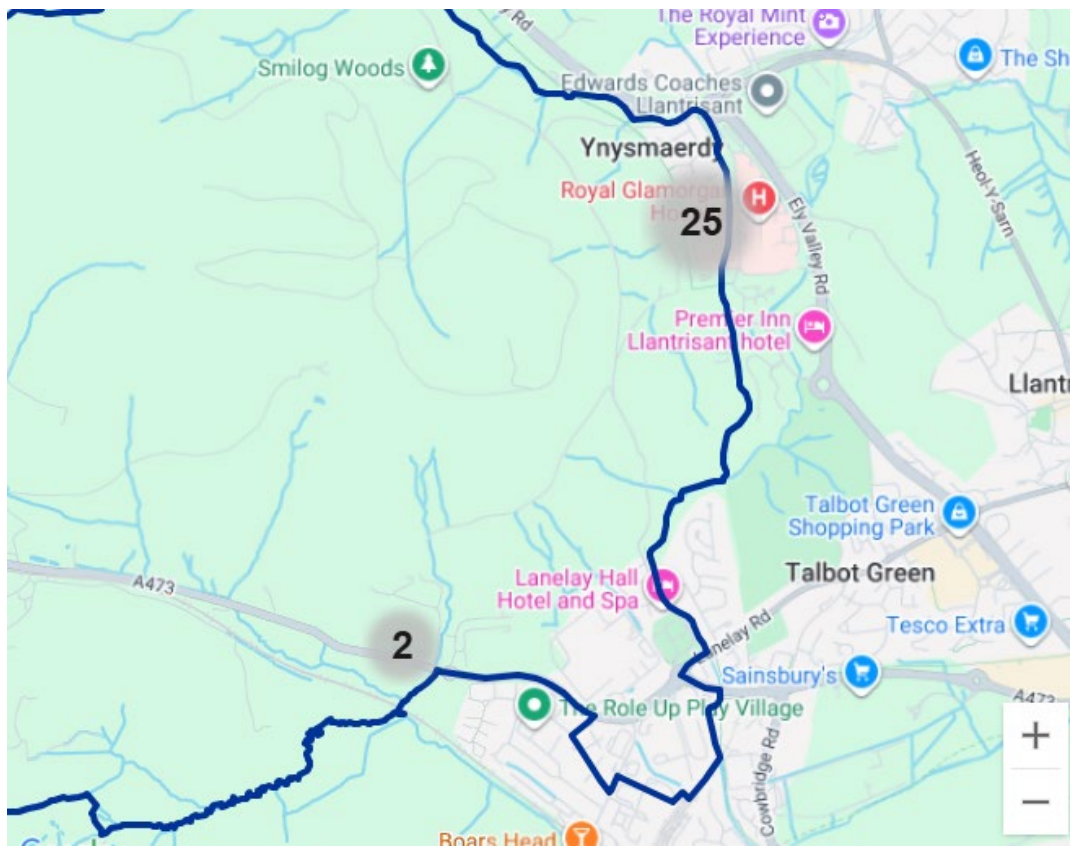
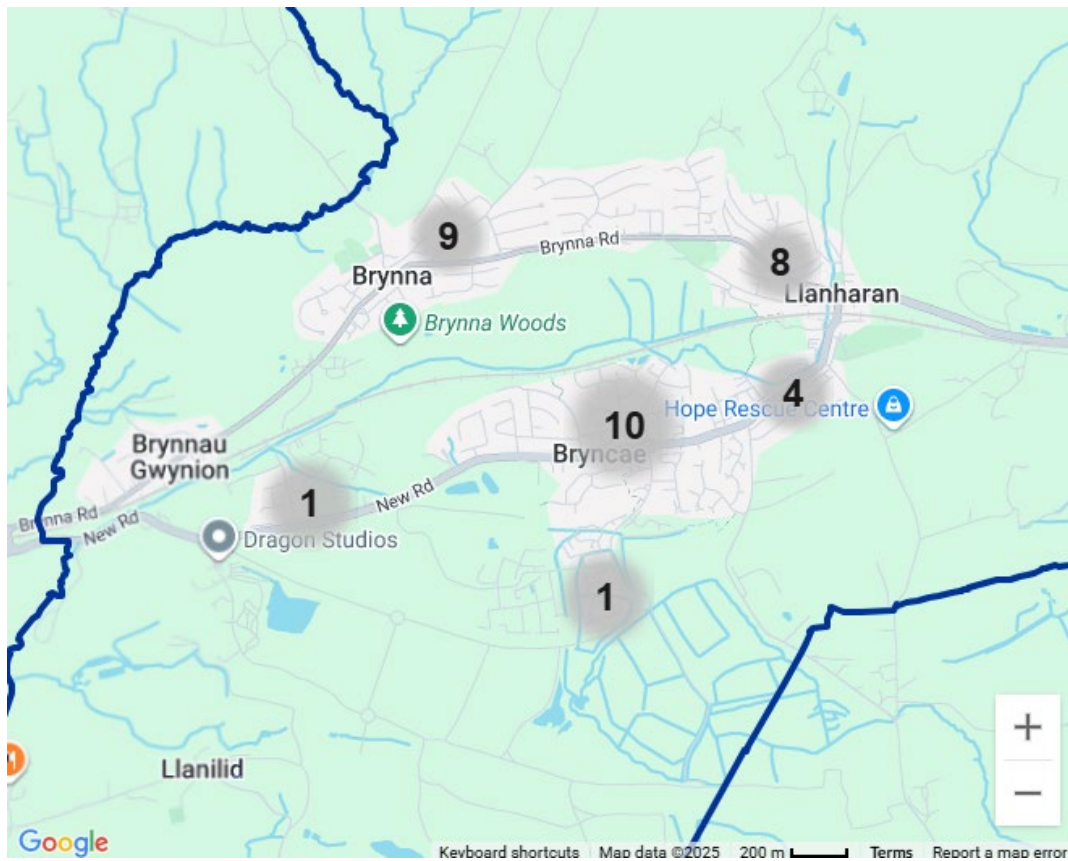


All Crimes (60) ▼

October 2025

60 crimes were reported here in October 2025

Violence and sexual offences	27
Public order	8
Criminal damage and arson	6
All other crime	19



Priority:**Action taken:**

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

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

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

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

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

Date: 09/12/2025

Llanharan Community Council FY25-26

Page 1

Time: 16:50

Current and Premium Bank A/c

List of Payments made between 01/11/2025 and 30/11/2025

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
03/11/2025	SSE Electric	DDR	110.02	DDR	IV03622756
03/11/2025	Barclays Bank	DIRECT	9.32	DDR	15sep/12oct
03/11/2025	Pendragon Fireworks	20429	5,100.00	CP	20429
03/11/2025	Woodland Walk	XMAS25	960.00	CP	217
03/11/2025	Stuart Watkins (Magic Stu)	211225	50.00	CP	211225 Deposit
03/11/2025	Kennedy's	BACS	230.00	cp	01-25-0011920
06/11/2025	One Voice Wales	10173	42.00	RJ	10173
06/11/2025	Rocket Security	925	2,149.20	RJ	925
06/11/2025	Extrascope	18728	1,512.00	RJ	18278
07/11/2025	Festive Lighting	000051	11,090.65	CP	2025-10-000051
07/11/2025	Festive Lighting	120	2,208.00	CP	2025-10-000120
10/11/2025	Tesco Mobile phones x 3	DDR	10.46	DDR	134264353502
10/11/2025	Alistair Burroughs	10895	2,771.17	CP	10895
10/11/2025	Sarah Tanner	21122025	180.00	CP	211222025
10/11/2025	Festive Lighting	000051	127.66	CP	2025-01-000051
13/11/2025	Cardiff Ents	2091	300.00	RJ	2091
13/11/2025	Sunbelt Rentals	28362871	632.86	RJ	28362871
14/11/2025	Neil Feist	BACS	-28.46	LS	SJFeist Dinner2025
14/11/2025	FareShare Cymru	5490	69.00	RJ	5490
14/11/2025	RCT	53276220	852.00	CP	53276220
14/11/2025	Brynna Community Centre	BACS	4,276.80	CP	DrainagePitch2
17/11/2025	ARVAL	DDR	840.54	DDR	RI00141461188
17/11/2025	Losin with Love	BACS	-10.00	LS	BCC Stall Hire Christmas 25
19/11/2025	Rycon Power Tool	64045	991.50	CP	64045
19/11/2025	St John Ambulance	12158	462.00	DE	12158
19/11/2025	Brynna Cleaning	425	192.00	DE	425
19/11/2025	H Francis	BACS	-15.00	LS	BCC Stall Hire Christmas 25
25/11/2025	Chris Parker	171225	-28.45	LP	JanParkerSeniorDinner25
26/11/2025	Clarity Copiers	233065	25.87	DDR	233065
26/11/2025	Jackie Cleans	006	160.00	CP	006
26/11/2025	Jackie Cleans	007	250.00	CP	007
26/11/2025	EDF	25737066	203.75	ddr	25737066
27/11/2025	Claire Morgan	BACS	-50.00	LP	Civicalallowancereturn
27/11/2025	Thomas Fattorini	I303640	2,806.17	RJ	I303640
27/11/2025	Chris Evans	171125	490.00	RJ	171125OFFICEDOOR
27/11/2025	Barclaycard	BcardNov25	1,435.95		BcardNov
28/11/2025	STAFF SALARIES	BACS	7,696.57	CP	Dec 25 salaries
28/11/2025	RCT Pension Payment	BACS	2,332.49	CP	LCC remit 2025
28/11/2025	Rialtas	33322	180.00	RJ	33322
28/11/2025	Alistair Burroughs	10948	2,771.17	RJ	Alistair Burroughs
Total Payments			53,387.24		

List of Payments made between 01/11/2025 and 30/11/2025

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
04/11/2025	Current and Premium Bank A/c	Precept4/4	50,000.00		Precept return tsfr 4/4
27/11/2025	Current and Premium Bank A/c	CIL Ret1/3	50,000.00		CIL 25/26 1/3 Return
Total Payments			<u>100,000.00</u>		

List of Payments made between 01/11/2025 and 30/11/2025

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
27/11/2025	ALDI	CREDITCARD	79.51	PB	241025
27/11/2025	ALDI	CREDITCARD	78.43	PB	311025
27/11/2025	ALDI	CREDITCARD	59.86	PB	071125
27/11/2025	ALDI	CREDITCARD	70.25	PB	141125
27/11/2025	ALDI	CREDITCARD	96.08	PB	141125
27/11/2025	ALDI	CREDITCARD	7.84	LP	281025
27/11/2025	ZOOM	CREDITCARD	15.59	LP	INV329906980
27/11/2025	ZOOM	CREDITCARD	12.99	LS	INV329492954
27/11/2025	Llanharan Service Station	CREDITCARD	6.60	PB	25111201010080
27/11/2025	Londis	CREDITCARD	1.35	RJ	150836001
27/11/2025	Co op	CREDITCARD	0.85	RJ	191125
27/11/2025	Post Office Ltd	CREDITCARD	6.96	LP	1-100042
27/11/2025	Amazon	CREDITCARD	36.78	LS	GB59BQNTABEI
27/11/2025	Amazon	CREDITCARD	24.78	LS	GB59F5BHABEI
27/11/2025	Microsoft	CREDITCARD	129.36	LS	E0200XLEGC
27/11/2025	Microsoft	CREDITCARD	18.48	LS	E0200XLJ8X
27/11/2025	Microsoft	CREDITCARD	87.34	LS	GB-TI2504534415
27/11/2025	Images Design	CREDITCARD	15.00	RJ	4505
27/11/2025	Amazon	CREDITCARD	88.53	LS	GB59VQI4ABEI
27/11/2025	Amazon	CREDITCARD	58.20	LS	DS-AEU-INV-GB-2025-630117805
27/11/2025	Brandon Hire Station	CREDITCARD	146.78	LP	403023871
27/11/2025	Mend-A-Shu	CREDITCARD	27.80	PB	141125
27/11/2025	The Poppy Shop	CREDITCARD	49.98	LP	12002415850
27/11/2025	Screwfix	CREDITCARD	219.85	LS	A23541347909
27/11/2025	Screwfix	CREDITCARD	17.99	LS	A23588730358
27/11/2025	Amazon	CREDITCARD	10.38	LS	GB500M12LIHMTI
27/11/2025	UK Point of Sale	CREDITCARD	122.16	RJ	1182300
27/11/2025	Instantprint	CREDITCARD	30.61	LS	IP-2804267
27/11/2025	Solopress/AGA	CREDITCARD	50.75	LS	4607757
28/11/2025	National Tool Hire	CREDITCARD	-135.13	LS	225560
Total Payments			1,435.95		

Appendix 10

Resolutions and recommendations of the Events Committee held Tuesday 2nd December 2025 at 7pm.

EV2025/027 2025 Fireworks Display, post event review and decisions relating to the event plan for 2026.

a) RESOLVED

For the event to remain free of charge for 2026.

b) RESOLVED

For the Clerk to make further enquiries into other aspects of the event.

c) RESOLVED

To add the clarification of how to cancel tickets (including singles) to marketing information and signage and marketing reminding attendees to download tickets before arrival to the post event recommendations.

Detailed Income & Expenditure by Budget Heading 30/11/2025

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Income</u>							
1076 Precept	300,409	300,409	(0)			100.0%	
1090 PSDF Re-invested dividend	37,077	20,000	(17,077)			185.4%	
1100 Agency Income	0	1,330	1,330			0.0%	
1990 Other Income	561	1,000	439			56.1%	
Income :- Income	<u>338,047</u>	<u>322,739</u>	<u>(15,308)</u>			104.7%	<u>0</u>
Net Income	<u>338,047</u>	<u>322,739</u>	<u>(15,308)</u>				
<u>200 Administration</u>							
4000 Staff Salaries & Wages (Net)	59,253	74,182	14,929		14,929	79.9%	
4005 Employer & Employee Pension	17,946	29,434	11,488		11,488	61.0%	
4010 Employer & Employee NI & Tax	10,156	44,158	34,002		34,002	23.0%	
4055 Mileage & Subsistence	85	200	116		116	42.3%	
4057 HR Expenditure	444	1,000	556		556	44.4%	
4060 Council Tax	2,386	2,500	114		114	95.4%	
4065 Office Rent	1,750	3,500	1,750		1,750	50.0%	
4066 Meeting venue hire	180	400	220		220	45.0%	
4070 IT Costs (Office 365)Web Site	5,954	4,400	(1,554)		(1,554)	135.3%	
4075 Telephone & Broadband	669	1,450	781		781	46.1%	
4080 Electric	938	1,800	862		862	52.1%	
4085 Water Rates (for Office)	82	200	118		118	40.8%	
4090 Stationery and postage	133	350	217		217	38.0%	
4095 Cleaning Materials	0	50	50		50	0.0%	
4100 Cleaning Contract	768	1,200	432		432	64.0%	
4102 Medical Supplies	24	0	(24)		(24)	0.0%	
4105 Office Cap ExpChain of Office	2,338	1,000	(1,338)		(1,338)	233.8%	
4110 Building Maintenance	2,449	3,300	851		851	74.2%	
4115 Professional and Legal Fees	574	3,500	2,926		2,926	16.4%	
4116 Land Registry Fees	77	240	163		163	32.1%	
4120 Internal Audit Fees	9	1,125	1,116		1,116	0.8%	
4125 External Audit Fees	740	800	60		60	92.5%	
4130 Subscriptions and Memberships	2,079	2,750	671		671	75.6%	
4135 Bank Charges	99	300	201		201	33.1%	
Administration :- Indirect Expenditure	<u>109,130</u>	<u>177,839</u>	<u>68,709</u>	<u>0</u>	<u>68,709</u>	<u>61.4%</u>	<u>0</u>
Net Expenditure	<u>(109,130)</u>	<u>(177,839)</u>	<u>(68,709)</u>				
<u>220 Insurances</u>							
4200 General Insurance	5,981	6,000	19		19	99.7%	

Detailed Income & Expenditure by Budget Heading 30/11/2025

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4205 Vehicle Insurance	0	3,500	3,500		3,500	0.0%	
4210 Office Insurance	0	250	250		250	0.0%	
Insurances :- Indirect Expenditure	5,981	9,750	3,769	0	3,769	61.3%	0
Net Expenditure	(5,981)	(9,750)	(3,769)				
<u>240 Staff & Member Training</u>							
4300 Members Training	880	1,100	221		221	80.0%	
4305 Staff Training	677	1,700	1,024		1,024	39.8%	
Staff & Member Training :- Indirect Expenditure	1,556	2,800	1,244	0	1,244	55.6%	0
Net Expenditure	(1,556)	(2,800)	(1,244)				
<u>260 Member's Allowances</u>							
4350 Chair	1,200	1,500	300		300	80.0%	
4355 Special Responsibility	400	500	100		100	80.0%	
4360 Member Allowances	2,190	2,912	722		722	75.2%	
Member's Allowances :- Indirect Expenditure	3,790	4,912	1,122	0	1,122	77.2%	0
Net Expenditure	(3,790)	(4,912)	(1,122)				
<u>300 Plant & Equipment</u>							
4400 Plant Purchase / Lease	3,966	5,500	1,535		1,535	72.1%	
4415 Red Tractor Maintenance	0	1,200	1,200		1,200	0.0%	
4420 Portable & Hand Tools Purchase	7	250	243		243	2.9%	
4425 Portable & Hand Tool Maint	28	400	372		372	6.9%	
4430 PPE - New & Replacement	163	300	137		137	54.2%	
4435 Plant & Equipment Fuel	379	750	371		371	50.6%	
Plant & Equipment :- Indirect Expenditure	4,542	8,400	3,858	0	3,858	54.1%	0
Net Expenditure	(4,542)	(8,400)	(3,858)				
<u>400 Street Furnishings</u>							
4500 Hanging Baskets	12,201	9,500	(2,701)		(2,701)	128.4%	
4505 Christmas Lights and Trees	11,210	35,000	23,790		23,790	32.0%	
4510 Public Clocks - Maintenance	523	500	(23)		(23)	104.6%	
4515 Notice Boards - Maintenance	0	100	100		100	0.0%	
4520 Bus shelter - Maintenance	0	500	500		500	0.0%	
4525 Planters - Maintenance	6	100	94		94	5.8%	
4530 Benches & Tables Maintenance	0	100	100		100	0.0%	
Street Furnishings :- Indirect Expenditure	23,940	45,800	21,860	0	21,860	52.3%	0
Net Expenditure	(23,940)	(45,800)	(21,860)				

Detailed Income & Expenditure by Budget Heading 30/11/2025

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
500 Community Functions							
4600 Christmas Dinners	(78)	6,500	6,578		6,578	(1.2%)	
4610 Firework Display	9,620	10,000	380		380	96.2%	
4615 Multi Cultural Carnival	7,462	13,500	6,038		6,038	55.3%	
Community Functions :- Indirect Expenditure	17,003	30,000	12,997	0	12,997	56.7%	0
Net Expenditure	(17,003)	(30,000)	(12,997)				
550 Grants							
4700 General Grants	6,202	10,000	3,798		3,798	62.0%	
4710 LCDP - SLA	30,000	25,000	(5,000)		(5,000)	120.0%	
4715 Wild Life Trust - Brynna Woods	0	10,000	10,000	5,000	5,000	50.0%	
Grants :- Indirect Expenditure	36,202	45,000	8,798	5,000	3,798	91.6%	0
Net Expenditure	(36,202)	(45,000)	(8,798)				
600 Outdoor Spaces							
4800 Rights of Way	0	1,330	1,330		1,330	0.0%	
4805 Skateboard Park - Maintenance	110	1,000	890		890	11.0%	
4810 Play & O/Spaces Maintenance	1,867	1,500	(367)		(367)	124.4%	
4815 General Repair	1	250	249		249	0.4%	
Outdoor Spaces :- Indirect Expenditure	1,978	4,080	2,103	0	2,103	48.5%	0
Net Expenditure	(1,978)	(4,080)	(2,103)				
620 War Memorials							
4855 Other Maintenance	37	500	463		463	7.4%	
War Memorials :- Indirect Expenditure	37	500	463	0	463	7.4%	0
Net Expenditure	(37)	(500)	(463)				
630 Llanharan Pantry							
1991 Llanharan Pantry	8,310	0	(8,310)			0.0%	8,310
Llanharan Pantry :- Income	8,310	0	(8,310)				8,310
4730 Llanharan Pantry Expenses	3,153	0	(3,153)		(3,153)	0.0%	3,407
Llanharan Pantry :- Indirect Expenditure	3,153	0	(3,153)	0	(3,153)		3,407
Net Income over Expenditure	5,157	0	(5,157)				
6000 plus Transfer from EMR	3,407	0	(3,407)				
6001 less Transfer to EMR	8,310	0	(8,310)				
Movement to/(from) Gen Reserve	253	0	(253)				

Detailed Income & Expenditure by Budget Heading 30/11/2025

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>640 Bryncae Community Centre</u>							
1992 BCC Hire Fees	7,958	13,500	5,542			58.9%	7,958
Bryncae Community Centre :- Income	<u>7,958</u>	<u>13,500</u>	<u>5,542</u>			<u>58.9%</u>	<u>7,958</u>
4060 Council Tax	6,816	8,500	1,684		1,684	80.2%	6,816
4075 Telephone & Broadband	320	600	280		280	53.4%	320
4080 Electric	1,281	4,000	2,719		2,719	32.0%	1,281
4095 Cleaning Materials	225	370	145		145	60.9%	225
4100 Cleaning Contract	1,758	2,500	742		742	70.3%	1,758
4110 Building Maintenance	84	1,000	916		916	8.4%	84
4135 Bank Charges	10	130	120		120	7.7%	10
4755 Energy - Gas	630	5,500	4,870		4,870	11.4%	967
4760 BCC Water Rates	0	1,000	1,000		1,000	0.0%	
4765 BCC Statutory Compliance Fees	1,638	1,000	(638)		(638)	163.8%	1,638
4770 BCC Telephone/Broadband *DNU*	0	0	0		0	0.0%	
4775 Consumables	165	350	185		185	47.1%	165
4780 BCC Administrative Costs	233	0	(233)		(233)	0.0%	233
Bryncae Community Centre :- Indirect Expenditure	<u>13,161</u>	<u>24,950</u>	<u>11,790</u>	<u>0</u>	<u>11,790</u>	<u>52.7%</u>	<u>13,498</u>
Net Income over Expenditure	<u>(5,203)</u>	<u>(11,450)</u>	<u>(6,247)</u>				
6000 plus Transfer from EMR	13,498	0	(13,498)				
6001 less Transfer to EMR	7,958	0	(7,958)				
Movement to/(from) Gen Reserve	<u>337</u>	<u>(11,450)</u>	<u>(11,787)</u>				
<u>650 Street Lighting Electric</u>							
4575 Street Lighting Electric	0	500	500		500	0.0%	
Street Lighting Electric :- Indirect Expenditure	<u>0</u>	<u>500</u>	<u>500</u>	<u>0</u>	<u>500</u>	<u>0.0%</u>	<u>0</u>
Net Expenditure	<u>0</u>	<u>(500)</u>	<u>(500)</u>				
<u>700 Allotments</u>							
1200 Allotment Income	308	3,150	2,842			9.8%	
Allotments :- Income	<u>308</u>	<u>3,150</u>	<u>2,842</u>			<u>9.8%</u>	<u>0</u>
4900 Allotment Lease Costs	0	22	22		22	0.0%	
4901 Allotment Maintenance	345	600	255		255	57.4%	
4905 Allotment Water	199	400	201		201	49.8%	
Allotments :- Indirect Expenditure	<u>544</u>	<u>1,022</u>	<u>478</u>	<u>0</u>	<u>478</u>	<u>53.2%</u>	<u>0</u>
Net Income over Expenditure	<u>(236)</u>	<u>2,128</u>	<u>2,364</u>				

Detailed Income & Expenditure by Budget Heading 30/11/2025

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>750 Community Infrastructure Levy</u>							
1300 Community Infrastructure Levy	153,861	0	(153,861)			0.0%	153,861
Community Infrastructure Levy :- Income	<u>153,861</u>	<u>0</u>	<u>(153,861)</u>				<u>153,861</u>
4955 CIL Project 1 Memorial Garden	29,137	0	(29,137)		(29,137)	0.0%	29,137
4958 CIL Grants	49,551	0	(49,551)		(49,551)	0.0%	49,551
4965 CIL LCC shower block	1,310	0	(1,310)		(1,310)	0.0%	1,310
4966 CIL Project Ewenny Bridge	9,038	0	(9,038)		(9,038)	0.0%	9,038
Community Infrastructure Levy :- Indirect Expenditure	<u>89,036</u>	<u>0</u>	<u>(89,036)</u>	<u>0</u>	<u>(89,036)</u>		<u>89,036</u>
Net Income over Expenditure	<u>64,825</u>	<u>0</u>	<u>(64,825)</u>				
6000 plus Transfer from EMR	89,036	0	(89,036)				
6001 less Transfer to EMR	153,861	0	(153,861)				
Movement to/(from) Gen Reserve	<u>0</u>	<u>0</u>	<u>0</u>				
Grand Totals:- Income	508,484	339,389	(169,095)			149.8%	
Expenditure	310,052	355,553	45,501	5,000	40,501	88.6%	
Net Income over Expenditure	<u>198,432</u>	<u>(16,164)</u>	<u>(214,596)</u>				
plus Transfer from EMR	105,940	0	(105,940)				
less Transfer to EMR	170,128	0	(170,128)				
Movement to/(from) Gen Reserve	<u>134,244</u>	<u>(16,164)</u>	<u>(150,408)</u>				

Appendix 7

	Date	£	Receipt	Description
Money In				
Brought forward from 24/25	01/04/2025	1465.12		EMR from 24/25
RCT Grant	25/09/2025	1000.00		
National Lottery Grant	26/09/2025	6000.00		
Total cash receipts	Rolling	1397.79		
Total in		9862.91		

Money Out

Aldi	02/04/2025	78.99		
FareShare	07/04/2025	65.00		inv 4498
Aldi	11/04/2025	85.35		
Aldi	17/04/2025	48.88		
Aldi	24/04/2025	27.76		
Aldi	02/05/2025	83.36		
Aldi	09/05/2025	85.76		
Aldi	16/05/2025	42.82		
Aldi	23/05/2025	50.06		
Aldi	29/05/2025	26.41		
Aldi	05/06/2025	120.45		
Aldi	12/06/2025	112.36		
Aldi	19/06/2025	64.10		
Aldi	26/06/2025	79.08		
Aldi	04/07/2025	92.12		
Aldi	11/07/2025	107.15		
Aldi	17/07/2025	107.18		
Aldi	25/07/2025	67.02		
Aldi	01/08/2025	59.19		
Aldi	15/08/2025	84.30		
Aldi	21/08/2025	95.39		
Aldi	29/08/2025	100.53		
Aldi	02/09/2025	87.74		
FareShare	26/05/2025	65.00		
FareShare	03/06/2025	65.00		
FareShare	09/07/2025	65.00		
FareShare	30/07/2025	65.00		
FareShare	05/09/2025	65.00		
Aldi	11/09/2025	102.17		
Aldi	17/09/2025	82.42		
Aldi	17/09/2025	37.45		

Aldi	24/09/2025	81.91		
Aldi	01/10/2025	109.40		
Fareshare	03/10/2025	69.00		
Aldi	10/10/2025	44.33		
Aldi	17/10/2025	77.63		
Aldi	24/10/2025	79.51		
Aldi	31/10/2025	78.43		
Aldi	07/11/2025	59.86		
Aldi	14/11/2025	96.08		
Aldi	14/11/2025	70.25		
Aldi	21/11/2025	57.31		
Aldi	28/11/2025	106.16		
Aldi	04/12/2025	86.59		

Total out **3334.50**

Balance of Funds **6528.41**

Ave footfall on a Saturday since 05/04/2025 **8**

Future funding Approx. weeks **70 weeks**

09/12/2025

Llanharan Community Council FY25-26

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Detailed Income & Expenditure by Budget Heading 30/11/2025

Cost Centre Report

	Actual Year To Date	Current Annual	Variance Annual	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>640 Bryncae Community Centre</u>							
1992 BCC Hire Fees	7,958	13,500	5,542			58.9%	7,958
Bryncae Community Centre :- Income	7,958	13,500	5,542			58.9%	7,958
4060 Council Tax	6,816	8,500	1,684		1,684	80.2%	6,816
4075 Telephone & Broadband	320	600	280		280	53.4%	320
4080 Electric	1,281	4,000	2,719		2,719	32.0%	1,281
4095 Cleaning Materials	225	370	145		145	60.9%	225
4100 Cleaning Contract	1,758	2,500	742		742	70.3%	1,758
4110 Building Maintenance	84	1,000	916		916	8.4%	84
4135 Bank Charges	10	130	120		120	7.7%	10
4755 Energy - Gas	630	5,500	4,870		4,870	11.4%	967
4760 BCC Water Rates	0	1,000	1,000		1,000	0.0%	
4765 BCC Statutory Compliance Fees	1,638	1,000	(638)		(638)	163.8%	1,638
4770 BCC Telephone/Broadband *DNU*	0	0	0		0	0.0%	
4775 Consumables	165	350	185		185	47.1%	165
4780 BCC Administrative Costs	233	0	(233)		(233)	0.0%	233
Bryncae Community Centre :- Indirect Expenditure	13,161	24,950	11,790	0	11,790	52.7%	13,498
Net Income over Expenditure	(5,203)	(11,450)	(6,247)				
6000 plus Transfer from EMR	13,498	0	(13,498)				
6001 less Transfer to EMR	7,958	0	(7,958)				
Movement to/(from) Gen Reserve	337	(11,450)	(11,787)				
Grand Totals:- Income	7,958	13,500	5,542			58.9%	
Expenditure	13,161	24,950	11,790	0	11,790	52.7%	
Net Income over Expenditure	(5,203)	(11,450)	(6,247)				
plus Transfer from EMR	13,498	0	(13,498)				
less Transfer to EMR	7,958	0	(7,958)				
Movement to/(from) Gen Reserve	337	(11,450)	(11,787)				

**NOTICE OF CONCLUSION OF AUDIT
AND RIGHT TO INSPECT THE ANNUAL RETURN
FOR THE YEAR ENDED
31 MARCH 2025**

Public Audit (Wales) Act 2004 Section 29

Accounts and Audit (Wales) Regulations 2014

	1. The audit of accounts for Llanharan Community Council for the years ended 31 March 2025 has been concluded. 2. The annual return is available for inspection by any local government elector for the area of the Llanharan Community Council on application to:
(a) Insert name, position and address of person to whom local government electors should apply to inspect the annual return	(a) Lisa Phillips Deputy Clerk/Responsible Financial Officer 2A Chapel Road Llanharan CF72 9QA between 10 am and 1.30 pm on Mondays to Fridays (excluding public holidays), when any local government elector may make copies of the annual return.
(c) Insert a reasonable sum for copying costs	3. Copies will be provided to any local government elector on payment of: Free online copy or £0.10 per page for each copy of the annual return.
(d) Insert name and position of person placing the notice	(d) Lisa Phillips
(e) Insert date of placing of the notice	(e) 03/12/25

HYSBYSIAD AM GWBLHAU ARCHWILIAD
AC AM YR HAWL I AROLYGU'R COFNOD BLYNYDDOL
COFNOD BLYNYDDOEDD AM Y FLWYDDYN YN GORFFEN
31 MAWRTH 2025

Public Audit (Wales) Act 2004 Section 29

Rheoliadau Cyfrifon ac Archwilio (Cymru) 2014

	1. Mae archwiliadau cyfrifon dros Cyngor Cymuned Llanharan ar gyfer y blynyddoedd Sy'n gorffen ar 31 Mawrth 2025 wedi'u cwblhau.
	2. Mae'r cofnod blynyddol ar gael i'w arolygu gan etholwyr llywodraeth leol ardal Cyngor Cymuned Llanharan trwy wneud cais at:
(a) Rhowch enw, swydd a chyfeiriad y person y dylai etholwyr llywodraeth leol wneud cais iddo/iddi i archwilio'r datganiad cyfrifon	(a) Lisa Phillips Deputy Clerk/Responsible Financial Officer 2A Chapel Road Llanharan CF72 9QA
(b) Rhowch yr amseroedd y gall etholwr llywodraeth leol wneud cais i archwilio'r Ffurflen Flynyddol	rhwng 10.00 am - 1.30 pm ar ddydd Llun i ddydd Gwener gan eithrio gwyliau cyhoeddus), pryd y gall unrhyw etholwr llywodraeth leol wneud copiâu o'r cofnod blynyddol
(c) Rhowch swm rhesymol ar gyfer costau copïo	3. Darperir copiâu i unrhyw etholwr llywodraeth leol os gwneir taliad o (c) £ 0.10p am bob copi o'r ffurflen flynyddol/ ar gael am ddim ar-lein
(d) Rhowch enw a swydd y person sy'n gosod yr hysbysiad	(d) Lisa Phillips
(e) Rhowch ddyddiad gosod yr hysbysiad	(e) 03/12/25

Annual Return for the Year Ended 31 March 2025

Accounting statement 2024-25 for:

Name of body: **Llanharan Community Council**

	Year ending		Notes and guidance
	31 March 2024 (£)	31 March 2025 (£)	
Statement of income and expenditure/receipts and payments			
1. Balances brought forward	740,106	787,959	Total balances and reserves at the beginning of the year as recorded in the financial records. Must agree to line 7 of the previous year.
2. (+) Income from local taxation/levy	261,900	271,894	Total amount of income received/receivable in the year from local taxation (precept) or levy/contribution from principal bodies.
3. (+) Total other receipts	351,110	389,236	Total income or receipts recorded in the cashbook minus amounts included in line 2. Includes support, discretionary and revenue grants.
4. (-) Staff costs	118,260	99,234	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, taxable allowances, PAYE and NI (employees and employers), pension contributions and termination costs. Exclude reimbursement of out-of-pocket expenses.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on external borrowing (if any).
6. (-) Total other payments	446,896	227,267	Total expenditure or payments as recorded in the cashbook minus staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	787,959	1,122,587	Total balances and reserves at the end of the year. Must equal (1+2+3) – (4+5+6).
Statement of balances			
8. (+) Debtors	5,392	14,520	Income and expenditure accounts only: Enter the value of debts owed to the body at the year-end.
9. (+) Total cash and investments	786,738	1,123,222	All accounts: The sum of all current and deposit bank accounts, cash holdings and investments held at 31 March. This must agree with the reconciled cashbook balance as per the bank reconciliation.
10. (-) Creditors	4,171	15,155	Income and expenditure accounts only: Enter the value of monies owed by the body (except borrowing) at the year-end.
11. (=) Balances carried forward	787,959	1,122,587	Total balances should equal line 7 above: Enter the total of (8+9-10).
12. Total fixed assets and long-term assets	Restated 250,347	256,138	The asset and investment register value of all fixed assets and any other long-term assets held as at 31 March.
13. Total borrowing	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

Annual Governance Statement

We acknowledge as the members of the Council, our responsibility for ensuring that there is a sound system of internal control, including the preparation of the accounting statements. We confirm, to the best of our knowledge and belief, with respect to the accounting statements for the year ended 31 March 2025, that:

	Agreed?		'YES' means that the Council:	Toolkit
	Yes	No*		
1. In consultation with the community, we have developed a vision and purpose for the Council and used this vision to inform the Council's plans, budget and activities.	Yes		Has consulted with the community and focussed its activities to meet the community's needs	A, C
2. We have adopted a Code of Conduct for members and officers and implemented an appropriate training plan for members to ensure all councillors understand their role and responsibilities.	Yes		Ensures that councillors understand and are equipped to deliver their roles and responsibilities.	B
3. We have ensured that we electronically publish the information the Council is required to publish by law, on its website at https://llanharan-cc.gov.wales	Yes		Is transparent about its activities and provides the public with all information required by law	A, C, D, E
4. We have taken all reasonable steps to ensure that the Council complies with relevant laws and regulations when exercising its functions, including employment of staff and payment of allowances to members.	Yes		Has only done things that it has the legal power to do and has conformed to codes of practice and standards in the way it does so	
5. We have adopted standing orders, financial regulations and terms of reference and ensure that these are followed when conducting business including functions delegated to committees.	Yes		Has adopted rules and procedures to govern how the Council conducts its business including procurement of goods and services.	B, E
6. We have put in place arrangements for: - Effective financial management including the setting and monitoring of the Council's budget - Maintenance and security of accurate and up to date accounting and other financial records - Identifying potential liabilities, commitments, events and transactions that may have a financial impact on the Council.	Yes		Calculated its budget requirement in accordance with the law and properly monitors its financial position throughout the year	D
7. We have maintained an adequate system of internal control and management of risk, including: - measures designed to prevent and detect fraud and corruption including clearly documented procedures for authorising and making payments - assessment and management of risks facing the Council - an adequate and effective system of internal audit and reviewed the effectiveness of these arrangements.	Yes		Made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge including arranging for a competent person, independent of the financial controls and procedures, to give an objective view on whether these meet the needs of the body.	D, E
8. We have taken appropriate action on all matters raised in previous reports from internal and external audit.	Yes		Considered and taken appropriate action to address weaknesses /issues brought to its attention by internal and external auditors.	D, E
9. We have provided proper opportunity for the exercise of electors' rights in accordance with the requirements of the Public Audit (Wales) Act 2004 and the Accounts and Audit (Wales) Regulations 2014.	Yes		Has given all persons interested the opportunity to inspect the body's accounts as set out in the notice of audit issued by the Auditor General.	E
10. General power of Competence – The Council has resolved to adopt the General Power of Competence set out in Local Government and Elections (Wales) Act 2021		No	Meets the eligibility criteria to exercise the general Power of Competence	E

* Please include an explanation for any 'No' answers

Additional disclosure notes

Include here any additional disclosures the Council considers necessary to aid the reader's understanding of the accounting statement and/or the annual governance statement

The following information is provided to assist the reader to understand the accounting statement and/or the Annual Governance Statement

1. Expenditure under S137 Local Government Act 1972

Section 137(1) of the 1972 Act permits the Council to spend on activities for which it has no other specific powers if the Council considers that the expenditure is in the interests of, and will bring direct benefit to, the area or any part of it, or all or some of its inhabitants, providing that the benefit is commensurate with the expenditure. Section 137(3) also permits the Council to incur expenditure for certain charitable and other purposes. The maximum expenditure that can be incurred under both section 137(1) and (3) for the financial year 2024-25 was £10.81 per elector.

In 2024-25, the Council made payments totalling £ 28,541 under section 137. These payments are included within 'Other payments' in the Accounting Statement.

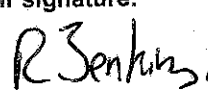
2.

Trust Funds

Trust funds – The Council acts as sole trustee for and is responsible for managing trust fund(s)/assets. We exclude transactions related to these trusts from the Accounting Statement. In our capacity as trustee, we have discharged our responsibility in relation to the accountability for the fund(s) including financial reporting and, if required, independent examination or audit.	Yes	No	N/A	Has met all of its responsibilities where it is a sole managing trustee of a local trust or trusts.
		No		

Council approval and certification

The Council is responsible for the preparation of the accounting statements and the annual governance statement in accordance with the requirements of the Public Audit (Wales) Act 2004 (the Act) and the Accounts and Audit (Wales) Regulations 2014.

Certification by the RFO I certify that the accounting statements contained in this Annual Return present fairly the financial position of the Council, and its income and expenditure, or properly present receipts and payments, as the case may be, for the year ended 31 March 2025.	Approval by the Council I confirm that these accounting statements and Annual Governance Statement were approved by the Council under minute reference:
Minute ref: 2025/154 c and d	
RFO signature: 	Chair signature: 
Name: Lisa Phillips	Name: RHYS JENKINS
Date: 21/05/25	Date: 19/06/25

* Please include an explanation for any 'No' answers

Auditor General's report and audit opinion

I certify that I have completed the audit of the Annual Return for the year ended 31 March 2025 of **Llanharan Community Council**. My audit has been conducted on behalf of the Auditor General for Wales and in accordance with the requirements of the Public Audit (Wales) Act 2004 (the 2004 Act) and guidance issued by the Auditor General for Wales.

Audit opinion: Unqualified

On the basis of my audit, in my opinion no matters have come to my attention to give cause for concern that, in any material respect, the information reported in this Annual Return:

- has not been prepared in accordance with proper practices;
- that relevant legislative and regulatory requirements have not been met;
- is not consistent with the Council's governance arrangements; and
- that the Council does not have proper arrangements in place to secure economy, efficiency and effectiveness in its use of resources.

Other matters and recommendations

There are no further matters I wish to draw to the Council's attention.

 Deryck Evans, Audit Manager, Audit Wales For and on behalf of the Auditor General for Wales	Date: 02/12/2025
---	-------------------------

Annual internal audit report to:

Name of body: **Llanharan Community Council**

The Council's internal audit, acting independently and on the basis of an assessment of risk, has included carrying out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ending 31 March 2025.

The internal audit has been carried out in accordance with the Council's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and the internal audit conclusions on whether, in all significant respects, the following control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the Council.

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
1. Appropriate books of account have been properly kept throughout the year.	✓				<i>Please see our Internal Audit Report dated 19th May 2025</i>
2. Financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.	✓				''
3. The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	✓				''
4. The annual precept/levy/resource demand requirement resulted from an adequate budgetary process, progress against the budget was regularly monitored, and reserves were appropriate.	✓				''
5. Expected income was fully received, based on correct prices, properly recorded and promptly banked, and VAT was appropriately accounted for.	✓				''
6. Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for.	✓				''
7. Salaries to employees and allowances to members were paid in accordance with contracts/ minuted approvals, and PAYE and NI requirements were properly applied.	✓				''
8. Asset and investment registers were complete, accurate, and properly maintained.	✓				''

* Please include an explanation for any 'No' answers

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
9. Periodic and year-end bank account reconciliations were properly carried out.	✓				"
10. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments/income and expenditure), agreed with the cashbook, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors were properly recorded.	✓				"
11. Trust funds (including charitable trusts). The Council has met its responsibilities as a trustee.			✓		<i>The Council does not act for and on behalf of any Charitable Trust or Trust Fund.</i>

For any risk areas identified by the Council (list any other risk areas below or on separate sheets if needed) adequate controls existed:					
	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
12.			✓		<i>No additional risks identified</i>
13.			✓		"
14.			✓		"

* If the response is 'no', please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

** If the response is 'not covered', please state when the most recent internal audit work was done in this area and when it is next planned, or if coverage is not required, internal audit must explain why not.

[My detailed findings and recommendations which I draw to the attention of the Council are included in my detailed report to the Council dated 19 May 2025.] * Delete if no report prepared.

Internal audit confirmation

I/we confirm that as the Council's internal auditor, I/we have not been involved in a management or administrative role within the body (including preparation of the accounts) or as a member of the body during the financial years 2024-25 and 2025-26. I also confirm that there are no conflicts of interest surrounding my appointment.

Name of person who carried out the internal audit:	Claire Lingard
Signature of person who carried out the internal audit:	<i>Claire Lingard</i> Internal Auditor
Date: <u>19 May 2025</u>	WGWN Online www.wgwnline.org

* Please include an explanation for any 'No' answers

Appendix 9

Resolutions and recommendations of the Trenos and Ewenni Crossings Project Committee (TEC) held Thursday 27th November 2025

TEC2025/037

Scheme of Delegation for the Ewenny Bridge Project.

RESOLVED

To adopt the scheme of delegation as presented in Appendix 3 to the meeting subject to the following alteration: That the value of £2,500 be replaced with the value £4,000 in the line, "The decision does not incur or commit expenditure likely to exceed £2,500(exclusive of VAT, if applicable)"

Clerk's note: also shown in Appendix 9a.

TEC2025/039 'Decisions made tracker' and 'decisions required. Log' and to consider the decisions required.

A1) RESOLVED

To instruct Burroughs that the Council wishes to submit a planning LDC (Lawful Development Certificate) application and to obtain 3 prices from suitable planning consultants from which the Council will select, in order to facilitate the application.

A3) RESOLVED

To indicate consent for Burroughs to engage directly with the LPA, NRW and DCWW as well as the Wildlife Trust of South and West Wales and those other groups and organisations explicitly mentioned in the tender pack or in subsequent correspondence.

A4) RESOLVED

To consent to Burroughs seeking 3 quotations for the undertaking of an ecology survey to the wider area surrounding the project including the bridge, paths and potential contractor accesses. The Council to select a vendor in due course.

TEC2025/040 Route of the accessible paths to the North and South of the bridges.

A2) i) RESOLVED

For the proposed route of the accessible multiuser path to the South of the Trens railway crossing bridge to run from Bryncae Community Centre Carpark to the Trens railway crossing bridge. (Shown as the 'Yellow route' on the access audit plan). The full route, north to south to be both wheelchair friendly and Bridleway specification along its length insofar as is possible.

A2)ii) RESOLVED

For the proposed route of the accessible multiuser path to the north of the Ewenny bridge to run from the northern end of the bridge up to the 'crossroads' in Brynna woods (shown as the 'orange route' on the access audit plan) and then to continue to the western exit to the woods at 'The Green' (Eco-houses) (shown as the left hand fork of the 'red route' on the access audit plan). The full route, north to south to be both wheelchair friendly and Bridleway specification along its length insofar as is possible.

App 9a

Draft Scheme of Delegation: Project Decision-Making Authority

Purpose

To delegate limited decision-making authority to the Clerk of the Council in relation to the delivery of the Ewenny Bridge Project (LCC23/01), ensuring operational efficiency while maintaining appropriate oversight by the TEC Committee.

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.

Reporting Requirements

All decisions made under this delegation must be:

- Recorded in writing.
- Reported to the next TEC Committee meeting for noting.

Review and Amendment

This Scheme of Delegation shall be reviewed:

- At the conclusion of the project
- Or earlier if requested by the TEC Committee or Full Council

Appendix 11

To consider the renewal of the Council's vehicle insurance policy

Officer recommendation:

To authorise the officers to spend up to a maximum of £3,250 (subject to the addition of the John Deere ride-on mower) on a suitable insurance policy covering the Council's vehicles on the terms outlined in the documents below.

The officers to attempt to make saving by obtaining further quotations where possible.

From: [The Clerk / Project Officer](#)
To: [Council & Committee Meetings](#)
Subject: FW: Your renewal offer [Version Ref: 163710104]
Date: 11 December 2025 17:04:53
Attachments: ([#2333530252](#)) [AJG Private Clients Renewal Invite Letter - New.pdf](#)
([#2333514612](#)) [Schedule - Minifleet Renewal Quote from Aviva.pdf](#)
([#2333514609](#)) [Statement of Fact - Minifleet Renewal Quote from Aviva.pdf](#)
([#2333514620](#)) [Aviva Minifleet Renewal Quote Policy Wording.pdf](#)
([#2333514618](#)) [Aviva Minifleet Renewal Quote Notice to Policyholder.pdf](#)

Members,

FYI Please find for your information the quotation for the annual vehicle insurance comprising the Van, the Red tractor and the Green lawnmower.

This is a revised quotation and will constitute Version 2 of Appendix 11 for the Full Council meeting to be held on 18th December.

The increase in cost is largely due to adding the 3rd vehicle, the Green John Deere Lawnmower. This machine was previously omitted from the policy, only being added when required for use.

Following a review I have decided that the machine should remain on the policy permanently in case of theft. To offset the cost I have designated this vehicle and the Red Tractor (the TYM) to be driven by named drivers only (The grounds-maintenance team). The van can be driven by them plus the Deputy Clerk.

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: Emily Codd <Emily_Codd@ajg.com>
Sent: 11 December 2025 14:52
To: The Clerk / Project Officer <project@llanharan-cc.gov.wales>

Subject: Your renewal offer [Version Ref: 163710104]

Renewal offer for your Commercial Vehicle Insurance Policy

Policy Number: 97MF18130727

With regard to the above policy, which falls due for renewal on 4th January 2026, I am now pleased to attach your renewal quote from Aviva Insurance Limited.

The premium (including IPT and fees) for the coming year will be: £ 3,227.30.

For comparison, the total cost of your policy for the cover required at the start of last year was £2,665.33.

All amounts include tax and fees where applicable.

You have been with us for a number of years. You may be able to get the insurance cover you want at a better price if you shop around.

Please ensure you read through the attached and confirm that it meets your requirements. I look forward to receiving your instructions to proceed.

To discuss this further, or if you have any additional queries, please don't hesitate to contact me.

Emily Codd

Account Executive

Arthur J. Gallagher Business Without Barriers



Gallagher Unit 3, Magden Park, Green Meadow, Llantrisant, Rhondda Cynon Taff, CF72 8XT

Emily_Codd@ajg.com | [AJG.com/uk](https://www.ajg.com/uk)

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EEA - <https://www.ajg.com/se-en/eea-privacy-notice/>

If you are providing us with personal data of another individual, you must tell them you are providing this to us and show them a copy of this notice. Please contact me if you do not want to receive direct marketing information from us.

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Private & Confidential

Catherine Kennedy
Llanharan Community Council
2A Chapel Road
Llanharan
Pontyclun
Mid Glamorgan
CF72 9QA
United Kingdom

11th December 2025

Dear Catherine,

Insurance Policy: Commercial Vehicle
Client Name: Llanharan Community Council
Client Reference Number: 32264407
Policy Number: 97MF18130727
Renewal Date: 4th January 2026

**Unit 3, Magden Park
Green Meadow
Llantrisant
Rhondda Cynon Taff
CF72 8XT**

Tel: 01443 502 570

www.ajg.com/uk

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 Cover	Insurer	Last Year's Premium (for comparison)*	Renewal Premium This Year
Commercial Vehicle	Aviva Insurance Limited	£2,379.76	£2,823.48
Subtotal Before Taxes & Fees		£2,379.76	£2,823.48
Insurance Premium Tax		£285.57	£338.82
Administration Fee(s)		£0.00	£65.00
Total		£2,665.33	£3,227.30

* Last year's premium takes into account any changes you may have made since you took out your policy and shows what the full year's premium would have been had these changes been in place from your cover start date.

You have been with us for a number of years. You may be able to get the insurance cover you want at a better price if you shop around.

Commercial Vehicle

Your Requirements and Our Recommendations**Your Requirements**

We have assessed the information about your 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. The product requested meets the demands and needs of those of a person who wishes to protect their goods vehicle against loss or damage from a wide range of insurable perils. These include (but are not restricted to) theft and vandalism, damage resulting from an accident, fire, personal injury to the driver and passengers, damage to third party property and third party legal liability.

You have not selected optional add-on product(s) to access additional cover which complements your main policy, or suits your specific needs (as per the schedule attached).

Our Recommendation(s)

We recommend that this policy is placed with **Aviva** insurer under their **Commercial Vehicle** product based upon your requirements to purchase **Commercial Vehicle** and the price, extent of cover and policy benefits provided by the insurer.

- 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 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.

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

Market Selection

We have carried out a "fair analysis" of the market. This means we have used our professional judgement to decide which insurers to approach to obtain quotations. The selection of available insurers is based on our assessment of cover provided, price and other relevant considerations. You may ask us for a list of insurers we have approached.

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 set 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.

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.

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 a recovery for any claims made.

Policy Documents

It is important that you check through your policy documentation thoroughly to ensure that you are happy with the cover stated. Please read all documents carefully, paying particular attention to the limits, endorsements and exclusions. **If any information is incorrect, please contact us immediately on the number shown at the end of this letter.**

Cancellation Rights

You have a statutory right to cancel your policy within a 14 day cooling off period, this applies from the start date or renewal date of your policy, or from the day on which you receive your policy documentation, whichever is later. You may also cancel your policy outside of the 14 day cooling off period, specific information about your policy cancellation terms can be found in your policy documentation.

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:-

-
- Direct Debit with Insurers (if available). Where you do pay by Insurer direct debit this does not include our administration fee which we do require you settle by way of a cash payment where applied. Details of how to pay us can be found on our invoice.
- Credit/Debit Card
- Bank Transfer (BACS)
- Premium Finance – If you have not paid by this method before and are interested in doing so, please contact us to discuss.

Payment via Direct Debit

Where you paid the prior period of insurance by direct debit facility provided by insurers, this will automatically continue. Please let us know prior to the expiry of your current policy(ies) if you do not wish to continue on this basis. We must point out that this is an arrangement between you, the finance provider and the insurer. If you fail to make payments, or the agreement is terminated, then you may become immediately liable, for any outstanding debt to your insurer and cover will cease. Where you do pay by Insurer direct debit this does not include our administration fee which we do require you settle by way of a cash payment. Details of how to pay us can be found on our invoice.

Next Steps

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.



Insurance | Risk Management | Consulting

If you want to renew and would like to pay by credit/debit card or via BACS (Bank Transfer), simply call us. If you have any questions relating to your insurance arrangements, please do not hesitate to contact us.

Yours sincerely

Danielle Tyler
Private Clients Account Executive
Direct Dial: 01443 502 571
Email: Danielle_Tyler@ajg.com

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 Wording(s)	A Policy Wording outlining the full terms and conditions is enclosed for your review.
Insurance Product Information Document(s) - IPID	An overview of the proposed cover including limits. Please read in conjunction with your policy wording and advise us immediately if there are any terms you are unable to comply with or do not understand.
Important Information	Please read and retain.
Initial Disclosure Document	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
Commercial Vehicle	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 or agreed value of buildings, contents and high value Items at regular intervals. Sums insured and valuations 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 property for its full value including any incidental costs necessary for its replacement. Any contents should be valued for their full replacement value as new items.

You must notify us if the full replacement value of your property 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 property 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. Your Obligations

General notice of reasonable care for consumers

Important Notice - Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions we ask. Please read any assumptions carefully and confirm if they apply to your circumstances.

You must tell us within 14 days of you becoming aware if the following information provided by you changes after you purchase your policy and during the period of your policy.

You should be aware that if the information provided by you is not complete and accurate, we may:

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

We recommend that you keep a record (including copies of letters) of all the information you provide to us for your future reference.

We also draw your attention to any conditions, limitations, exclusions and excesses within the wording.

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 £500	Annual premium over £500
New Business and Renewal administration fee	£65	£65
Cancellation administration fee	£0	£0
Mid-term adjustment administration fee	£50	£50

There is a cap of £400 in total for administration fees per customer per year.

5. Basis of our services

The services we provide are outlined in our **Initial Disclosure Document**. A copy of which is provided within this letter. **Please read this carefully as we will provide our services in line with this.**

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 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.

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. Making a Claim

In the event of any assistance required, please contact us. However if you require urgent assistance out of hours please contact your insurance company direct on the dedicated claims helpline number, which will be detailed in your policy schedule.

The majority of insurers have a dedicated claims line to speed up the claims process. You

will need to have as much information about the claim as possible, including but not limited to: -

- Policy type and policy number
- Date loss occurred
- Location and description of loss
- Name and address of injured party if applicable

Initial Disclosure Document

What is the purpose of this document?

This document sets out important information about who we are, the services we provide, the terms on which we agree to act for you and details of our statutory and regulatory duties.

This document will supersede any IDD or terms of business agreement that we may have previously sent to you. It is important that you read this document carefully as it contains details of our statutory responsibilities and your contractual obligations. If there is anything that you do not understand you should inform us otherwise we will assume you are providing informed consent to these terms.

References in this document to 'we', 'us', and 'our' shall mean Arthur J. Gallagher Insurance Brokers Limited and references to 'insurers' shall include insurers, underwriters, managing agents and, where applicable, reinsurers with whom we place business

Who are we?

Arthur J. Gallagher Insurance Brokers Limited is a company incorporated in Scotland (registered number SC108909) whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow G27AT. You can find out more about us at <http://www.ajg.com/>

Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (FCA). The FCA is the independent watchdog that regulates the provision of financial services. Our registration 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 (<http://www.fca.org.uk/register>) or by contacting the FCA on 0800 111 6768.

Whose products do we offer?

We offer products from a range of insurers. A list of insurers we use is available upon request.

We only offer products from a single insurer for the following ancillary products: Home Emergency; Legal Expenses; Gap Insurance; Breakdown; Key Cover; Excess Protection

In certain circumstances we may act for insurers or use services of other of our group companies - please see the section headed "Conflicts of Interest" for further information.

What service(s) can we provide to you?

Our services to you may include (but are not restricted to): advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, helping you to make changes to your insurance policy, providing assistance to you in submitting a claim and any other related services. In certain circumstances, insurers may have delegated authority to us to carry out certain activities, such as binding risks, handling claims or issuing documents.

We act on an 'advised' basis which means that we will be making a recommendation as to the purchase of a specific insurance policy/cies based on information you have given us around your particular demands, needs and circumstances. In these circumstances we act as your agent in order to select appropriate cover from insurance markets.

How are we paid for our services?

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

- a) 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
- c) given to us by the insurers with whom we place your business; and
- d) administration charges, in addition to any insurance premiums and/or fees, for administration of your
- e) 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. In these cases, and upon request, we will explain which remuneration applies to each policy.

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, payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf. We are entitled to withdraw fees, commission and administration charges as noted from the client's request. Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business.

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

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

Premium Finance Arrangements

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. 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. We also earn income from arranging premium finance arrangements.

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.

We may act as an 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.

Your policy documentation

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 as any failure to comply with these terms may invalidate your cover.

What to do if you have a complaint?

We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting the business which sold your policy or your usual account executive in the first instance.

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

In writing: Complaints Team, Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT

By email: PersonalLinesUK@AJG.com

By telephone: 0141 285 3539

Whilst we will make every effort to maintain the highest standards, we recognise that there may be occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we undertake to:

- Try and resolve the complaint within 3 working days and write to you confirming if we have done so;
- Acknowledge any formal complaints promptly;
- Respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, we will write to you to explain why we have been unable to conclude the matter

quickly.

- If we have been unable to resolve your complaint in eight weeks, we will write to you explaining the reason as to why this has not been possible. We will also advise you of your right to refer your complaint to the Financial Ombudsman Service (if applicable).

Financial Ombudsman Service

If you still 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; the 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

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.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we are unable to meet our financial obligations to you and subject to eligibility. Details of the circumstances in which you can make a claim – and instructions on how to do so – can be found on the FSCS website: <http://www.fscs.org.uk/> Separately, your insurer and/or you may be covered by a different compensation scheme.

How your money is handled

In our role as intermediary between you and your insurer, we may hold money either paid by you to be passed on to your insurer or paid to us by your insurer to be passed on to you. For your protection, money received from you, or money to be paid to you, will be held by us in accordance with FCA rules.

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.

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.

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. 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.

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.

How do we maintain your privacy?

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. We also use personal data for business purposes to advise, improve and develop our products and services, to comply with our legal and regulatory obligations, for fraud prevention and financial management, to conduct data analytics, surveys, benchmarking and risk modelling to understand risk exposures and experience, and to collect and use your data in the creation of databases, data models and reports. The use of this data 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. We may share personal data with our group companies and third parties such as (re)insurers, other brokers, surveyors, loss adjusters, loss assessors, third party claims administrators, credit reference agencies, premium financing providers, service providers, professional advisors, 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.

In order for us to operate as a global business and provide our services, we may transfer personal data 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 the personal data received an adequate and consistent level of protection.

Please see our Privacy Notice for further information on how your personal data is used, shared, transferred, 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 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.

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.

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.

You may also have cancellation rights, including if applicable statutory rights, in respect of your insurance policy, details of which will be set out in separate documentation.

Financial Crime

You confirm that you will 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 applicable) the US Foreign and Corrupt Practices Act 1977.

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. The policies we arrange may include clauses on financial and trade sanctions, anti-money laundering and export controls, ("Sanctions"). 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 legislation (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 Disclosure Obligations

Please note that the Consumer Insurance (Disclosures and Representations) Act 2012 governs your disclosure obligations with us. You must take reasonable care to provide complete and accurate answers to the questions we ask. Please read any assumptions carefully and confirm if they apply to your circumstances. Please tell us within 14 days of you becoming aware if the information provided by you changes after you purchase your policy and during the period of your policy. If you do not provide us with complete and accurate information which is subsequently disclosed, or comes to light after the commencement date of the insurance, your insurer may consider that you have misrepresented your risk and could either revise the premium and /or change any excess, or the extent of cover may be affected, cancel your policy or refuse to pay claims or both.

Your Minifleet (including Single Business Vehicle) Quote Schedule

Policy Number: 97MF18130727

Renewal: Produced on 11/12/2025

Important (Material Circumstances)

If the information in the **schedule** is incorrect or incomplete, or if the insurance does not meet **your** requirements, please tell **us** as soon as possible.

You are reminded of the need to tell **us** immediately of any circumstances or changes which **we** would take into account in **our** assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate **your** policy, or may result in the policy not operating fully.

Your Quotation Details

Quotation Date	04/01/2026
Quote Valid Until	04/01/2026
Renewal Date	04/01/2027
Renewal Premium	£2,823.48
Insurance Premium Tax	£338.82
Total Amount Due	£3,162.30

Your details

Proposer's Name	Llanharan Community Council
The Business	Local Government
Policyholder's Contact/Business Address	2A Chapel Road Llanharan Pontyclun Mid Glamorgan United Kingdom CF72 9QA

Your Insurance Adviser's Details

Agency number	50Z18
Name	Arthur J Gallagher Insurance Brokers (Wales) - 50Z18
Address	Unit 3, Magden Park Green Meadow Llantrisant Pontyclun Mid Glamorgan United Kingdom CF72 8XT

In addition to the core covers provided by this product, please remember we are here to assist and provide a range of supplementary support, for example accident management and risk prevention support.

For any further assistance please contact us as required.

Your Minifleet (including Single Business Vehicle) Quote Schedule Added Benefits

Fleetline - Your 24 hours a day, 365 days a year, Claims Service

There are no claim forms to fill out, just call 0800 246 876

We understand the importance your vehicle plays in your business and with just one call to Fleetline, our professionally-trained Incident Managers will help you get your vehicle back on the road as fast as possible, with a minimum fuss. You do not have to pay extra for Fleetline, it is all part of the service. We will confirm whether the incident is covered by your policy and advise you of any excess you will have to pay and if the incident is covered, we pay the repairer/supplier (less your excess). You will be assigned a Personal Incident Manager to handle your claim from beginning to end, keeping you regularly updated on its progress.

Benefits of using Aviva's approved repairer network include:

- Repairs are guaranteed for 3 years (or as long as you own the vehicle, if less than 3 years after the repair)
- If you are entitled to a courtesy vehicle our network providers can provide a Class A vehicle replacement for private cars or a Class V1 car derived van for goods carrying vehicles up to 7.5T, with an option to hire larger vehicles at a discounted cost to you

Remember the earlier you contact us, the sooner we can get you back on the road and help you manage the costs and inconvenience to your business.

Making a claim

Just call Fleetline on
0800 246 876

In case of an accident Call 0800 246 876

If you have been involved in an accident and your vehicle cannot be driven, your Incident Manager will look after your immediate needs by:

- arranging for your vehicle to be recovered and taken to an approved repairer
- dealing with any immediate concerns you may have, such as contacting those who need to know you have been involved in an accident.

The repairer bills will be paid directly by us to our approved repairer (apart from any applicable excess) so there is no need to worry about the finance.

Damaged windscreens/windows Call 0800 246 876

If your windscreen or windows are cracked, chipped or shattered, call Fleetline and an Incident Manager will arrange for an approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the affected glass.

Do You or Your drivers use a Smartphone or Tablet Device

Aviva Claims Number
Why not scan this QR Code and store our contact details directly to Your device?



Declared Drivers

	DRIVER NAME	DATE OF BIRTH
1.	Paul Beach	26/01/1962
2.	Lisa Harry	26/12/1974
3.	Paul Harris	16/11/1968

Your Minifleet (including Single Business Vehicle) Renewal Quote Schedule 97MF18130727

Effective Date: 04/01/2026

Registration/VIN Number	Type (Use)	Description	NCD Years	Cover	GVW (Kg) / CC	Value (£)	Year	Breakdown	AD Excess (£)	F&T Excess (£)	W/S Excess (£)	Main Driver	Additional Driver(s)	Clause(s) Applying	Overnight Postcode
HF72YMD	GV (T1)	TOYOTA - PROACE EV ICON L1 50 KWH 134BHP VAN 2 SIDE L1 ELECTRIC AUTOMATIC 2WD 3100KG GVW 1225KG MAX PAYLOAD	5+	COMP	0cc	30,000	2022	N	250	250	150	1	2, 3		CF72 9QA
AJ19WRA	AG	TYM 293 Tractor, Tractor - Agricultural	5+	COMP		16,000	2019	N	250	250	150	1	3		CF72 9QA
CA16WBM	AG	John Deere ride on lawnmower, Lawn Mower	0	COMP		8,000	2011	N	250	250	150	1	3		CF72 9QA

TYPE "PC" – Private Car "GV" – Goods Carrying Vehicle "ST" – Special Types Vehicle "AG" – Agricultural Vehicle "MC" - Motorcycle

(USE) "T1" – Carriage of Own Goods "T2" – Carriage of Goods for Hire or Reward

COVER "COMP" – Comprehensive Cover "TPF&T" – Third Party Fire & Theft "TPO" – Third Party Only "ADF&T" – Accidental Damage, Fire & Theft (including Laid Up) Only "F&T" – Fire & Theft (including Laid Up) Only

EXCESS "AD" – Accidental Damage (including Laid up) Only "F&T" – Fire & Theft (including Laid Up) Only "WS" – Glass Replacement

Provided that the vehicles above belong to **you** or are hired, leased or lent to **you** EXCLUDING any Motor Vehicle

(i) owned by or hired, leased or lent to an employee of **you**

(ii) hired or leased to a customer of **you**

Your Minifleet (including Single Business Vehicle) Renewal Quote Schedule *continued*

Policy Number 97MF18130727 Cover **continued**

General Clauses **(Applying to ALL Vehicles)**

FTMF029 Additional Theft Excess

Where your vehicle is any model of Land Rover or Range Rover and its **market value** is £25,000 or over, in the event of any loss of, or damage to, **your vehicle** (including its **accessories** and spare parts) caused by **theft**, an additional excess will apply to **your** claim, calculated as five percent of the **market value** of **your vehicle** at the time of loss.

This additional **excess** applies in addition to any other **excess** stated in the **schedule**.

This **clause** applies in addition to any other **clause(s)** stated in the **schedule**.

Your Minifleet (including Single Business Vehicle) Renewal Quotation Statement of Fact

This is an important document and You must read it in full

Quote Details	Produced On:	11/12/2025
	Policy Number:	97MF18130727
	Policy Holder's Name:	Llanharan Community Council
	Policy Holder's Contact/Business Address:	2A Chapel Road Llanharan Pontyclun Mid Glamorgan United Kingdom CF72 9QA
	Effective Date of Cover:	04/01/2026
	Insurance Advisors Reference:	50Z18
	The Business:	Local Government

What is a statement of fact? This is an important document and you must read it in full.

A Statement of Fact records the information notified to Aviva and facts assumed about **you**, your business and your business partners and directors. It must be read in conjunction with the enclosed policy, any clauses endorsed on the policy, the **schedule** and the **certificate of motor insurance** and policy wording. This information has been taken into account when calculating the premium, terms and conditions upon which your policy is formulated.

Please remember **you** must make a fair presentation of the risk to **us**. This means that **you** must

- (1) disclose to **us** every material circumstance which **you** know or ought to know or, failing that, sufficient information to alert **us** that **we** need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a:
 - (a) matter of fact is substantially correct; and
 - (b) matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence our judgement (as a prudent insurer) in determining whether to take the risk and, if so, on what terms. **You** must also make a fair presentation of the risk to **us** in connection with any variations, e.g. changes **you** wish to make to your policy in which case **you** must inform your insurance adviser. If **you** fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy. If **you** are in any doubt as to whether a circumstance is material then **you** should disclose it.

You should keep a record of all information supplied to the insurer for your future reference.

You must check all the information contained in this Statement of Fact and the schedule and contact your insurance adviser immediately if any details are incorrect or incomplete. Failure to do so may mean that your policy is not valid or We may not be liable to pay all or some of your claim(s).

Any subsequent alterations to this statement of fact take precedent over the information contained within it.

Has the policyholder, any director, partner or family member involved with the business or any other company or business:

- ever had a proposal declined, renewal refused, insurance cancelled by the insurer No
- ever been convicted of or charged (but not yet tried) or been given an Official Police Caution in respect of any criminal offence other than a motoring offence which are not spent under the Rehabilitation of Offenders Act No
- in the last ten years been declared bankrupt or insolvent No
- in the last ten years been disqualified from being a company director No
- in the last ten years been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree No

Has the policyholder, any director, partner or family member involved with the business or any person who, to your knowledge will drive under this insurance:

- ever had their operators licence revoked or had restrictions imposed No
- in the last three years been prosecuted by the traffic commissioner for, or convicted in connection with any tachograph or drivers hours offence No
- ever been convicted of or charged (but not yet tried) or been given an Official Police Caution in respect of any criminal offence other than a motoring offence which are not spent under the Rehabilitation of Offenders Act No

The business:

- in the last ten years has been subject to an investigation by HM Revenue and Customs which has resulted in a prosecution No
- does not have a permanent registered address No
- is a prison, asylum or detention centre, or a manufacturer, retailer or supplier of arms or munitions, or an unlicensed labour supplier or an animal testing research laboratory, or a manufacturer of tobacco No
- employs professional sportspersons, entertainers, pop stars or professional models No
- has more than one fleet or (multi vehicle) policy in force No
- has a valid operator's licence No
- employs temporary / casual / agency drivers No
- employs non-UK licenced drivers No

Will any vehicle to be insured:

- be used for motor trade or courier/parcel delivery purposes No
- be used for self drive hire and/or credit hire purposes i.e. any vehicle you hire out or rent to others, without supplying a driver (other than the hiring of Special Type vehicles specified in the policy) No
- be used for carriage of passengers for hire or reward No
- be used for carriage of goods for hire or reward and primarily used or based in Northern Ireland No
- be owned or used by any Embassies, High Commissions, or any member of a Royal Family No
- be primarily or regularly used for the carriage of U.S. or Canadian Nationals No
- be used outside the UK for more than 60 days in any period of No

insurance

- be registered to or owned by any employee or any other individual or family member of either the policyholder, named director (as per Companies House) or partner within the insured business. No
- be used for any business purpose other than for the policyholder's business No
- carry hazardous substances defined as:
any goods carried which are defined (by categories 1 - 9) in accordance with the United Nations (UN) classification requirements. These are in respect of explosives, gases, flammable liquid, flammable solids, oxidising substances, toxic substances, radioactive material, corrosive substances and miscellaneous dangerous goods No
- visit hazardous locations defined as:
power stations, nuclear installations, refineries or bulk storage or production premises in the oil, gas or chemical industries, Ministry of Defence premises, military bases, airside at any airport designed for fare paying passengers &/or freight handling, rail trackside or other rail property No
- have non-manufacturer fitted modifications No
- You are not owned by an individual or entity which appears on the financial sanctions list of the United Nations, the European Union, United Kingdom or United States of America or any of its states.
- Neither You, nor any director or partner of Yours involved with The Business
 - has any company or business in any sanctioned territory
 - exports to or operates in any sanctioned territory or has any business dealings with individuals or entities that are known to be sanctioned under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states
 - has any involvement with any products or components associated with weaponry, arms, or military goods

Note: "Sanctioned territory" means any territory which appears on the financial sanctions list or is otherwise the subject of any trade or economic sanctions laws or regulations imposed by the European Union, United Kingdom or United States of America or any of its states.

Minifleet (including Single Business Vehicle) Policy

(Fast Trade)

Please keep this document safe and refer to it if you need to make a claim.

If you need this document in an alternative format, please speak to your insurance adviser.

Introduction

Welcome to Minifleet (including Single Business Vehicle). You should keep this document in a safe place and make a note of your policy number and the Fleetline number so these are available should an emergency arise.

If you have any queries about the cover or you would like to extend it, please speak to your usual insurance adviser.

Fleetline – Your 24 hours a day, 365 days a year, Claims Service

We understand the importance your vehicle plays in your business and with just one call to Fleetline, our professionally-trained Incident Managers will help you get your vehicle back on the road as fast as possible, with a minimum fuss. You do not have to pay extra for Fleetline, it is all part of the service.

There are no claim forms to fill out, just call 0800 246 876

We will confirm whether the incident is covered by your policy and advise you of any excess you will have to pay and if the incident is covered, we pay the repairer/supplier (less your excess).

Benefits of using Aviva's approved repairer network include:

- Repairs are guaranteed for 3 years (or as long as you own the vehicle, if less than 3 years after the repair)
- If you are entitled to a courtesy vehicle our network providers can provide a Class A vehicle replacement for private cars or a Class V1 car derived van for goods carrying vehicles up to 7.5T, with an option to hire larger vehicles at a discounted cost to you

Remember the earlier you contact us, the sooner we can get you back on the road and help you manage the costs and inconvenience to your business.

Making a claim

Just call Fleetline on
0800 246 876

In case of an accident

Call 0800 246 876

If you have been involved in an accident and your vehicle cannot be driven, your Incident Manager will look after your immediate needs by:

- arranging for your vehicle to be recovered and taken to an approved repairer
- dealing with any immediate concerns you may have, such as contacting those who need to know you have been involved in an accident.

The repairer bills will be paid directly by us to our approved repairer (apart from any applicable excess) so there is no need to worry about the finance.

Damaged windscreens/windows

Call 0800 246 876

If your windscreen or windows are cracked, chipped or shattered, call Fleetline and an Incident Manager will arrange for an approved glass company to get to you as quickly as possible, assess the damage and either repair or replace the affected glass.

Breakdown and European Assistance

Call 0800 246 876

If you have selected Breakdown insurance and you require Breakdown and European Motoring Assistance, call Fleetline and we will arrange for the RAC to be with you as soon as possible.

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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Contract of Insurance

The Contract of Insurance

The contract of insurance between **you** and **us** consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your “Statement of Fact” document issued by **us**;
- the policy **schedule**;
- the **certificate of motor insurance**;
- any notice issued by **us** at renewal;
- any **clause** applied to your policy; and
- the information under the heading “Important Information” which **we** give **you** when **you** take out or renew your policy.

In return for **you** having paid or agreed to pay the premium, **we** will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

Important

This policy is a legal contract. You must tell us about any material circumstances which affect your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If you are not sure whether a circumstance is material ask your insurance adviser. If you fail to tell us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information you give us or your insurance adviser when you renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **us** automatically being discharged from any liability, then such a breach shall result in any liability **we** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **we** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **we** agree that **we** may not rely on the non-compliance to exclude, limit or discharge **our** liability under this policy if **you** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- (1) The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business; or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored

Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats please contact your insurance adviser.

Use of Language

All communications relating to this contract will be in English.

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **[fscs.org.uk](https://www.fscs.org.uk)**

Complaints Procedure

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or usual point of Aviva contact.

What will happen if you complain to Aviva

If we are unable to resolve your concerns quickly, we will:

- Acknowledge your complaint promptly
- Assign a dedicated complaint expert who will review your complaint
- Carry out a thorough and impartial investigation
- Keep you updated of the progress
- Do everything we can to resolve things as quickly as possible
- Provide a written response within eight weeks of receiving your complaint, this will inform you of the results of our investigation or explain why this isn't possible.

Where we have been unable to resolve your concerns or have been unable to resolve your complaint within eight weeks, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at **www.financial-ombudsman.org.uk**, where you will find further information.

Policy Definitions

*Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will be stated in bold text each time it appears in the policy, for example **excess**, except when used in the sections of the policy headed 'Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.*

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Accessories

Parts to **your vehicle** which are not directly related to how it works as a vehicle. This includes audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems providing they are permanently fitted to **your vehicle** and have no independent power source.

Advanced Driver Assisted Systems/ADAS

Integrated in-vehicle intelligent safety systems including, but not limited to, those designed to reduce the frequency and/or severity of accidents.

Agricultural Vehicle

Means any type of tractor or mechanically-propelled implement including any other vehicle used solely for agricultural or forestry purposes where a Road Fund Licence is not required or which is used under a licence with exemption from duty under Section 5 (Schedule 2) of the Vehicle Excise and Registration Act 1994. Such vehicles appear in the **schedule** of vehicle types as AG.

Alternative Fuel Vehicle

An **electric vehicle**, **hydrogen fuel vehicle** or a **plug-in hybrid electric vehicle**.

Approved Repairer

A facility approved by **us** for the repair, damage assessment and/or storage of **your vehicle**.

Attachments

Any item of equipment, which can be added to a **special type vehicle** or an **agricultural vehicle**.

Automated Driving Mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or **road traffic acts**.

Automated Vehicle

Any motor vehicle manufactured, designed or adapted to be capable of safely driving itself and is listed as an automated vehicle under the Automated and Electric Vehicles Act 2018

Certificate of Motor Insurance

The current document that proves **you** have the motor insurance required by the **road traffic acts** to use **your vehicle** on a road or other public place. It shows who can drive **your vehicle** and what it can be used for.

The certificate of motor insurance does not show the cover provided.

Clause

Changes to the terms of your policy. These are shown in your **schedule**.

Computer Systems

Any computer, hardware, **software**, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which Involves access to, processing of, use of, or operation of any **computer systems** and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Data

All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, **software** or firmware, code of series of instructions, facts, concepts, code or any other information of any kind.

Electric Vehicle

A motor vehicle that is capable of being propelled by only electrical power derived only from an electrical rechargeable battery which is charged by an external power source.

Excess

The amount or amounts, shown in your policy, **schedule** or **clause**, which **we** deduct from each and every claim for loss of or damage to **your vehicle** or other property insured.

The amount applies to each individual vehicle.

Fire

Fire, self-ignition, lightning and explosion.

Goods-carrying Vehicle

Means any motor vehicle manufactured or adapted for the carriage of goods (other than an **agricultural vehicle**). Such vehicles appear in the **schedule** of vehicle types as GV.

Green Card

A document required by non-EU countries to provide proof of the minimum compulsory insurance required by law to drive in that country.

Hydrogen Fuel Vehicle

A motor vehicle that is capable of being propelled by electrical power derived from hydrogen.

Ignition Keys

Any key, device or code used to secure, gain access to, and enable **your vehicle** to be started and driven.

Market Value

The cost of replacing **your vehicle** with one of the same make, model, specification and condition.

Motorcycle

Means any mechanically-propelled two wheeled vehicle with or without a sidecar or **trailer** attached. Such vehicles appear in the **schedule** of vehicle types as MC. (A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart shall be classed as a **motorcycle**).

Period of Insurance

The period of time covered by this policy as shown in your **schedule**. Each renewal represents the start of a new period of insurance.

Personal Belongings

Personal property within **your vehicle**. This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to **your vehicle**.

Plug-in Hybrid Electric Vehicle

A motor vehicle that is capable of being propelled directly from its internal combustion engine, by only electrical power, or by using both electrical power and its internal combustion engine, and where such electrical power is derived from an electrical rechargeable battery which is charged by such engine or by an external power source.

Principal

Any person who employs **you** to act in their place or on their behalf.

Private Car

Means any passenger-carrying motor vehicle with not more than 17 seats (including the driver) and not used for hire or reward. Such vehicles appear in the **schedule** of vehicle types PC.

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Safety Critical Software

Any **software** which without being installed or updated would make it unsafe to use the vehicle.

Schedule

The document which gives details of the cover provided.

Software

Any software, **safety critical software**, firmware, operating systems, electrical control systems, **data**, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

Special Type Vehicle

Means any motor vehicle manufactured or adapted to operate primarily as a tool and not designed for the carriage of goods or passengers. Such vehicles appear in the **schedule** of vehicle types as ST.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein).

Terrorism

(i) Any act or acts including but not limited to:

(a) the use or threat of force and/or violence and/or

(b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

(ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

The Insured/Insured Person/You/Policyholder

The person or people, company or companies described as the insured in the **schedule**.

The Insurer/We/Us/Company

Aviva Insurance Limited, except where otherwise shown in any policy section.

Theft

Theft, attempted theft or taking **your vehicle** without your consent.

Trailer

Any drawbar trailer, semi-trailer or articulated trailer

Your Vehicle

Any motor vehicle:

- (1) belonging to **you** or hired, leased or lent to **you** which is described in the **schedule** or details of which have been supplied to and accepted by **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective; or
- (2) described in the **schedule** of vehicles headed 'Vehicles Laid Up and Out of Use' and for which policy Cover Codes D or E only applies.
- (3) any **private car** or **goods-carrying vehicle** loaned to **you**, or a permitted driver shown on your **certificate of motor insurance**, by a supplier **we** have nominated following a claim under the policy, which is a **private car** or **goods-carrying vehicle**.

Section

Code (See Code indicated in the schedule)	Operative Sections
A Comprehensive	Sections 1 to 12 and 14 to 21
B Third Party Fire and Theft	Section 1 operates only in respect of loss of or damage caused directly by fire or by theft Sections 2 to 3, 6 to 12 and 14 to 17 and 19
C Third Party Only	Sections 2 to 3, 6 to 12 and 15 to 17
D Fire Theft and Accidental Damage	Section 13
E Fire and Theft Only	Section 13 Sub Section 1

Note: Section 17 will only apply if **your vehicle(s)** is/are No Claim Discount (NCD) rated as shown in the **schedule**.

Section 1 - Cover for your vehicle

Loss of or damage to your vehicle

If **your vehicle** is lost, stolen or damaged, **we** will

- repair **your vehicle** unless **you** notify **us** that **you** want **us** to pay someone else to repair it; or
- replace **your vehicle**; or
- pay a cash amount equal to the loss or damage.

We may decide to use suitable parts or accessories not supplied by the original manufacturer.

The same cover also applies to **accessories** and spare parts relating to **your vehicle** whilst these are in or on **your vehicle** but not exceeding your estimate of value shown in the **schedule**.

The maximum amount **we** will pay will be the **market value** of **your vehicle** immediately prior to the loss or damage.

Financed Vehicles

If **we** know that **your vehicle** is still being paid for under a finance agreement, **we** will pay any claim to the owner described under that agreement.

- Where **your vehicle** is on finance and the agreement allows you to own or purchase the vehicle, any difference between what **we** pay the finance company and the **market value** will be paid to you.
- Where **your vehicle** is not or cannot be owned by you under the agreement (contract hire and some leasing arrangements) **we** will pay its asset value to the true owner.

If the outstanding amount of your finance exceeds any payment made under this policy you will still be responsible for paying this.

The most **we** will pay is the **market value** of **your vehicle**.

Glass

Where cover on **your vehicle** is Comprehensive **we** will also pay for

- (1) damage to glass in the windscreen, sunroof or windows of **your vehicle**
- (2) scratching of **your vehicle(s)** bodywork arising solely from the breakage of glass.

The **excess** applicable to this cover will be shown in the **schedule**.

Accident recovery and assistance

In the event of damage to **your vehicle** in the **territorial limits** which is covered under this section, **we** will arrange for the protection and removal of **your vehicle** and for someone to come out and help at no additional cost.

If **your vehicle** cannot be made roadworthy immediately and **you** agree, it will be taken to our nearest **approved repairer** or to a repairer of your choice. However, choosing your own repairer may lead to delays in arranging repairs.

We can also arrange for transport home or completion of a journey for the driver and passengers, or

- (1) pay for their overnight accommodation, excluding the cost of meals and drinks, and/or
- (2) refund the cost of alternative transport to reach the end of their journey.

You will need to produce receipts in order to claim for these costs.

The maximum **we** will pay is

- (a) £100 per person
- (b) £500 per accident.

If your demands are excessive, unreasonable or impracticable **we** can choose to cancel services or refuse to provide them.

We will pay for the delivery of **your vehicle** back to your address in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man after repairs have been carried out.

To use this service, telephone the Fleetline on 0800 246876 to obtain the recovery service (if **you** are in the Republic of Ireland, telephone 1800 535005 to obtain the recovery service).

Standard courtesy vehicle cover

If **your vehicle** is a **private car** or a **goods-carrying vehicle** up to 7.5 tonnes GVW and **we** have accepted your claim **we** will

- (1) provide a courtesy vehicle for the duration that **your vehicle** is being repaired by our **approved repairer**, or
- (2) if **your vehicle** cannot be repaired or is stolen and not recovered, **we** will provide a courtesy vehicle for up to 14 days or until **you** receive your settlement, whichever is the earlier.

A courtesy vehicle will be a Class A vehicle which is a small hatchback car, or at your request, a Class V1 vehicle which is car-derived van.

Terms and Conditions applying to Courtesy Vehicles

- (1) Courtesy vehicles will have comprehensive cover for the period of the loan.
- (2) Courtesy vehicles may only be used in accordance with the terms of your **certificate of motor insurance**.
- (3) If your policy includes Breakdown and European Motoring Assistance, this cover will not extend to courtesy vehicles.
- (4) **You** must return the courtesy vehicle to the depot which supplied it unless alternative arrangements have been agreed.
- (5) Courtesy vehicles are provided subject to the terms and conditions of the vehicle provider.

We will not pay for

- (a) the cost of fuel used
- (b) collection and delivery charges (if applicable)
- (c) any charges for fitting accessories
- (d) the **excess** that would have applied to **your vehicle** which is temporarily replaced.

Discounted car hire or van hire option

When contacting **us** following damage to your **private car** or **goods-carrying vehicle** (up to 7.5 tonnes GVW), **you** will have the option to upgrade from a Class A or Class V1 courtesy vehicle, subject to a hire fee being payable by **you**.

Should **you** upgrade, the same cover and duration as stipulated in the following table in your policy will apply. Vehicles will be provided subject to the terms and conditions of the vehicle provider.

What cover do I have?	What is my situation?	What am I entitled to?
Standard courtesy car on Comprehensive policies	private car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by an Aviva approved repairer. private car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by a repairer of my choice. private car/goods-carrying vehicle up to 7.5 tonnes GVW cannot be repaired or has been stolen and is not recovered.	- The approved repairer will provide you with a Class A courtesy car or Class V1 courtesy van for the duration of repairs. - No courtesy car will be provided if an approved repairer is not used. - Your claims handler will arrange for a Class A hire car or Class V1 courtesy van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier).
Standard courtesy car on Third Party, Fire and Theft policies	private car/goods-carrying vehicle up to 7.5 tonnes GVW has been stolen and is not recovered or has been set on fire and is not repairable. private car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by an Aviva approved repairer following a fire or theft. private car/goods-carrying vehicle up to 7.5 tonnes GVW is being repaired by a repairer of my choice following a fire or theft.	- Your claims handler will arrange for a Class A hire car, or Class V1 courtesy van for up to 14 days, or up until a settlement offer has been agreed (whichever is earlier). - The approved repairer will provide you with a Class A courtesy car or Class V1 courtesy van for the duration of the repairs. - No courtesy car will be provided if an approved repairer is not used.

New Private Car and Goods-carrying Vehicle Replacement

We will replace **your vehicle** with a new vehicle of the same make, model and specification, subject to availability, where **your vehicle** is a **private car** within 12 months, or a **goods-carrying vehicle** within 6 months, of its first registration as new, and

- it is stolen and not recovered, or
- the repair cost of damage in respect of any one claim covered by this Section exceeds 50% of its United Kingdom list price (including vehicle taxes) at the time of its purchase.

We will only replace **your vehicle** if

- you** are the first registered owner of the vehicle, or **you** bought it under a hire purchase agreement or other type of agreement where ownership passes to **you**, and
- any interested financing company agrees.

If **you** or **your vehicle** do not meet the qualifying criteria for this cover, or **you** do not wish **us** to replace **your vehicle** with a new vehicle of the same make, model and specification, the maximum **we** will pay is the **market value** of **your vehicle**, including **accessories** and spare parts, immediately prior to the loss or damage.

Excesses

If **your vehicle** is lost stolen or damaged **we** will not pay the **excess** shown in your **schedule**.

Except for **fire** and **theft** claims, this **excess** amount will be increased to the following amounts if the person driving is aged 21 - 24 years or is aged 25 years and over who has not held a full licence for 12 months to drive **your vehicle**:

Excess Amount shown in your schedule :	Increased Excess Applicable:
£250	£450
£500	£650
£750	£850

An **excess** will apply to most claims. Your **schedule** will show the excesses **you** will have to pay towards any claim. If more than one **excess** applies to your claim, the excesses will be added together.

Exceptions to Section 1 of your policy

We will not pay for:

- (1) *loss of use, wear and tear, depreciation, or any loss or damage which happens gradually*
- (2) *mechanical, electrical, electronic failure, breakdown or breakage*
- (3) *computer and equipment failure or malfunction*
- (4) *damage to tyres caused by braking or by punctures, cuts or bursts*
- (5) *loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed*
- (6) *loss of value following repair*
- (7) *loss or damage arising from **theft** while;*
 - a) *the **ignition keys** of **your vehicle** have been left in or on **your vehicle**;*
 - b) ***your vehicle** has been left unattended with the engine running.*
- (8) *loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority*
- (9) *loss or damage arising during or in consequence of riot or civil commotion occurring*
 - (a) *in Northern Ireland*
 - (b) *outside of the **territorial limits***

*This exception will not operate if **you** can prove that the accident, injury, loss or damage was not caused by this peril*
- (10) *loss or damage caused directly or indirectly by **fire** from the use of cooking or heating equipment where **your vehicle** or **trailer** is equipped for the cooking or heating of food or drink*
- (11) *loss or damage to any fixtures, fittings or kitchen utensils while in or on **your vehicle**.*

Section 2 - Liability to Third Parties

Your Liability to Third Parties

We will indemnify **you** in respect of all sums which **you** may be required to pay at law and all other costs and expenses incurred with our written consent arising from:

- (a) death or bodily injury to third parties, for an unlimited amount
- (b) damage to third party property up to a maximum amount of:
 - (i) £20,000,000 (excluding claimant's costs and expenses and any other costs and expenses) where **your vehicle** is a **private car** or **motorcycle**

- (ii) £5,000,000 (excluding claimant's costs and expenses and any other costs and expenses) in respect of all other vehicles
- (iii) £5,000,000 for claimant's costs and expenses and any other costs and expenses in relation to damage to third party property.

This Section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- **your vehicle** including its loading and unloading or
- any **trailer** while it is being towed by **your vehicle**.

In respect of **terrorism** where **we** are liable under the **road traffic acts** the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your vehicle** or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be:

- (i) £5,000,000 in respect of all claims consequent on one originating cause
- (ii) such greater sum as may in the circumstances be required by the **road traffic acts**.

Liability of Other Persons Driving or Using Your Vehicle

Under this Section, **we** will also indemnify:

- any person **you** give permission to drive **your vehicle**, as long as your **certificate of motor insurance** allows that person to drive; and
- any person **you** give permission to use (but not drive) **your vehicle** for social, domestic and pleasure purposes, as long as that such use is included on the **certificate of motor insurance**; and
- any passenger travelling in or getting into or out of **your vehicle**
- any hirer of **your vehicle** provided such use is not excluded by your **certificate of motor insurance**.

Indemnity to Owner (leasing or hiring agreements)

If **we** know that **your vehicle** is the subject of a leasing or contract hire agreement between **you** and the owner of **your vehicle**, **we** will indemnify the owner in the same way that **we** indemnify **you** under this Section if there is an accident while **your vehicle** is let on hire or leased under the agreement, as long as:

- **your vehicle** is
 - not being driven by the owner;
 - not being driven by a person employed by the owner; or
 - in the charge of and not being driven by the owner or any person employed by the owner
- the owner cannot claim under another policy;
- the owner follows the terms, exceptions and conditions of this policy as far as they can.

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is indemnified under this Section, **we** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered under this Section.

Legal costs

If **you**, or anyone else, are involved in an accident which is covered under this section, **we** will pay the fees and disbursements of any legal representative **we** agree to, and defend anyone **we** insure under this section:

- at a Coroner's Inquest;
- at a fatal accident inquiry in any proceedings in a Court of Summary Jurisdiction brought under the **road traffic acts** or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence **you** are charged with carries a custodial sentence), or
- appeals.

Duty of Care – driving at work, legal costs

We will pay:

- (3) your legal fees and expenses incurred with our written consent for defending proceedings including appeals;
- (4) costs of prosecution awarded against **you**

arising from any health and safety inquiry or criminal proceedings for any breach of the:

- (a) Health and Safety at Work etc Act 1974;
- (b) Health and Safety at Work (Northern Ireland) Order 1978;
- (c) Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity:

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **period of insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in connection with the business;
- (2) unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **you** of any motor vehicle or **trailer** in circumstances where compulsory insurance or security is required by the **road traffic acts**;
- (3) in respect of proceedings which result from any deliberate act or omission by **you**; or
- (4) where indemnity is provided by another insurance policy.

The limit of indemnity in respect of such legal fees, expenses and costs is:

Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 – £100,000;

Corporate Manslaughter and Corporate Homicide Act 2007 – Unlimited.

Cross Liabilities

Where there is more than one **insured person** named in your **schedule** each one will be covered as if they are the only **insured person** covered under this policy.

Application of Indemnity Limits

In the event of an accident involving payments by **us** to more than one person indemnified under this section, any limitation by the terms of this policy or any **clause** endorsed on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

Exceptions to Section 2 of your policy

We shall not be liable in respect of:

- (1) any claim if any person indemnified under this Section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy;
- (2) death or bodily injury to any employee of the person indemnified which arises out of the course of such employment except where liability is required to be covered by the **road traffic acts**;
- (3) loss or damage to property:
 - (i) belonging to or in the care of anyone **we** indemnify who claims under this Section
 - (ii) being carried in **your vehicle** (except where **your vehicle** is a **private car**);
- (4) loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, other than the driver or attendant of **your vehicle**, either bringing a load to **your vehicle** for loading on to it or taking a load away from **your vehicle** having unloaded it;
- (5) damage to premises (or to the fixtures and fittings) attaching solely as occupier (not as owner) where the damage is insured by another policy;

- (6) damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this Section;
- (7) loss, damage, death or bodily injury where **your vehicle** is an **agricultural vehicle** arising out of any incident directly or indirectly caused by, or accelerated by, or attributable to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with **your vehicle** elsewhere than on land occupied by **you** or crops owned by **you** on that land except where such liability is required to be covered by the **road traffic acts**;
- (8) loss, damage, death or bodily injury caused by pollution or contamination 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** except where such liability is required to be covered by the **road traffic acts**. For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere;
- (9) any claim where **your vehicle** is an **automated vehicle** and at the time of an accident is being driven or used in **automated driving mode** where **the insured** or any other person entitled to indemnity under this policy:
- (a) has made, or has permitted alterations to any **software** which relates to functioning of the vehicle as an **automated vehicle**, except those made available by and/or approved by the vehicle manufacturer
 - (b) has failed to install or permit the installation of any **safety critical software** updates relating to the functioning of the vehicle as an **automated vehicle** which **you** or a driver permitted by **you** ought reasonably to have known that failure to install such **software** could compromise the safety of the vehicle.
 - (c) ought reasonably to have known or to have reasonably assessed that it was not appropriate to do so.
- (10) loss, damage, death or bodily injury where **your vehicle** is a **special type vehicle** arising out of:
- (i) the explosion of any vessel under pressure being part of plant attached to or forming **your vehicle**
 - (ii) subsidence, flooding or water pollution whilst **your vehicle** or any plant forming part of such vehicle or attached to it is being operated as a tool
- except where such liability is required to be covered by the **road traffic acts**
- (11) loss, damage injury or death where **your vehicle** is a **special type vehicle** and is a mobile or self-propelled crane and is being operated as a tool except where such liability is required to be covered under the **road traffic acts** unless **your vehicle** has been inspected to the extent required by Statutory Regulations
- (12) loss or damage arising from a deliberate act or reckless act by **you** or any person driving or using **your vehicle**.
- (13) loss, damage, death or bodily injury whilst **your vehicle** is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the **road traffic acts**;
- (14) any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributory cause or event except where such liability is required to be covered by the **road traffic acts**.
- (15) death, bodily injury or illness of any person caused by:
- (i) food poisoning or
 - (ii) anything harmful contained in goods supplied or
 - (iii) any harmful or incorrect treatment given at or from **your vehicle** or **trailer**.

Additional Covers

Section 3

Indemnity to Principals

Where **your vehicle** is being used in connection with contract work on behalf of a **principal**, **we** will indemnify the **principal** in respect of compensation they are legally liable to pay arising from such use provided that:

- **you** would have been able to claim under the policy had the claim been made against **you**
- **you** have arranged with the **principal** for the conduct and control by **us** of all claims for which **we** may be liable under this Section.

Exceptions to Section 3 of your policy

We shall not be liable in respect of:

- (1) *death or bodily injury to any person employed by the **principal** arising out of or in the course of their employment; or*
- (2) *any amount payable by the **principal** under any agreement which would not have been payable in the absence of such an agreement; or*
- (3) *bodily injury to the **principal** for any amount **you** would not have to pay but for such an agreement; or*
- (4) *damage to property belonging to or held in trust by or in the custody or control of the **principal** for any sum which exceeds the amount required to indemnify the **principal**;*
- (5) *liquidated damages or damages incurred under any penalty clause.*

Section 4

Medical Expenses

If **you** or anyone else who is in **your vehicle** are injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for the medical expenses in connection with the injury up to £250 for each injured person.

The maximum amount payable under this Section is increased to £350 in respect of each injured person if Breakdown and European Motoring Assistance is operative.

Section 5

Personal belongings

We will pay **you** (or the owner if **you** ask **us**) for loss or damage to **personal belongings** caused by **fire**, **theft** or accident whilst they are in or on **your vehicle**.

The maximum amount payable for any one incident is £250.

When an amount is payable to any person other than **you**, **we** may make such payment directly to that other person and their receipt shall be a full discharge to **us**.

The maximum amount payable for any one accident under this Section is increased to £350 if Breakdown and European Motoring Assistance is operative.

Exceptions to Section 5 of your policy

We will not pay for:

- (1) *money, stamps, tickets, documents or securities*
- (2) *goods or samples carried in connection with any trade or business*
- (3) *tools of trade, ropes or tarpaulins*
- (4) *any **personal belongings** if **your vehicle** is a motor caravan*

Section 6

Trailers/attachments

(1) Attached **trailers**

The cover applicable to **your vehicle** shall also apply to any **trailer** attached or connected to **your vehicle** for the purposes of being operated or drawn.

(2) Detached **trailers**

Where **your vehicle** is a **private car** or **goods-carrying vehicle** the cover will also apply to any **trailer**:

- (a) owned by **you** or hired to **you** under a hire purchase agreement or leased or rented to **you** for a period of not less than three months; or
- (b) in your custody or under your control

while detached from **your vehicle**.

You will have to pay the first £250 of any **theft** claim.

(3) **Attachments**

Where **your vehicle** is a **special type vehicle** or an **agricultural vehicle** the cover will also apply to any **attachment** while attached or detached from **your vehicle**.

(4) Contingent liability cover for your **trailers**

We will indemnify **you** under the terms of Section 2 of the policy in respect of any **trailer** owned by **you** or hired to **you** under a hire purchase agreement whilst it is not in your custody or control, but not if there is any other existing insurance covering the same liability.

Exceptions to Section 6 of your policy

We will not pay:

- (1) *if any **trailer** or disabled mechanically-propelled vehicle is being towed otherwise than in accordance with the law*
- (2) *for loss or damage to property being carried in or on any **trailer** or disabled mechanically propelled vehicle*
- (3) *under Section 2 of this policy for any loss or damage arising from the operation of any plant permanently attached to and forming part of your **trailer** (other than any lifting device for self-loading) as a tool other than where necessary to meet the requirements of the **road traffic acts***
- (4) *for loss of or damage to any fixtures fittings or kitchen utensils carried in or on any **trailer***
- (5) *if your **trailer** is a caravan, other than to indemnify **you** within the terms of Section 2 of the policy while your caravan is attached to **your vehicle**.*
- (6) *loss or damage caused directly or indirectly by **fire** from the use of cooking or heating equipment where **your vehicle** or **trailer** is equipped for the cooking or heating of food or drink.*

Section 7

Continental use/Compulsory insurance requirements

In addition to providing cover within the **territorial limits**, this policy, in compliance with EU Directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising out of the use of motor vehicles.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurs in another EU Member State, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable in Great Britain.

If **you** take **your vehicle** abroad – outside the **territorial limits**

The cover provided by this policy applies to **your vehicle** for which a **green card** and a foreign use endorsement have been issued. Cover is effective for the period specified in the **green card**.

Additional covers

Where **your vehicle** is being used within the **territorial limits** or in any country for which **we** have issued **you** with a **green card**, the following covers also apply:

- (1) the transit of **your vehicle**, including loading and unloading, between the countries specified, and/or
- (2) reimbursement of any customs duty **you** may have to pay on **your vehicle** after its temporary importation into any of the countries specified, subject to your liability arising as a direct result of any loss of or damage to **your vehicle** which is subject of payment under Section 1 and/or
- (3) General Average contributions, Salvage and Sue and Labour charges whilst **your vehicle** is being transported by sea between any of the countries specified provided that **your vehicle** is covered by this policy for loss or damage.

Section 8

Unauthorised movement

The cover provided by Sections 1 and 2 of this policy is extended to include the unauthorised movement of any vehicle causing an obstruction or otherwise preventing the operation of your business and which is being moved to facilitate the passage of a vehicle.

Exceptions to Section 8 of your policy

This Section does not apply if the obstructing vehicle is:

- (1) *being driven by or moved by any person other than*
 - **you**; or
 - a person employed by **you**
- (2) *owned or hired to **you** under a hire purchase agreement or loaned or hired or leased to **you**.*

Section 9

Unauthorised use of driving

Notwithstanding General Exceptions (1)(a), **we** will in the terms of Section 2 of this policy indemnify **you** whilst **your vehicle** is being driven or used other than in accordance with the terms of the **certificate of motor insurance**.

Section 10

Unlicensed drivers

Any requirements of this policy or the **certificate of motor insurance** that the person driving must hold or have held a licence to drive does not apply when a licence is not required by law. The terms of the **certificate of motor insurance** will otherwise apply.

Section 11

Emergency Treatment

We will reimburse any person using **your vehicle** for payments made under the **road traffic acts** for emergency medical treatment.

Section 12

Contingent liability

We will indemnify **you** in the terms of Section 2 of this policy:

- (a) while any vehicle not belonging to **you** and not provided by **you** is being used in connection with your business by any person in your employment
- (b) while any vehicle hired-in by **you** is being used in connection with your business by any hired-in driver.

Exceptions to Section 12 of your policy

This Section does not apply:

- (1) in respect of loss or damage to such vehicle or property being carried in or on it*
- (2) if there is any other existing insurance covering the same liability.*

Section 13

Vehicles laid up and out of use

(at the commencement of the **period of insurance**)

1. Fire and Theft

Where **your vehicle** is laid up and out of use, at the commencement of the **period of insurance**, all cover provided by this policy will be of no effect other than for loss of or damage by **fire** or **theft** provided **your vehicle** is kept in a locked private or public garage or in a compound surrounded by secure perimeter walls and/or fences.

2. Fire, Theft and Accidental Damage

In addition and subject to the terms of Sub-Section 1 above **your vehicle** is also covered in respect of accidental damage.

Exceptions to Section 13 of your policy

We will not pay for:

- (1) loss of use, wear and tear, depreciation, or any loss or damage which happens gradually*
- (2) mechanical, electrical, electronic failure, breakdown or breakage*
- (3) computer and equipment failure or malfunction*
- (4) damage to tyres caused by braking or by punctures, cuts or bursts*
- (5) loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed*
- (6) loss of value following repair*
- (7) loss or damage arising from **theft** while;*
 - (a) the **ignition keys** of **your vehicle** have been left in or on **your vehicle**;*
 - (b) **your vehicle** has been left unattended with the engine running.*
- (8) loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority*
- (9) any loss or damage arising during or in consequence of riot or civil commotion occurring in Northern Ireland*
*This exception will not operate if **you** can prove that the loss or damage was not caused by this peril*
- (10) loss or damage caused directly or indirectly by **fire** from the use of cooking or heating equipment where **your vehicle** or **trailer** is equipped for the cooking or heating of food or drink*
- (11) loss or damage to any fixtures, fittings and kitchen utensils while in or on **your vehicle**.*

Section 14

Replacement locks

Where **your vehicle** is a **private car** or a **goods-carrying vehicle**, if the vehicle **ignition keys** are lost or stolen, **we** will pay the cost of replacing the:

- (a) affected locks
- (b) lock transmitter and central locking interface
- (c) the affected parts of the alarm and/or immobiliser

provided that **you** can establish to our satisfaction that the identity or garaging address of **your vehicle** is known to any person who is in possession of your **ignition keys**.

Section 15

Child seat cover

If **you** have a child seat fitted in **your vehicle** and **your vehicle** is involved in an accident or damaged following **fire** or **theft** **we** will contribute £100 per child seat towards the cost of a replacement even if there is no apparent damage, subject to **you** making a claim under Section 1 of your policy.

Section 16

Legal services and advice

Definition

The following definition applies only to this section of the policy. The general definitions in this policy also apply where appropriate.

You/Your

The **policyholder** named in the **schedule** and

- (1) any person permitted to drive by your **certificate of motor insurance**
- (2) any passengers carried in **your vehicle** at the time of the accident and/or incident which occurs within the **period of insurance**.

What is covered

Legal Protection to Recover Uninsured Losses

If there is an accident and/or incident involving **your vehicle** which occurs during the **period of insurance** and within the **territorial limits** and it is not **your** fault, **we** will provide **you** with legal protection to pay lawyer's costs to help claim against the person(s) responsible. As part of **your** claim **we** will pay to recover **your** financial losses, such as **your excess** and travel expenses, and also obtain compensation if, as a result of travelling in, getting into or out of **your vehicle**, **you** die or sustain personal injury.

Reasonable prospects of success must be present throughout the duration of the claim. This means that the lawyer must believe it is more likely than not that **you** will succeed in a claim for those losses. For more information, please see Reasonable Prospects of Success Explained.

If **you** disagree with the lawyer's view of **your** prospects of success, **you** have the right to appeal. Please see Disputes and Arbitration for more information.

In the event the lawyer takes on **your** case but **your** claim is not successful **we** will pay legal costs and fees **you** are responsible for up to the maximum amount.

The maximum **we** will pay in respect of any one claim is £100,000.

Legal Protection to Defend Motoring Prosecutions

We will pay **your** legal costs to help defend **your** legal rights if **you** are accused of or have committed an offence under road traffic laws, for example, speeding, while using **your vehicle**, including a conviction which would result in **you** being disqualified or suspended from driving.

This cover is subject to cover not being provided under Section 2 Your liability to third parties.

The maximum **we** will pay in respect of any one claim is £20,000.

Legal Advice

You have access to a 24 hour legal advice helpline based in the UK – providing confidential legal advice on any legal matter relating to the use of **your vehicle**.

There are no consultation fees and lines are open 24 hours a day, 365 days a year, all **you** pay for is the phone call.

Call **us** on 0345 030 6972*

Please ensure **you** have **your** policy number to hand when **you** contact **us**.

*For our joint protection telephone calls may be recorded and/or monitored.

Legal Representation

Any legal proceedings that **we** agree to will be dealt with by a court or similar body that **we** have agreed to within the **territorial limits**.

On receipt of a claim, **we** will appoint a lawyer to act for **you**.

If it is necessary to start court proceedings, **you** are free to nominate an alternative lawyer by sending the lawyer's name and address to **us**.

If there is a conflict of interest or **we** do not agree with **your** choice of lawyer, **you** may choose another representative. If there is still a disagreement, **we** will ask the president of the relevant national law society to choose a suitably qualified person. In this circumstance, both parties are obliged to accept this choice of representation.

Basis of Claim Settlement

We will pay

- (1) reasonable legal costs and expenses incurred in respect of **your** claim, and/or
- (2) legal costs and expenses, which **we** have agreed to or authorised, which **you** have been held responsible for or ordered to pay by a court or similar body.

In determining whether or not costs are reasonable, **we** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

Specific factors **we** will take into account in making this determination are

- (1) the amount of any financial losses being claimed
- (2) the value and complexity of the case
- (3) the geographical location of the person and the other party to the action
- (4) the conduct and actions of the other party
- (5) the normal level of legal costs and expenses a similar specialist lawyer appointed by **us** would charge.

Conditions to Section 16

The following conditions apply to this section in addition to the general conditions where appropriate.

- (1) **You** must report **your** claim to **us** as soon as reasonably possible and in any event within 180 days after the date **you** discovered the incident.
- (2) **You** must allow **us** direct access to the appointed lawyer who will provide **us** with any information or opinion on **your** claim.
- (3) **You** must provide **us** with any information or instructions that **we** may reasonably ask for in relation to **your** claim. If **we** do not receive all of the information or instructions **we** need, **we** may delay or suspend **your** claim.
- (4) **You** must notify **us** immediately if the approved lawyer receives a formal offer to settle a claim or to make a payment into court.
- (5) If **you** do not accept a payment into court or any offer where the appointed lawyer advises that this is a reasonable payment or offer, **we** may refuse to pay further legal costs and expenses.
- (6) No agreement to settle on the basis of both parties paying their own costs is to be made without our prior approval.
- (7) **You** must support **us** in the recovery, from the person(s) who **you** believe were responsible, of any legal costs and expenses that **we** have paid and pay those legal costs and expenses to **us**.
- (8) If **you**
 - (a) settle or withdraw a claim without our prior agreement, or
 - (b) do not give suitable instructions to the appointed lawyer, or
 - (c) dismiss an appointed lawyer without our prior consent

the cover **we** provide in respect of **your** claim will end immediately and **we** will be entitled to reclaim any costs and expenses **we** have incurred.

- (9) **You** must report any appeal or defence of an appeal to **us** at least 14 days prior to the deadline for the appeal.

Exceptions to Section 16

The following exceptions apply to this section in addition to the general exceptions where appropriate.

We will not pay any costs and expenses

- (1) which **we** have not agreed to or authorised
- (2) incurred prior to our acceptance of a claim
- (3) resulting from any legal action **you** take without our prior approval
- (4) for any fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority
- (5) resulting from any claim deliberately or intentionally caused by **you**
- (6) resulting from a defence of motoring offences arising from prosecutions for
 - (a) dishonesty or violent conduct
 - (b) drink or drug related offences
 - (c) parking offences.
- (7) relating to an application for judicial review
- (8) for a claim relating to any non-contracting party's rights to enforce all or any part of this section. This means that only **you** may enforce all or any part of this policy and the rights and interests arising from or connected with it. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- (9) for a dispute with **us** in respect of the policy terms and conditions unless this is covered under Disputes and Arbitration
- (10) for losses already paid by **us** under any other section of this policy.

Reasonable Prospects of Success Explained

Before **we** begin to pursue financial losses or pay any legal costs and expenses **we** will ask the appointed lawyer to discuss **your** claim with **you** and assess the prospects of success.

In respect of all claims under Legal Protection to Recover Uninsured Losses, **we** will need to establish that it is more likely than not that **you** will

- (1) make a recovery of damages, either in full or in part, against the person(s) **you** believe were to blame
- (2) recover more than any offer of settlement from the person(s) **you** believe were to blame
- (3) make a successful defence of any claims made against **you**
- (4) make a successful appeal or defence of an appeal
- (5) obtain a legal remedy which **we** have agreed to pursue or defend.

If at any time it is established that **your** claim no longer has a reasonable prospect of success, **we** will confirm this to **you** in writing. **We** will pay for all costs and expenses **we** have agreed or authorised prior to the change in prospects of success. **You** have the right to continue the legal proceedings at **your** own expense and **we** will not pay any legal costs and fees **you** may be held responsible for after the confirmation in writing.

Disputes and Arbitration

If any difference arises between **you** and **us** in respect of the acceptance, refusal, control or handling of any claim under this section, **you** can take the following steps outlined in our Complaints Procedure.

You have the right to refer any such difference that arises between **us** and **you** to arbitration which will be decided by Counsel chosen jointly by **us** and **you**.

If there is a disagreement with regard to the choice of Counsel, **we** will ask the president of the relevant national law society to choose a suitable qualified person.

The decision will be final and binding on both **us** and **you**.

All costs for resolving the difference will be met by the party against whom the decision is made.

Section 17

No claim discount

This Section will only apply if **your vehicle(s)** is/are no claim discount rated.

At renewal your no claim discount entitlement will:

- (1) increase by one year where there have been no claims affecting no claim discount in the last year, or
- (2) reduce in accordance with our no claim discount scale set out in the table below where there have been one or more claims affecting no claim discount in the last year.

What if the claim isn't my fault?

This is a no claim discount, not a no blame discount. If a claim is made where fault is disputed with another party and **we** have to make a payment, **we** will reduce your no claim discount unless **we** recover all sums **we** have paid from those responsible.

Current no claim discount	0 years	1 year	2 years	3 years		4 years		5 or more years		
Number of claims in last year	1 or more			1	2 or more	1	2 or more	1	2	3 or more
New no claim discount at renewal	0 years	0 years	0 years	1 year	0 years	2 years	0 years	3 years	1 year	0 years

If **you** have protected your no claim discount, the **schedule** will state how the no claim discount scale operates in the event of a claim.

Payments made solely for the following will not be taken into account for the purposes of assessing eligibility to no claim discount.

- (a) emergency treatment
- (b) breakage of glass in the windscreen, windows or sunroof where this is the only damage to the vehicle other than scratching of bodywork resulting from such breakage
- (c) Replacement locks
- (d) Breakdown assistance (where this cover has been selected).

If more than one vehicle is insured under this policy, no claim discount will:

- (i) only apply in respect of any vehicle for which **we** have agreed it
- (ii) be applied as if a separate policy had been issued for each vehicle.

No claim discount is not earned on a policy issued for less than 12 months.

If **we** consent to transfer this policy, any no claim discount earned will not apply to the person, firm or company to whom the policy is transferred.

Uninsured driver promise

If **you** are hit by an uninsured driver and provide **us** with the other driver's name, contact details and their vehicle registration number, **we** will not reduce your no claim discount. This only applies where the driver of **your vehicle** is not at fault.

Section 18

Charge Points

Where **your vehicle** is an **electric vehicle** or a **plug-in hybrid electric vehicle** and cover for **your vehicle** is Comprehensive, the cover applicable to **your vehicle** also applies for Damage to charge points at **your** or **your** authorised employee's home whilst connected to **your vehicle**.

We will pay the cost of replacing the charge point with one of the same make, model, specification and condition immediately prior to the damage.

No **excess** will apply to a claim under this section.

Exceptions to Section 18 of your policy

We will not pay for loss or damage, including **theft**

- (1) at premises owned or occupied by **you** and which are used in connection with any trade or business
- (2) caused by any failure to use the charge point in line with manufacturer's instructions
- (3) where the charge point has not been installed in accordance with recognised national standards by a qualified and competent electrician
- (4) to any charge point that is capable of exchanging a battery of an **electric Vehicle** or a **plug-in hybrid electric vehicle**
- (5) to refuelling points
- (6) the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority or code of practice
- (7) of electricity
- (8) if there is any other insurance covering the same loss or damage.

Section 19

Charging Cables and Connecting Components

Where **your vehicle** is

- (1) an **alternative fuel vehicle** and
- (2) a **private car** or **goods-carrying vehicle** up to 4.25 tonnes GVW

the cover applicable to **your vehicle** also applies to the charging cables, adaptors and refuelling connecting components relating to and designed for **your vehicle** while these are in, on or connected to **your vehicle** (or while in **your** or **your** employee's private garage).

The maximum **we** will pay is the cost of replacing **your vehicles** charging cable, adaptor or refuelling connecting component with one of the same make, model, specification and condition immediately before the loss or damage, including arising from **theft**.

No **excess** will apply to a claim under this section.

Exceptions to Section 19 of your policy

We will not pay for loss or damage, including arising from **theft** to batteries, fuel, fuel tanks, charging points or refuelling points.

Section 20

Electric Vehicle Battery

Where **your vehicle** is an **electric vehicle** or a **plug-in hybrid electric vehicle** and cover for **your vehicle** is Comprehensive, **we** will also pay **you** for damage to **your vehicles** high voltage battery caused by any power surge whilst the battery is being charged via a proper connection to a normal power recharging point or high power recharging point.

The maximum **we** will pay is the cost of replacing **your vehicle** high voltage battery with one of the same specification and condition immediately before the damage.

If **your vehicles** high voltage battery is not owned by **you**, **we** will not pay for the collection and delivery charges including taxes, levies, duties and fees (where applicable), to return **your vehicles** high voltage battery to its legal owner.

The **excess** for loss or damage to **your** vehicle shown in **your schedule** will apply to any claim under this section.

Section 21

Electric Vehicle out of charge recovery

Provided you notify by telephone on 0345 030 7780 and where **your vehicle** is

- (1) an **electric vehicle** and
- (2) a **private car** or **goods-carrying vehicle** up to 4.25 tonnes GVW

and cover is Comprehensive and **your vehicle** is inoperative as a result of the high voltage battery being out of charge, on a road in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man, during the Period of insurance, **we** will pay for a contractor appointed by **us**, to either:

- (1) charge **your vehicles** high voltage battery with enough power to get to the nearest working public charge point, or
- (2) transport **your vehicle**, including
 - (i) any **trailer** or caravan whilst attached to **your vehicle**,
 - (ii) up to eight passengers including the driverto
 - (i) the nearest working public charging point
 - (ii) premises owned or occupied by **you**, and which are used in connection with the business
 - (iii) **your** home or the home of **your** authorised employee or any person authorised to drive whichever is closer.

No **excess** will apply to a claim under this section.

Exceptions to Section 21 of your policy

We will not pay

- (1) if there is any other insurance or breakdown assistance covering the same break-down or stranding
- (2) as a result of road traffic accident
- (3) as a result of fire, flood, **theft** or act of vandalism
- (4) while **your vehicle** is in or on premises, or parked and unattended within a radius of 400 metres of premises owned or occupied by **you**, and which are used in connection with the business, or at **your** home or the home of **your** authorised employee or of any person authorised to drive
- (5) while **your vehicle** is already at a garage or other place of repair
- (6) the cost of any transportation, accommodation or care of passengers which exceed the number allowed to travel in **your vehicle** as detailed in its vehicle registration document (V5)
- (7) the costs of transportation of any **trailer** or caravan drawn by **your vehicle** which is not permitted by law
- (8) the cost of any transportation, accommodation or care of any animal
- (9) the charging costs at any charging point
- (10) the cost of exchanging the high voltage battery
- (11) any consequential costs incurred during the recovery process
- (12) any costs that are not arranged by or through **us**.
- (13) if the vehicle is displaying a trade plate

General Exceptions

Your policy does not cover:

- (1) any accident, injury, loss or damage while any vehicle insured under this policy is being:
 - (a) used or driven other than in accordance with the terms of your **certificate of motor insurance**;
 - (b) driven by or is in the charge of any person for the purposes of being driven who:
 - (i) does not have a licence to drive **your vehicle**, has never held one or is disqualified from holding or obtaining such a licence;
 - (ii) is not complying with the terms and conditions of the licence;
 - (iii) does not have the appropriate licence for the type of vehicle

This exception will not apply:

- (i) while **your vehicle** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair, or an employee of a hotel or restaurant or car parking service for the sole purpose of parking;
 - (ii) if the accident, bodily injury, loss or damage was caused as a result of the **theft of your vehicle**;
 - (iii) if the person driving does not have a driving licence and **you** had no knowledge of such deficiency;
- (2) any liability **you** have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist
- (3) (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss;
(b) any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties or any radioactive matter;
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above, except as is necessary to meet the requirements of the **road traffic acts**
- (5) any accident, injury, loss or damage (except under Section 8 of the policy) if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (6) any deliberate act or reckless act, caused by **you** or any person entitled to drive. This exception will not place any obligation upon **us** to accept any liability under Section 2 Exception (12)
- (7) any consequence whatsoever which is directly or indirectly, wholly or in part the result of, caused by, arising from or in connection with any **cyber act**
except to the extent that **we** must provide cover under the **road traffic acts**.
- (8) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**
except to the extent that **we** must provide cover under the **road traffic acts**.
- (9) the VAT element of any claim where **you** and/or your business are VAT registered and are able to recover VAT.

Conditions

Alteration of risk

You must notify **us** immediately if, after the effective date of this insurance

- (1) there has been any alteration to, or change in material circumstances relating to, the risk insured and/or **your** business activities which increases the risk of accident, loss or damage or bodily injury, or
- (2) **your** interest ceases except by will or operation of law.

We may, at our option:

- (a) cancel the policy from the date **your** interest ceases or from the date of such alteration or change in material circumstances, or
- (b) accept such alteration or change in material circumstances in writing or by reissue of The **Schedule**. If **we** do so, **we** may impose appropriate additional terms and/or premium, with effect from the date of such alteration or change in material circumstances.

Alterations or changes in material circumstances include but are not limited to

- (1) details of any person who is excluded from driving under **your certificate of motor insurance** or the **schedule**, but who **you** now require to drive
- (2) any change in the use of **your vehicles**, including the carriage of hazardous substances and/or visiting hazardous locations
- (3) any change in **your** business activities and/or expansion of **your** business
- (4) any business acquisition or merger, or the absorption of **your** business by another business entity.
- (5) details of vehicles which are not covered by the policy terms and conditions but **you** now require to be included.

Claims procedure

- (1) As soon as reasonably possible after any accident, loss or damage, **you** or your legal personal representatives must telephone **us** giving full details of the incident. Any communication **you** receive about that incident should be sent to **us** immediately. **You** or your legal personal representatives must let **us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
- (2) **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **we** want to, **we** can take over and conduct in your name or that of the person claiming under the policy the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for **us** to achieve a settlement.
- (3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under the policy (less any sums **we** have already paid in compensation) or, any less amount for which such claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. **We** will, however be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

Cancellation

- (4) (a) **You** may cancel this policy at any time after the date **we** have received the premium by providing at least 7 days' notice in writing to **us**.
- (b) If there is a default under your Aviva credit agreement which finances this policy, **we**, or any agent appointed by **us** and acting with our specific authority, may cancel this policy by providing written notice to **you** in accordance with the default termination provisions set out in your Aviva credit agreement.

If your policy is cancelled under (a) or (b) above, **we** may, at **our** discretion, refund to **you** a proportionate part of the premium paid for the unexpired period. This is provided that, during the current **period of insurance**, there has been no:

- (i) claim made under the policy for which **we** have made a payment,
 - (ii) claim made under the policy which is still under consideration,
 - (iii) incident which **you** are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to **us**.
- (c) Where there is no Aviva credit agreement to finance this policy, **we** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **us** to your last known address.
- (d) **We** may also cancel this policy at any time by providing at least 7 days' written notice to your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current **period of insurance**, there has been no

- (i) claim made under the policy for which **we** have made a payment,
- (ii) claim made under the policy which is still under consideration,
- (iii) incident which **you** are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to **us**.

Other insurance

- (5) If at the time any claim arises under this policy there is any other insurance policy covering the same loss damage or liability **we** will only pay our share of the claim. This provision will not place any obligation upon **us** to accept any liability under Section 2 or 6 or 12 of the policy which **we** would otherwise be entitled to exclude under Exception (1) to Section 2 and part (4) of Section 6 and Exception (2) to Section 12.

Premium adjustment

- (6) Before the commencement of any **period of insurance** **you** will provide **us** with a schedule (in the form required) of all motor vehicles (and **trailers** if specific **trailers** are covered under this policy) covered under the definition of **your vehicle** contained in the Definitions to this policy.

You must provide **us** with details of motor vehicles (and **trailers** if specific **trailers** are covered under this policy) that **you** subsequently acquired or disposed of on or before the day the change takes place and in respect of these details **you** will pay **us** an additional premium or receive from **us** a refund calculated as agreed.

Your duty to prevent damage

- (7) **You** must, at all times
- (a) take all reasonable steps to safeguard **your vehicle** from damage,
 - (b) maintain **your vehicle** in a roadworthy condition,
 - (c) allow **us** free access to examine **your vehicle**,
 - (d) maintain any **advanced driver assisted systems** and their components in accordance with the original vehicle manufacturers technical specifications,
 - (e) take reasonable steps to ensure that any **advanced driver assisted systems** are in full working order following an incident involving **your vehicle** where **the insured** knew or should reasonably suspect that the functionality of such systems may have been compromised or become ineffective,
 - (f) install any **safety critical software** updates made available by and/or approved by the original vehicle manufacturer of **your vehicle** that **you**, the driver or any occupant of **your vehicle** ought to reasonably be aware of,
 - (g) only ever modify, install, or permit the installation or alteration of **your vehicle's software** that is made available by and/or approved by the original vehicle manufacturer of **your vehicle**.

Arbitration

- (8) Where **we** have accepted a claim and there is a disagreement over the amount to be paid the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens a decision must be made before **you** can take any legal action against **us**.

Your duty to comply with policy conditions

- (9) Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of this policy and any **clauses** endorsed on it.

Fraud

- (10) If a claim made by **you** or anyone acting on your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **we** may:

- (a) refuse to pay the claim,
- (b) recover from **you** any sums paid by **us** to **you** in respect of the claim,
- (c) by notice to **you** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **we** cancel the policy under (c) above, then **we** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **we** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **you** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **we** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **us** in respect of the claim (from **you** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **you** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **we** cancel a person's cover under (c) above, then **we** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **we** may have under such cover occurring before the time of the fraudulent act.

Payments made under compulsory insurance regulations and rights of recovery

- (11) If the law in any country in which this policy operates requires **us** to settle a claim which, if this law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

Motor Insurance Database - supply of vehicle details

- (12) **You** will immediately provide **us** with all relevant motor vehicle details of all motor vehicles whose use is covered by this policy as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database.

Subjectivity

- (13) The policy, the application or any statement of fact made by **you**, any **clauses** endorsed on the policy, the **schedule** and the **certificate of motor insurance**, form the contract of insurance between **you**, the **policyholder**, and **us**, Aviva.

We will clearly state if the cover provided by the policy is subject to **you**:

- (a) providing **us** with any additional information requested by the required date(s);
- (b) completing any actions agreed between **you** and **us** by the required date(s);
- (c) allowing **us** to complete any actions agreed between **you** and **us**.

Upon completion of these requirements (or if they are not completed by the required dates), **we** may, at our option:

- (a) modify your premium;
- (b) issue a mid-term amendment to your policy terms and conditions;
- (c) require **you** to make alterations to the risk insured by the required date(s);
- (d) exercise our right to cancel your policy;
- (e) leave the policy terms and conditions, and your premium, unaltered.

We will contact **you** with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the dates(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with our requirements and/or decisions, **we** will consider your comments and where **we** consider appropriate, **we** will continue to negotiate with **you** to resolve the matter to your and our satisfaction.

In the event that the matter cannot be resolved:

- (i) **you** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover;
- (ii) **we** may, at our option, exercise our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect our right to void the policy if **we** discover information material to our acceptance of the risk.

European Communities (Rights Against Insurers) Regulations 2002

- (14) Third parties may contact **us** directly in the event of an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** may deal with any claim, subject to the terms and conditions of your policy.

Non Disclosure, Misrepresentation or Misdescription

- (15) Before this policy was entered into

If **you** have breached your duty to make a fair presentation of the risk to **us** before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) **we** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid
 - (ii) **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
 - (iii) **we** would have agreed to provide cover under this policy but would have charged a higher premium, our liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

- (16) Before a variation was agreed

If **you** have breached your duty to make a fair presentation of the risk to **us** before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, **we** may cancel this policy with effect from the date of the variation, and keep all premiums paid;

- (b) where the breach was neither deliberate nor reckless, and but for the breach:
- (i) **we** would not have agreed to the variation on any terms, **we** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - (ii) **we** would have agreed to the variation but on different terms (other than premium terms), **we** may require that the variation includes such different terms with effect from the date it was made, and/or
 - (iii) **we** would have agreed to the variation but would have increased the premium, or would have increased it by more than **we** did, or would not have reduced it or would have reduced it by less than **we** did, our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Car sharing and insurance

Applicable only in respect of Private Cars

If **you** receive financial contributions in respect of the carriage of passengers on a journey in your **private car** as part of a car-sharing agreement arrangement **we** will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring).

This section does not apply if:

- (a) *the passengers are being carried in the course of a business of carrying passengers*
- (b) *the total contributions received for the journey concerned involve an element of profit.*
- (c) **your vehicle** is constructed or adapted to carry more than eight passengers (excluding the driver).

Important note

If your **private car** is used under a car-sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of your policy **you** should immediately contact **us** for confirmation.

Voluntary Work

Where your **certificate of motor insurance** includes use for social, domestic and pleasure purposes, your policy will cover any person entitled to drive, who **you** have authorised, to carry out voluntary work.

Voluntary work is the use of **your vehicle** in connection with, or for the benefit of, charities, voluntary organisations, clubs or societies, where payment does not exceed the HMRC mileage rate in force at that time.

Cover does not apply to vehicles owned by, hired to or lent to any such organisation or vehicles that are used for hire or reward.

Important Note

If there is any doubt as to whether such an arrangement is covered by your policy, please contact your insurance adviser immediately for confirmation.

Breakdown and European Motoring Assistance

Breakdown and European Motoring Assistance is a separate policy.

The cover and service under the Breakdown and European Motoring Assistance policy applies where Breakdown is shown as 'Y' in your **schedule**.

Please refer to the Breakdown and European Motoring Assistance policy provided for details of cover.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

A summary of the key changes to Your Minifleet (including Single Business Vehicle) Policy

This document tells you about the changes to your policy which will take effect from your renewal date as shown on your schedule. **It's important that you read these changes carefully alongside your policy wording as these will form part of your contract of insurance.**

Please keep this notice safe with your other policy documents.

Making changes to your policy

Policy Wording

The following changes have been made to your policy wording:

Section 1 – Cover for your vehicle

Accidental Damage, Fire and Theft Excess increase – High Vehicle Value(s)

Where a **Private Car** vehicle value is £100,000 or higher and/or where a **Commercial Vehicle/Special Types/Agricultural vehicle** value is £150,000 or higher, that vehicle's **excess** will be calculated at 2.5% of the vehicle value.

The vehicle **excess** will be displayed in your policy documents

Accidental Damage, Fire and Theft Excess increase – Use is Hire & Reward

Where **your vehicle** is used for Carriage of Goods for Hire or Reward the Accidental Damage, Fire and Theft (ADFT) **excess** shown in the **schedule** is increased to £500.

Any **excess** currently above this amount will remain as shown in **your** policy documents.

Section 17 - No Claim Discount

This section has been added to the Minifleet (including Single Business Vehicle) policy but is only applicable where the vehicle table in your schedule shows a No Claim Discount years column.

Section 18 - Charge Points

Please note the Charge Points wording has been updated. Refer to your Policy Wording for full details.

This is an important document and You must read it in full

Important Information

Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- (1) disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A copy of the policy wording is available on request. All documentation is available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser. You should keep a record of all information supplied to us for your future reference.

Your Cancellation Rights

There are no statutory cancellation rights under this policy.

Making a Claim

Should you need to make a claim under this policy, please call 0800 246876.

If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body if you are eligible to do so (see <http://www.financial-ombudsman.org.uk> for further details). Following the complaints procedure does not affect your right to take legal action.

Our Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as: Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH and our firm's reference number is 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting www.fca.org.uk or by contacting them on 0800 111 6768.

Business Introduction

If an intermediary has arranged your business with us and you need to discuss any issues regarding their service, you should contact them.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise

- (1) The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- (2) In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

Copy Policy Availability

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us know by contacting your insurance adviser or usual Aviva point of contact.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at aviva.co.uk/privacypolicy or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: contactus@aviva.com or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the “Marketing” section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our full privacy policy or by contacting us at dataprt@aviva.com

How your Personal Information is used and shared by insurers and databases in relation to motor insurance

The Personal Information you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies for:

- Insurance underwriting purposes. To examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:
 - Consider whether to accept the relevant risk;
 - Make decisions about the provision and administration of insurance and related services for you (and members of your household);
 - Validate your (or any person or property likely to be involved in the policy or claim) claims history (at any time including upon application for insurance, in the event of an accident or a claim, or at a time of a mid-term adjustment or renewal).

- Management Information purposes. To analyse insurance and other markets for the purposes of:
 - Portfolio assessment;
 - Risk assessment;
 - Performance reporting;
 - Management reporting.
- Anti-fraud purposes. To detect and prevent fraudulent claims and/or activities by:
 - Sharing information about you with other organisations and public bodies including the police;
 - Tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies;
 - Undertaking fraud searches. Insurers pass information to fraud prevention agencies and databases including the Claims and Underwriting Exchange Register and where appropriate the Motor Insurance Anti-Fraud and Theft Register by the Motor Insurance Bureau (MIB). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.
- Compliance with legal obligations and responsibilities, including:
 - Claims management – In the event of a claim we may need to disclose information with any other party involved in that claim, e.g. third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history;
 - Complaints management – If you make a complaint about the service we have provided, we may be obliged to forward details about your complaints, including your Personal Information, to the relevant ombudsman;
 - Information about your insurance policy will be added to the Motor Insurance Database (MID) managed by the MIB. MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVA), the Insurance Fraud Bureau and other bodies permitted by law. This information may be used for purposes permitted by law, which include:
 - Electronic Licensing;
 - Continuous insurance enforcement;
 - Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
 - The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Individuals who may be citizens of other countries or their appointed representatives making a claim in respect of a road traffic accident may also obtain relevant information which is held on the MID. It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police and/or a fixed penalty notice.

You can check that your current registration number details are shown on the MID at www.askmid.com

How your Personal Information will be processed

- Information which is supplied to fraud prevention agencies and databases, e.g. the MIB and MID can include details like your name, address and date of birth.
- Your data may be supplied to databases in order to facilitate automatic no claim discount validation checks.
- Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.
- Under your policy you must tell us about any incident (e.g. an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the fraud prevention agencies and databases, e.g. the MIB.

How we use your Driving Licence Number

Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:

- Provide your (or any person included on the proposal) Driving Licence Number (DLN) to the DVLA to confirm your (or the relevant person included on the proposal) licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence;
- Searches may be carried out at point of quote and, if an insurance policy is inceptioned, at the mid-term adjustment and renewal stage.

Please note that if you give us false or inaccurate information it may invalidate your insurance policy/prospective insurance policy or it could affect the amount we pay to settle any claims you make under the policy.

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details, please contact us.

For details relating to information held about you by the DVLA please visit www.dvla.gov.uk

Fraud prevention and detection

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

- Undertake searches against your (or any person included on the proposal) DLN against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/ conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence;
- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

Claims history

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.



Minifleet (including Single Business Vehicle) Summary of Cover

This is a summary of the Minifleet (including Single Business Vehicle) policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the insurer

The insurer of this policy is Aviva Insurance Limited.

Type of insurance and cover

The Minifleet (including Single Business Vehicle) policy is specifically designed for fleets of between one and fifteen vehicles that are owned and used by business customers. The policy can provide cover for a maximum of two vehicles that are personally owned and registered to Company Directors or the Proprietor or Business Owner where the business is not a limited company. The policy will protect you and the permitted drivers, and comprises Comprehensive, Third Party Fire and Theft or Third Party only cover, as selected by you when requesting the quote and itemised in your schedule.

Key covers, features & benefits

Your cover depends on the choices you have made. Your cover document will show the items you have chosen to include along with the cover limits.

Covers, features and benefits	Comprehensive	Third Party Fire and Theft	Third Party only
Legal Liability for death or injury to any person, including passengers (unlimited)	✓	✓	✓
Legal liability for damage to other people's property (limit £20,000,000 for cars and motor cycles, £5,000,000 for all other vehicles)	✓	✓	✓
Legal costs: incurred with our consent in connection with a claim against you	✓	✓	✓
Damage to the insured vehicle and attached trailer	✓	Fire and theft claims only	✗
Glass cover	✓	Fire and theft claims only	✗
Accident recovery and assistance	✓	Fire and theft claims only	✗
Legal Services and Advice	✓	✓	✓
Optional covers			
For Private Cars or Goods-carrying vehicles – up to 7.5 tonnes GVW	✓	✗	✗
Breakdown and European Motoring Assistance	✓	✗	✗
Personal belongings and effects cover (£350)	✓	✗	✗
Increased Medical expenses cover (£350)	✓	✗	✗

If you have selected any of the optional covers, they will be itemised on your schedule and the cover will be set out in full in your policy documentation.

Claims Service

In the event of a claim being made and your vehicle needing to be repaired, the benefits of using Aviva's approved repairer network include:

- repairs being guaranteed for 3 years (or as long as you own the vehicle, if less than 3 years after the repair)
- if you are entitled to a courtesy vehicle our network providers can provide a Class A vehicle replacement for private cars or a Class V1 car derived van for goods carrying vehicles up to 7.5T, with an option to hire larger vehicles at a discounted cost to you.

No claim discount

Where you are insuring 1 or 2 vehicles your policy will be rated using a No claim discount scale. At renewal your No claim discount entitlement will either:

- increase by one year where there have been no claims affecting No claim discount in the last year, or
- reduce in accordance with our No claim discount scale set out in your policy wording where there have been one or more claims affecting no claim discount in the last year.

You also have the option of protecting your No claim discount once you've reached a 5 year entitlement.

Uninsured driver promise

If you are hit by an uninsured driver and provide us with the other driver's name, contact details and their vehicle registration number, we will not reduce your No claim discount. This only applies where the driver of your vehicle is not at fault.

Key exceptions or limitations

Shown here is a summary of the most significant or unusual exceptions. These are simply meant as a summary and you should refer to your policy documentation for full details of the policy exceptions.

Exceptions to Cover for Your Vehicle (please refer to Section 1 of your policy)

- Loss of use, wear and tear or depreciation, or mechanical, electrical, electronic or computer failure, malfunction, breakdown or breakage
- Damage to tyres caused by braking or by punctures, cuts or bursts
- Loss or damage arising from theft whilst the ignition keys of your vehicle have been left in or on your vehicle
- Loss of value following repair
- Where an excess applies, the amount that you will have to pay, and the cover that the excess applies to, will be shown in your policy and schedule. The minimum excess is £250.

Exceptions to Your liability to third parties (please refer to Section 2 of your policy)

- Death or injury to any employee of the person insured which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Acts

- Loss, damage, injury or death caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, except for the driver or attendant, bringing a load to your vehicle for loading on to it or taking a load away from your vehicle having unloaded it

- Loss or damage to property belonging to or in the care of anyone we insure who claims under this section or to property being conveyed in your vehicle

- Any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts.

Exceptions to Cover for Your Vehicle (please refer to Section 1 of your policy) and Your liability to third parties (please refer to Section 2 of your policy)

- Loss, damage, injury or death caused or arising from any cyber act except where such liability is required to be covered by the Road Traffic Acts
- Loss, damage, injury or death where your vehicle is being used autonomously where at the time of the accident it was not appropriate to do so and/or safety critical software has not been installed and/or unauthorised software has been installed into the vehicle, except where such liability is required to be covered by the Road Traffic Acts.

Where am I covered?

This will depend on the product and choices you have made. Please refer to the schedule and policy booklet for details of where you are covered.

When and how do I pay?

Payment options should be discussed with your insurance adviser.

What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance. If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy.
- You must make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents.

How to Claim

To make a claim phone the Claims Helpline (24 hours) on 0800 246 876. Please have your policy number to hand when calling.

Calls to 0800 numbers from UK landlines and mobiles are free. For our joint protection and telephone calls may be recorded and/or monitored.

How do I make a complaint?

If for any reason you are unhappy with our service, we would like to hear from you. In the first instance, please contact your insurance adviser.

Where a complaint cannot be resolved to your satisfaction, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk where you will find further information.

Would I receive compensation if Aviva were unable to meet its liabilities?

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and circumstances of your claim.

How long does my Minifleet (including Single Business Vehicle) policy run for?

Your policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your policy schedule and Motor Certificate(s)) and for any period for which you renew the policy, as long as you continue to pay your premium.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. To cancel your policy, please contact your insurance adviser.

Appendix 12

Resolutions and recommendations of the of the Human Resources Committee 16th December 2025

HR2025/024 Exclude press and public

RESOLVED

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

HR2025/025 The Clerk's annual appraisal.

RESOLVED

To approve the conclusions of the Clerks annual appraisal and the targets for 2026.

HR2025/026 One Voice Wales report undertaken on a 5-yearly basis to make recommendations regarding the Council's NALC LC scale and other matters.

a) *RECOMMENDED*

To accept the One Voice Wales report recommendation that the Council now sits at the below the substantive benchmark criteria for LC3 (Clerk SCP Points 33-36).

b) *RECOMMENDED*

To accept the recommendation of the One Voice Wales report that the salary for the post of Clerk should be set between SCP 33 and 36 and to recommend that the Clerk's salary should be set to SCP33 and that this should be back dated to the date of the report, from 1st June 2025.

c) *RESOLVED*

For a future Full Council agenda item to consider the issue of whether the contractual SCP increment due in April 2026 should also be applied or

whether the recommended SCP increase (if resolved) be considered the scale increase for 2026.

HR2025/027 Principle of pay scales for all roles within the Council and the methodology.

RESOLVED

For the Clerk to approach One Voice Wales to ascertain whether they can assist with job evaluation, grading and potential pay scales for officer roles and any costs associated with doing so.

HR2025/028 Completion of the 6-month probationary period for the Assistant Clerk, to note progress against the Training and achievement plan

a) RESOLVED

To approve the formal completion of the 6-month probationary period for the Assistant Clerk.

b) RESOLVED

To approve the completion of the training and achievement plan and to note the contractual increase to SCP24 for the Assistant Clerk to take effect from 1st January 2026.

HR2025/029 Staffing and employment budget costs for the financial year 2026/27.

RESOLVED

To recommend to the Audit Committee an employments costs budget figure for 2026/27 of £159,230, the details of which to be entered into the 2026/27 budget spreadsheet.

HR2025/030 Contracts of employment for new staff and converted NALC contracts for existing staff.

a) RESOLVED

To approve the NALC Contract for Lisa Phillips as presented in “Appendix 8c” to

the Committee.

b) RESOLVED

To approve the NALC Contract for Paul Beach as presented in “Appendix 8d” to the Committee.

NOTED

To note the existing and previously resolved NALC contracts for Leigh Smith, Rebecca Jenkins and Paul Harris presented in Appendix 8, Appendix 8a and Appendix 8b respectively.

HR2025/031 Employee Social Media Policy

RESOLVED

To adopt the Employee Social Media Policy as presented in “Appendix 9” to the Committee.



LLANHARAN COMMUNITY COUNCIL EMPLOYEES' SOCIAL MEDIA POLICY

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1. Policy statement

- 1.1. This policy is intended to help employees make appropriate decisions about the use of digital platforms including social networking sites, forums, message boards, blogs and comments, such as X (Twitter), Facebook and LinkedIn. This list is not exhaustive and is intended to cover all publicly accessible digital platforms.
- 1.2. This policy outlines the standards the Council requires employees to observe when using social media and the action that will be taken in respect of breaches of this policy.



2. The scope of the policy

- 2.1. All employees are expected to comply with this policy at all times to protect the privacy, confidentiality, and interests of the Council.
- 2.2. Breach of this policy by employees may be dealt with under the Council's Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

3. Responsibility for implementation of the policy

- 3.1. The Council has overall responsibility for the effective operation of this policy.
- 3.2. The Clerk is responsible for monitoring and reviewing the operation of this policy and making recommendations for changes to minimise risks to our work.
- 3.3. All employees should ensure that they take the time to read and understand this policy. Any breach of this policy should be reported to the Clerk.
- 3.4. Questions regarding the content or application of this policy should be directed to the Clerk.
- 3.5. Where any breach of this policy is in relation to social media activity of the Clerk, the matter should be reported to the Chair of the HR Committee.

4. Official use of social media

- 4.1. The Council recognises the importance of the internet in shaping public thinking about the Council and the support and services it provides to the community. It values the role of its employees in helping to shape community conversation and direction through the Council's social media accounts.
- 4.2. With the approval of the Clerk, all employees may be permitted to post material on social media in the name of the Council, using official council accounts and on its behalf in accordance with the rules and scope of this policy.
- 4.3. Such material will include updates about the Council's own activities as well as the sharing of other information relevant to the local community.
- 4.4. The security of the Council's accounts must be upheld by strong passwords and access must not be granted to anyone without the Clerk's express permission.



5. Rules for official use of social media

- 5.1. Whenever employees are permitted to use social media in accordance with this policy, they must adhere to the following general rules:
- 5.2. Employees are personally responsible for content they publish on social media.
- 5.3. Posts should promote positive public engagement with the Council
- 5.4. Posts should be factual, respectful and conciliatory. Comments that are likely to escalate heated discussion should be avoided.
- 5.5. Posts should be non-political, non-partisan and non-personal and should avoid promoting any particular group or point of view.
- 5.6. Abusive, obscene, discriminatory, harassing, derogatory or defamatory content should never be posted, uploaded or shared.
- 5.7. Any employee who feels that they have been harassed or bullied or are offended by material posted or uploaded by a colleague should inform the Clerk.
- 5.8. No commercially sensitive, personal, private or confidential information may be disclosed, such as contact details.
- 5.9. No content belonging to a third party may be used without consent, unless that content is already in the public domain.
- 5.10. Use of or links to any platform or third-party site must be in accordance with its terms and conditions.

6. Personal use of social media by employees

- 6.1. Employees are permitted to use personal social media accounts but must not imply that these accounts or their content represent the Council.
- 6.2. Employees are encouraged to share posts from the official page to their own personal pages to increase visibility and reach but must avoid wording that could be misinterpreted as an official Council statement.
- 6.3. Employees must avoid any personal use of social media that would be reasonably considered likely to bring the Council into disrepute, for example by breaching rules 5.5 or 5.7 above.





LLANHARAN COMMUNITY COUNCIL SOCIAL MEDIA GUIDANCE FOR MEMBERS

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1. Policy statement

- 1.1. This guidance is intended to help Councillors make appropriate decisions about the use of digital platforms including social networking sites, forums, message boards, blogs and comments, such as X (Twitter), Facebook, Instagram, TikTok, Snapchat and LinkedIn and to help ensure they remain compliant with the Local Government Code of Conduct. This list is not exhaustive and is intended to cover all publicly accessible digital platforms.



- 1.2. Adherence to the guidance is recommended but is discretionary.

2. The basis of the guidance

- 2.1. All members must comply with the Local Government Code of Conduct. This applies whenever they are acting, or could reasonably be perceived as acting, in their official capacity. Social media posts that identify them as councillors or that comment on council business will come under this remit as may personal accounts that do not identify the member as a Councillor under certain circumstances.
- 2.2. This guidance sets suggestions for members' online behaviour. As such, it is advisory and does not override statutory rights such as freedom of political expression.
- 2.3. The council has no authority over posts made on Councillors personal social media accounts.

3. Responsibility for implementation of the guidance

- 3.1. Individual councillors are responsible for their own actions and online behaviour insofar as it applies to the Code of Conduct.
- 3.2. The Clerk may offer advice to members upon request or if they feel it appropriate but shall not actively or routinely monitor the social media activity of members without cause.
- 3.3. The RCTCBC Monitoring Officer may offer further advice insofar as online behaviour applies to the Code of Conduct.

4. Official use of Council social media accounts

- 4.1. Councillors shall not have access to or post on the Council's official social media accounts.
- 4.2. Councillors are free to share and comment on the Council's official social media accounts. .
- 4.3. The Council reserves the right to moderate its accounts including removing or hiding content or comments.



5. Personal use of social media by members

- 5.1. Members are bound by the Local Government Code of Conduct in their use of personal social media accounts.
- 5.2. Members are encouraged to share posts from the official page to their own personal pages to increase visibility and reach, but they should not imply that these accounts or their content represent the Council as a whole. They should use disclaimers when expressing personal views.
- 5.3. Members should not disclose confidential or sensitive Council information that is not already in the public domain.
- 5.4. Members must not post content that can be reasonably considered to constitute harassment, bullying, or discrimination against other councillors, council employees or members of the public.

- 5.5. The Ombudsman's Guide to the Code of Conduct states:

You must not behave in a way which could reasonably be regarded as bringing your office or authority into disrepute at any time. As a member, your actions and behaviour are subject to greater scrutiny than those of ordinary members of the public. You should be aware that your actions in both your public and private life might have an adverse impact on your Council. Dishonest and deceitful behaviour will bring your Council into disrepute, as may conduct which results in a criminal conviction, especially if it involves dishonest, threatening or violent behaviour, even if the behaviour happens in your private life. Making unfair or inaccurate criticism of your Council in a public arena might well be regarded as bringing your Council into disrepute. Inappropriate e-mails to constituents or posts on social media might well bring the office of the member into disrepute. (And therefore, constitute a breach of the Code of Conduct.

- 5.6. Members should avoid any personal use of social media that would be reasonably considered likely to bring the Council into disrepute. This may include:

- 5.6.1. Posting misleading or hostile comments about the Council on social media or in public forums.
- 5.6.2. Posting verbally abusive content aimed at members of the public, other councillors or council employees or the council as a body.



- 5.6.3. Attempting to gain personal benefits by using Council status (e.g., discounts, favours).
 - 5.6.4. Offensive or discriminatory comments online that may damage public confidence in the Council.
 - 5.6.5. Online sharing, discussing or commenting negatively on internal disputes between Council members, staff or others
 - 5.6.6. Posting obscene, offensive or illegal material online.
- 5.7. The Council will not:
- 5.7.1. Monitor personal social media accounts without cause.
 - 5.7.2. Restrict or attempt to restrict lawful personal opinions unrelated to Council business (subject to the clauses above).
 - 5.7.3. Require prior approval for personal posts.

6. Breaches of this guidance

- 6.1. The Code of Conduct on which this guidance is based is overseen by the Public Services Ombudsman for Wales, represented locally by the Monitoring Officer of Rhondda Cynon Taf County Borough Council. Any conduct by a member which may reasonably be considered a breach of it should be reported to the Monitoring Officer and not to the Clerk of the Council, the Chair of the Council or the Council as a body.



LLANHARAN COMMUNITY COUNCIL SAFEGUARDING POLICY

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Legal Basis

This policy takes account of advice given by Safeguarding Wales which encompasses the requirements and expectations of the Social Services and Well-being (Wales) Act 2014 and the accompanying Working Together to Safeguard People guidance.

Policy Statement

Everyone has a duty to safeguard children and vulnerable adults.

Llanharan Community Council is committed to safeguarding practices that help ensure the safety of all those coming into contact with the Council.

Councillors and Council staff are in a position of trust and are expected to adhere to the Code of Conduct for Community Councils at all times.

Terms used

For the purposes of this policy, "Volunteers" shall be understood to refer to formally recruited Volunteers of Llanharan Community Council.

"Children" shall refer to any individual under the age of 18, whether or not at increased risk of harm.

"Vulnerable adults" shall refer to any individual aged 18 or over at increased risk of harm, who are less able to care for and protect themselves, whether or not they are in receipt of community care services.

"Deliberate acts of harm" include abuse, whether physical, sexual, emotional, domestic, financial or online; neglect; and exploitation, whether criminal or sexual.

Local Authority

The legal responsibility for safeguarding children and vulnerable adults lies with Rhondda Cynon Taf County Borough Council, via the Cwm Taf Multi Agency Safeguarding Hub. Llanharan Community Council is committed to working with them as far as possible to promote wellbeing and prevent harms.

Awareness of potential harms

"Harm" is caused by accidents, deliberate acts of harm or factors such as bullying, prejudicial attitudes or a failure to enable a person to participate in activities that are open to most of their peers.



“Deliberate acts of harm” are abuses against the person and will incur disciplinary proceedings and require reports and referrals to social services, the police, other professional bodies and the DBS, where appropriate.

Any incidents of harm to anyone involved in the Council’s service will receive an appropriate response to safeguard the individual(s), reduce risk and improve our service.

Safe environment

In order to promote a safe environment, the Council will

- Provide safe facilities and do regular safety assessments
- Ensure that members are aware of this policy
- Remind regular hirers to have an appropriate safeguarding policy in place.

Safe recruitment

The Council recruits all staff and volunteers using appropriate procedures, safeguards and checks. Officers will determine if any roles are in regulated activities, and so subject to a Disclosure and Barring Service (DBS) check. No such roles exist at the time of writing. The Council will review recruitment procedures in response to changes in legislation and external systems such as DBS. The Council will take up references where provided for all posts and volunteer roles.

Safeguarding Officer

The Council’s Safeguarding Officer is the Clerk to the Council, supported by a Deputy (normally the Deputy Clerk unless otherwise appointed). They will be available for all members and service users to consult about any concerns regarding the safety, wellbeing or conduct of individuals in contact with the Council.

The Safeguarding Officer and Deputy will have access to appropriate training to support them in this role. Specifically they will be trained in the SLCC ‘Safeguarding Everyone’ e-course. When need arises they will:

- liaise with appropriate local and national agencies
- contribute to appropriate policies
- maintain records and keep confidentiality
- adhere to and promote this policy within the Council
- signpost individuals to support where needed.



Activities involving contact with the public

Council activities that bring members, staff or volunteers into direct contact with children or vulnerable adults currently include (but may not be limited to):

- Llanharan Pantry, including casual volunteers and service users
- Events, specifically the provision of a lost children facility.

If the Council directly organises or runs an event or activity which entails a member, employee or volunteer having direct unsupervised contact with children or vulnerable adults (such as a lost children facility) an enhanced DBS check will be obtained for the individuals having such contact, who must remain present with any such children or vulnerable adults until they are returned to the care of parents, guardians or carers. Where more than one member, employee or volunteer will be present **at all times** then the DBS may not be necessary, subject to risk assessment.

General principles of wise conduct will apply to members, employees and volunteers during all Council activities.

- Everyone should be treated with equal dignity and respect.
- Communication, behaviour and interaction should be appropriate and professional.
- Children engaging in the activities of the Council should remain the responsibility of their parents or guardians.
- Those dealing with a child or vulnerable adult should take care not to place themselves in a vulnerable position, for example ensuring that another adult is always present.
- Allegations or concerns will be taken seriously.

Responding to allegations

If a person discloses abuse by someone else:

- Stay calm; take the allegation seriously.
- Allow the person to speak without interruption, accepting what is said.
- DO NOT investigate the disclosure.
- Only ask questions for clarification. Do not ask leading questions.
- Alleviate feelings of guilt and isolation, while passing no judgement. Reassure them that they did the right thing by talking to you.
- Advise that you will try to offer support, but that you **MUST** pass the information on: do not offer to keep secrets.
- Record the facts as you know them in writing. As soon as possible after the incident or disclosure write down notes, dates, times, facts, observations, and verbatim speech.
- Refer the allegation immediately and directly to the appropriate person who will ordinarily be the Designated Safeguarding Officer or Deputy. Provide your written notes.
- All allegations must be referred, no matter how insignificant they seem to be, or when they occur.



- Try to ensure that no-one is placed in a position which could cause further compromise.
- Ensure the correct details are available, the child's / vulnerable adult's name and address, and the name and address of their parent, carer or guardian.
- The Safeguarding Officer will immediately contact RCTCBC Children's Services or Adult Services (See contact information at the end of this document).

Reporting concerns

Members, employees and volunteers must, as soon as possible, report to the Safeguarding Officers when they have:

- a concern about the circumstances or treatment of an individual;
- a disclosure of information about a person at risk of or suffering from significant harm;
- an allegation of harm caused by a member to another individual.

They should never:

- Promise confidentiality – safeguarding relies on sharing concerns appropriately with other agencies.
- Allow suspicions or allegations of harm to go unreported
- Seek to investigate concerns independently
- Discuss their concerns with anyone except the Safeguarding Officers.

In the case that the Safeguarding Officers are implicated in any report, this should instead be made to the Chair of the Council.

Confidentiality

All reports and communications relating to safeguarding will be kept securely and confidential in line with the Council's data protection policy and privacy statement, unless it is necessary to share this material with other agencies. Information will only be shared on a 'need to know' basis.

Key Contacts:

Safeguarding Officer (The Clerk to the Council).

Leigh Smith 07769 266675 / 01443 231430

Clerk@Llanharan-cc.gov.wales

Deputy Safeguarding Officer (The Deputy Clerk/RFO)

Lisa Phillips 01443 231 430

Office@Llanharan-cc.gov.wales



Standby Safeguarding Officer (The Assistant Clerk)
Rebecca Jenkins 01443 231 430
Rebecca.Jenkins@Llanharan-cc.gov.wales

RCTCBC Child Safeguarding Team

- During office hours (Mon–Fri, 8:30 am–5 pm):
 - RCT Contact Centre – 01443 425006
 - Email: IAATeam@rctcbc.gov.uk
- Outside office hours (weekends, bank holidays, evenings):
 - Emergency Duty Team – 01443 743665
- If a child is in immediate danger:
 - Call 999 (Police) immediately

RCTCBC Vulnerable Adult Safeguarding Team

- During office hours (Mon–Fri, 8:30 am–5 pm):
 - Adult Social Care – First Response Team – 01443 425003
- Outside office hours:
 - Emergency Duty Team (same as for children) – 01443 743665
- If there's immediate risk of harm:
 - Call 999 (Police) immediately

This is a non-contractual policy which will be reviewed from time to time.

Appendix 14

To consider quotes for maintenance of the War Memorials

The previous three-year agreement with War Memorial Conservation Co has come to an end.

Several quotes having been sought, only GraveClean was willing to provide one.

Both quotes are for **two visits each year**, one in April/May and again in October in time for Remembrance Sunday.

The visits include full deep **clean** of entire structure including base, and a detailed **condition report**.

1. Graveclean: £400 for one year or £960 for three years (not subject to VAT)
 - Any additional repairs, engraving restoration or gilding to be quoted separately if required.
2. War Memorial Conservation Co: £1500 for one year or £4100 for three years (+VAT)

The following repairs included in the quote:

- Joints re-pointed if necessary.
- Minor repairs to inscriptions if necessary.

To quote for items outside of this general maintenance, such as re-painting of railings, more major re-blackening etc of inscriptions, replacement of deteriorated masonry.

Options:

1. Engage Graveclean for one year in the first instance, to evaluate their service considering that they are so much cheaper than the other company.
2. Renew the contract with WMC given that they know the sites and also include minor repairs in the price.



QUOTE

Llanharan Community Council

Date
19 Nov 2025

Expiry
20 Dec 2025

Quote Number
QU-4918

VAT Number
GB488149052

GRAVE CLEAN LIMITED
14-15 Grove Lane
Westend
Stonehouse
GL10 3SL

Item	Description	Quantity	Unit Price	VAT	Amount GBP
	Hillside Avenue, Llanharan CF72 9PG and St Peter's churchyard, Brynna CF72 9SP	1.00	400.00	Exempt	400.00
	We are pleased to provide a quotation for the following: Service Overview: •Full deep clean of entire memorial structure including base, midsection, and tall column. •Removal of biological growth, dirt, and environmental staining. •Use of extendable fibreglass poles for safe access to the upper column. •Application of non-invasive, biodegradable cleaning agents (pH neutral – safe for all stone types). •Final rinse and soft brushing using non-metallic tools. •Full photographic documentation before and after. Please note: This quote is based on standard cleaning scope. Any additional repairs, engraving restoration, or gilding would be quoted separately if required. Contract: 1 year Schedule: 1 x Treatment March & October				
	Hillside Avenue, Llanharan CF72 9PG and St Peter's churchyard, Brynna CF72 9SP	3.00	320.00	Exempt	960.00
	We are pleased to provide a quotation for the following: Service Overview: •Full deep clean of entire memorial structure including base, midsection, and tall column. •Removal of biological growth, dirt, and environmental staining. •Use of extendable fibreglass poles for safe access to the upper column. •Application of non-invasive, biodegradable cleaning agents (pH neutral – safe for all stone types). •Final rinse and soft brushing using non-metallic				

Item	Description	Quantity	Unit Price	VAT	Amount GBP
	tools. •Full photographic documentation before and after. Please note: This quote is based on standard cleaning scope. Any additional repairs, engraving restoration, or gilding would be quoted separately if required. Contract: 3 year Schedule: 1 x Treatment March & October				
				INCLUDES EXEMPT	0.00
				TOTAL GBP	1,360.00

Terms

Full T&C's can be found here: <https://graveclean.co.uk/legal>
graveclean.co.uk | info@graveclean.co.uk | 0330 043 0456

14th October 2025



Our Ref: SDM20251014/LlanBryn

Ms. Cathy Kennedy
Clerk to Llanharan Community Council
2 Chapel Road
Llanharan
CF72 9QA

Dear Ms Kennedy

Re: Llanharan & Brynna War Memorials - Memorial Maintenance

Please note that War Memorial Conservation Company is the specialist division of Mossfords that takes care and restores and refurbished War Memorial and other monuments throughout the UK.

We are writing to inform you that the above memorials have received the 2nd and final Maintenance Visit of your 3 Year Agreement on 14th October 2025.

The memorials and their immediate surrounding slabs, received a professional cleaning and all other aspects were inspected and we can report that there are no significant faults or problems were discovered. The inscriptions were inspected and cleaned and all joints were checked and repaired where necessary.

This now brings an end to the current Maintenance Agreements - should you wish to continue to have the memorials regularly maintained then we would be pleased to do so.

Please find enclosed a Memorial Maintenance Renewal Agreement. Should you wish to continue with this service then please sign and return this to us together with payment for the sum shown.

This can be by cheque with the returned agreement or by bank transfer - see details at the bottom of the agreement - using the reference: **2026LlanBrynWMM**

Should you have any queries or if we can be of any further assistance then please do not hesitate to contact us.

Yours sincerely

Simon Morgan
Managing Director
War Memorial Conservation Company



SSIP



285 Cowbridge Road West,
Cardiff CF5 5TD

enquiries@warmemorialconservation.com
warmemorialconservation.com

an MS-Group Ltd. Company

Company Reg No. 821400 VAT No. 134 1425 07

War Memorial Maintenance Agreement

Name: Ms. Cathy Kennedy
Clerk to Llanharan Community Council
Address: 2 Chapel Road
Town: Llanharan
County: Vale of Glamorgan
Post Code: CF72 9QA
Email: clerk@llanharan-cc.gov.wales
Telephone Number: 01443 231430

SITES: LLANHARAN & BRYNNA WAR MEMORIALS

Maintenance Months:

April/May and then October in readiness for Remembrance Sunday

Period Of Duration:	<u>1 Year</u>	or	<u>3 Years</u>
Pre-paid Sum Due:	£1,500.00		£4,100.00
Value Added Tax @ 20%	£ 300.00		£ 820.00
TOTAL AMOUNT DUE:	£1,800.00	or	£4,920.00

Signed: **X** **X** Date: 2025

Please send a CHEQUE payable to MS-GROUP LTD or

Please TELEPHONE to make payment by DEBIT CARD or CREDIT CARD

OR Should you wish to pay by direct bank transfer then please use our reference: **2026LlanBrynWMM**
for the payment and use the following bank details – we will send you a receipt when payment has been received:

Bank: **HSBC** Account Name: **MS-Group Ltd** Account Number: **91048821** Sort Code: **40-36-06**

Official Use Only - Do Not Write Below

Memorial Agreement Number: **2026LlanBrynWMM**

Paid:

Appendix 15a

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.

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.

To: Llanharan Community Council
Community Councillor

Date: 8th December 2025
Our Ref: 25/1197/TPO
Please ask for: Daniel Morgan
Telephone: 01443 281130
Email: Daniel.Morgan1@rctcbc.gov.uk

Dear Councillor,

TOWN AND COUNTRY PLANNING ACT 1990

Fy Nghyf/My Ref:
Datblygiad Arfaethedig / Proposal:

25/1197/TPO
2m reduction of vulnerable limbs
encroaching towards neighbouring
property and phoneline of 2 Oak trees,
Quercus robur (identified as 251 and 253
on tree survey provided)
Grove Cottage, Mill Lane, Llanharan,
Rhondda Cynon Taf CF72 9PB

Lleoliad / Location

CONSULTATION - COMMENTS TO BE RECEIVED BY: 29.12.2025..

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

Daniel Morgan

Planning Officer

Simon Gale
Cyfarwyddwr Materion Ffyniant a Datblygu
Director of Prosperity and Development
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 Elai, Ystad Ddiwydiannol Dinas Isaf, Trewiliam, Tonypandy, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypandy, CF40 1NY

Simon Gale
Cyfarwyddwr Materion Ffyniant a Datblygu
Director of Prosperity and Development
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 Elai, Ystad Ddiwydiannol Dinas Isaf, Trewiliam, Tonypany, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypany, CF40 1NY



MAE EICH DATA O BWYS www.rctcbc.gov.uk/diogeludata
YOUR DATA MATTERS www.rctcbc.gov.uk/dataprotection



To: Llanharan Community Council
Community Councillor

Date: 25th November 2025
Our Ref: 25/0845/FUL
Please ask for: Laura Heron
Telephone: 01443 281130
Email: Laura.J.Heron@rctcbc.gov.uk

Dear Councillor,

TOWN AND COUNTRY PLANNING ACT 1990

Fy Nghyf/My Ref:
Datblygiad Arfaethedig / Proposal:

25/0845/FUL

Removal of 10 metres of hedgerow and the installation of a pair of farm gates set back 10 metres into the field. The planting of 10 metres of hedge and the laying of hardstanding from the road to the gates and continuing into the field to the rear of the house/garden as per the attached drawing.

Lleoliad / Location

Troedyrhiw, Llanilid, Pencoed, Rhondda Cynon Taf CF35 5LA

CONSULTATION - COMMENTS TO BE RECEIVED BY: 16.12.2025..

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 Ffyniant a Datblygu
Director of Prosperity and Development
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 Elai, Ystad Ddiwydiannol Dinas Isaf, Trewiliam, Tonypandy, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypandy, CF40 1NY

Laura Heron

Planning Officer

Simon Gale
Cyfarwyddwr Materion Ffyniant a Datblygu
Director of Prosperity and Development
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, Tonypany, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypany, CF40 1NY



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YOUR DATA MATTERS www.rctcbc.gov.uk/dataprotection



To: Llanharan Community Council
Community Councillor

Date: 1st December 2025
Our Ref: 25/1211/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:

25/1211/FUL
Proposed energy centre and associated plant
National Blood Transfusion Serviced ,
Gwaun Elai Industrial Estate, Llantrisant,
CF72 9WB

Lleoliad / Location

CONSULTATION - COMMENTS TO BE RECEIVED BY: 22.12.2025..

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

James Emery

Planning Officer

Simon Gale
Cyfarwyddwr Materion Ffyniant a Datblygu
Director of Prosperity and Development
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 Elai, Ystad Ddiwydiannol Dinas Isaf, Trewiliam, Tonypandy, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypandy, CF40 1NY

Simon Gale
Cyfarwyddwr Materion Ffyniant a Datblygu
Director of Prosperity and Development
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, Tonypany, CF40 1NY
Business Support Unit, Ty Elai, Dinas Isaf Industrial Estate, Williamstown, Tonypany, CF40 1NY



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YOUR DATA MATTERS www.rctcbc.gov.uk/dataprotection





LLANHARAN COMMUNITY COUNCIL



ANNUAL REPORT FOR THE YEAR 2024/2025



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1 Foreword from the Chair of the Council

It is with great honour that I present this Chairperson's Report for the 2024–2025 municipal year. Serving as Chair of Llanharan Community Council has been a huge privilege. This year has seen important progress across community engagement, infrastructure development, environmental improvement, and good governance.

Our work touches all five villages we serve—Llanharan, Brynna, Bryncae, Llanilid, and Ynysmaerdy and this report reflects a council committed to transparency, responsiveness, and lasting community benefit.



We have continued to substantial improvements to our parks and green spaces, with the completion of some improvements to the open spaces in Llanharan and Brynna, we have continued to enhance our outdoor spaces for children and families and improve accessibility. Our commitment will continue over the coming years as we look to make significant improvements to skate parks and maybe introduce other leisure resources.

The development of the route through Brynna Woods, over the river Ewenny and over the new railway bridge continues to be a major project for us and we are excited to progress this over the coming year.

We were very pleased with the response from many residents to the expansion of Christmas lights through Bryncae and Llanilid. It was very satisfying to finally be able to include the newer areas of the community in our Christmas light project.

On the topic of responses from the community, we carried out an annual survey of residents this year to help better understand what residents want and how they feel the community council can support them through the services provided. The survey was available online and in local shops. I would like to thank all those that took part and helped provide some vital insight into how residents feel about what we have done, what we are doing and what we could be doing.

Our allotment strategy progressed with plans to expand the Pendre site and introduce new “starter plots” to lower barriers for aspiring gardeners. The launch of this scheme forms part of our commitment to community food growing and land access.

This year has also seen us complete the lease of Bryncae Community Centre from RCT Council. This will allow us to ensure that this critical community resource continues to be available to our community groups and families. Furthermore, the allocation of £100,000 of CIL funding will enable us to carry out major refurbishment tasks making sure this building remains fit for purpose and presents itself in the way we expect it to.

A major internal focus this year was preparing our staffing and employment budget for 2025–2026, ensuring that we maintain the right resources to support our growing responsibilities and our expanding community



which has led to us expanding both our office and groundskeeping staff ensuring that we can continue to be effective and efficient in delivering for our community.

Community events like our **Fireworks night** and **Over 60s Christmas Lunch** grew in size and popularity this year, bringing together residents of all ages and backgrounds.

We provided many grants to youth projects, community and sports groups, and volunteer initiatives. This has ensured that can continue to enjoy the diverse range of services available to us.

The Council held all meetings with full transparency, publishing minutes and agendas online. Our internal and external audits were completed successfully, and we continue to uphold the highest standards of public financial management.

This year was one of steady progress and meaningful community partnerships. Not all outcomes are immediate, but each effort lays a foundation for lasting improvement. I thank my fellow councillors, the Clerk and staff, and the many residents and volunteers who make Llanharan a proud and growing place to live.

It remains my honour to serve this community.

David Evans

Chairperson of Llanharan Community Council

Date: May 2025



2 Contact the Council

The Community Council Office is open to the public Monday to Friday between the hours of 9.30am and 1.30pm

Llanharan Community Council

2 Chapel Road

Llanharan

Rhondda Cynon Taff

CF72 9QA

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Website: <https://llanharan-cc.gov.wales>

Facebook: Llanharan Community Council

X (Twitter): @Llanharan_CC



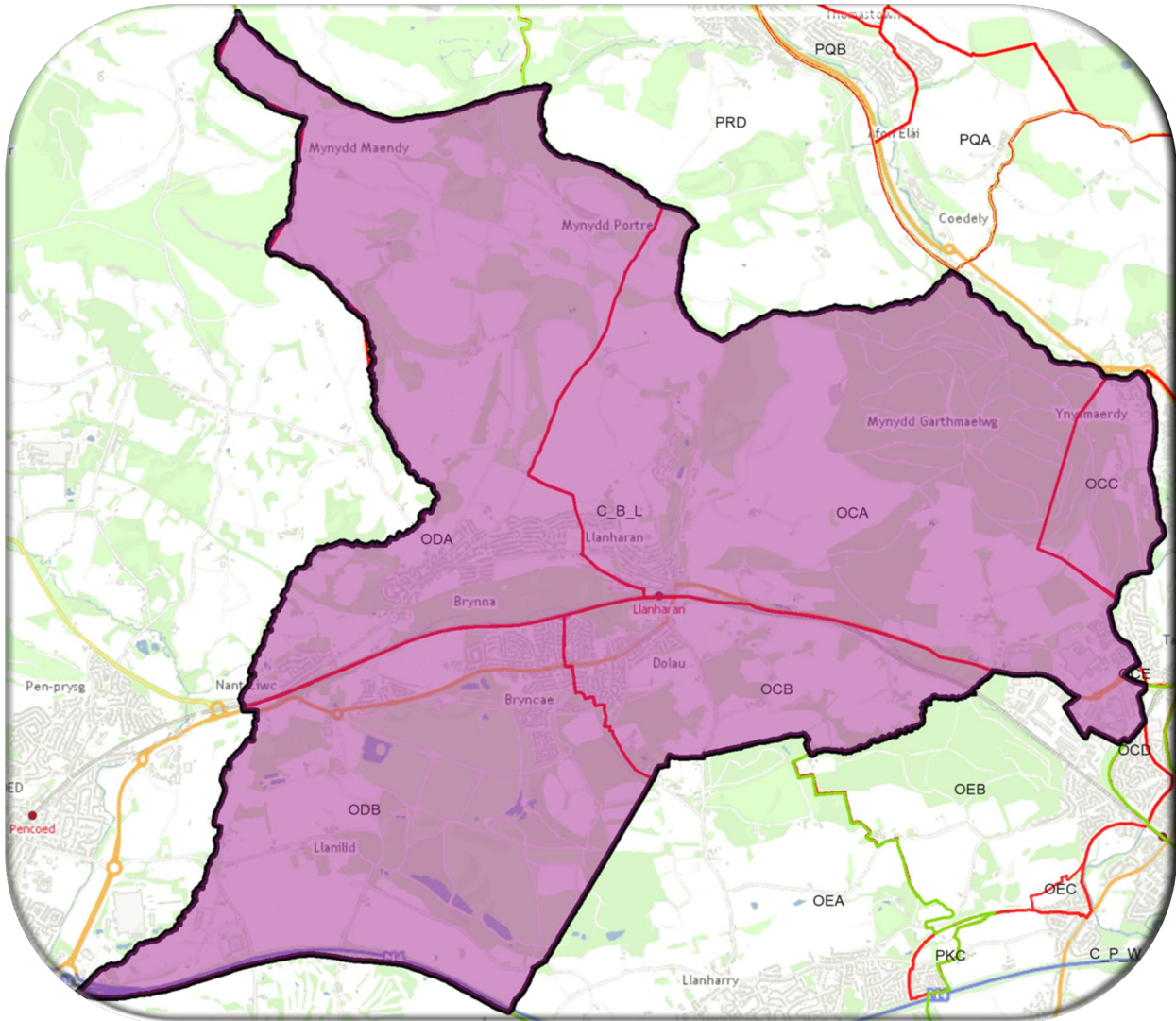
3 About Llanharan Community Council

Llanharan Community Council serves the communities of Llanharan, Brynna, Brynnau Gwynnion, Bryncae, Llanilid and Ynysmaerdy. Llanharan community Council was formed in 1974, under the Local Government Act 1972 as the successor to the former old Parish Councils.

The community comprises of three wards, with 14 Councillors serving an electorate of 7188. Each ward has councillors for that area, 6 covering Llanharan (including Ynysmaerdy), 6 covering Brynna (including Brynna Gwynnion) and 2 for Llanilid (including Bryncae). The councillors represent our community, providing local views on planning, listening to and advising residents as well as providing a link with the local authority. Representative councillors have an active interest in their communities and work in partnership with residents, local groups and collaborate with other councils when necessary.



Llanharan Community Council Ward boundaries



Community councils are the most local tier of elected representation and play an important role in local democracy.

Community councils have a wide range of duties and powers vested by Acts of Parliament. They may determine the types of positive actions and activities that are likely to achieve the promotion or improvement of wellbeing within their communities.

Community councils must act in line with their duties and can only act within the limits of their powers.



Examples of some of the activities that Llanharan Community Council carries out in line with its duties and powers include:

The upkeep and maintenance of over 37 miles of public rights of way.
The operation of a play area at Brynna Gwynnion.
The creation and operation of the skatepark in Oakbrook.
Open spaces at Meadow Rise and Grove Terrace.
Summer grass cutting at Brynna Fields and the Welfare Ground.
The War Memorial located on Hillside Avenue.
Summer floral displays.
Christmas trees and lights.
The memorial clocks located on the Square and at William Street.
Upkeep of over 40 bus shelters.
Provision and maintenance of benches.
Older People's Christmas lunches.
The annual fireworks display.
The holding of community events.
The purchase, operation and maintenance of defibrillators.
The operation of 3 allotment sites providing circa 120 plots.
General grants to local groups and organisations.
CIL grants to local groups and organisations.
The inception and delivery of CIL projects.
Planning consultation.



4 Membership of the Council 2024/25

Councillors help provide local services and take decisions that form the policy of the Council. Councillors are entitled to a taxable allowance in accordance with the Independent Remuneration Panel for Wales who make recommendations to Welsh Government. They have to abide by a Local Government Code of Practice, declaring any financial, personal or prejudicial interest in any matter under discussion at a council meeting. Councillors are elected by local residents or co-opted by the Council.

The membership of the council during the municipal year was as follows:

Llanharan (and Ynysmaerdy) - 6 members

Cllr. Neil Feist
Cllr. Geraint Hopkins JP *
Cllr. Rhys Jenkins
Cllr. Robert Smith
Cllr. Janine Turner *
Cllr. Will Thomas

Brynna - 6 members

Cllr. Helen Donnan (resigned February 2025) replaced by Cllr Rhys.A.Jenkins in January 2025.
Cllr. David Evans*
Cllr. Robert Lewis Watkin JP (resigned May 2024)
Cllr. Joanne Miller (resigned March 2025)
Cllr. Chris Parker
Cllr. Mark Steer

Llanilid (& Bryncae) – 2 members

Cllr. Tracy Allen (resigned May 2024) replaced by Cllr Claire Morgan in September 2024.
Cllr. Andrea James

*Cllrs Hopkins, Turner and Evans also sit as elected members of the principal authority, Rhondda Cynon Taf County Borough Council.

The Chair of the Council for the municipal year 2024/25 was Cllr. David Evans.

The Deputy chair of the Council for the municipal year 2023/24 was Cllr. Rhys Jenkins

Details of member's political affiliations, attendance at meetings, registered interests and other information can be found on the council's website along with their contact details.

The community council produces a training plan for members and staff which is reviewed annually.



5 Council Meetings

Meetings of the full council ordinarily take place at 7pm on the third Thursday of each month with the exception of August. The Chair or a number of councillors may also call additional extraordinary meetings of the council under certain circumstances at any point.

All full council meetings are held on a hybrid basis - i.e. With the facility for elected members and members of the public to attend either in person at the chosen physical venue or online entirely at their own discretion.

The council has facilities and procedures in place to enable this and to allow meaningful participation where appropriate.

The council has a number of committees whose meetings are generally held entirely online. These meetings take place at various times throughout the year.

Members of the public may attend any council or committee meeting (unless the council has specifically resolved to exclude the press and public from that meeting or a section of that meeting).

At any meeting of the council, at the appropriate time and under certain conditions (unless the press and public have been excluded), a member of the public may speak on any matter contained in the agenda for that meeting. Members of the public may not participate in debates.

An agenda is published in advance of all council meetings and minutes produced following the meeting. All documents are available on the council's website. Decisions made by the council are known as 'Resolutions'. Records of all resolutions made must appear in the minutes.

The council holds an Annual Meeting in May of each year. At this meeting matters relating to the business of the council for the following municipal year are considered and decided upon. These matters include deciding upon:

The Chair and Deputy Chair of the Council.

Membership, Chair and dates of committees and working groups.

Council representatives on external bodies (such as school Governors).

Reviewing governance documents, policies and procedures.



6 Committees and Working Groups

The council had a number of committees and working groups.

Committees are formal meetings, largely subject to the same legislation and processes governing full council meetings.

Committees will make recommendations to full council for resolution and can under certain circumstances have powers and/or budgets delegated to them.

Working groups are more informal groupings which will usually be tasked with investigating in detail some aspect of council business and making recommendations to a committee or full council.

Some committees and working groups can under certain conditions also contain members of the public with particular knowledge or interest in a certain topic.

Llanharan Community Council currently has the following committees established:

Human Resources Committee - 5 members.

Open Spaces, Rights of Way and Allotments Committee (ORA) – 5 members.

Audit Committee (Finance) – 5 members.

Community Infrastructure Levy Committee (CIL) – 8 members.

Community Engagement Committee (CEC) – 5 members.

Bryncae Community Centre Committee – (BCC) 5 members.

Trenos and Ewenni Crossings Project Committee – (TEC) 10 members.

Llanharan Community Council had a number of working groups established, including:

The Trenos Crossing and Ewenny Bridge Working Group.

The Fireworks Working Group.

The Bryncae Community Centre Working Group.

The Walking and Multiuser Leaflets Working Group.

The Oakbrook Skatepark Refurbishment Working Group.

The Pump Track Working Group

The Jubilee Marsh Multi-user Route Working Group.

The Community Awards Ceremony Working Group.

The Hamlet/Ward Gateway Working Group.

The Annual Survey Working Group.

The Senior Citizen Christmas Lunches Working Group.



7 Liaison with External Bodies

The community council appointed members to sit on the following external bodies:

RCT/Town and Community Council Liaison Committee.

Llanharan Community Development Project.

One Voice Wales Area Committee.

One Voice Wales Larger Council's Committee.

School governing bodies for Dolau Primary School, Llanharan Primary School and Brynnau Primary School.

The Wildlife Trust (Brynna Woods).

8 Staff and Assets

The council employed the following staff:

A Council Clerk.

A Responsible Financial Officer.

A Senior Groundsperson.

The Council owns or leases a number of assets, including:

Allotment sites at Bridgend Road, Jubilee Street and Pendre (near Llanharan Primary School).

Land at Grove Terrace, Meadow Rise, Brynna Gwynion and Oakbrook.

Shower block at the Welfare Ground.

Play equipment at Brynna Gwynion and Oakbrook skatepark.

An electric van.

Two tractors/grass cutters.

A water bowser.

Various tools and equipment.

Various office and IT equipment.

Two memorial clocks.

'The dram' at Enterprise Way.

Defibrillators.

Noticeboards.

Bus shelters.

Benches.

Planters and hanging baskets.

Equipment and fittings for the Christmas trees and lights.

The Telephone Box at the High Corner.

The Chair's Chain of Office.

The Deputy Chair's Chain of Office.

Carvings at Brynna Woods.

A full list of the Council's assets can be found in the Council's 'Asset Register', available from the Clerk.



9 Maintenance work

The community council's maintenance team carried out a number of activities during the year, including:

Summer grass cutting, strimming and litter picking at Brynna fields, The Welfare ground, the Mountain Hare park and the Meadow Rise open space.

Strimming, litter picking and general maintenance work on the local network of public rights of way.

Watering and feeding of the plants for the summer floral displays.

Maintenance of shared pathways, boundaries, borders, clearance works and other maintenance tasks at the Council's three allotment sites.

General upkeep of the War Memorial on Hillside Avenue.

General upkeep of the council's assets including bus shelters, benches and planters.

Cleaning of benches, bus-shelters and roadside furniture.

10 Finance

10.1 Financial Governance

All councils must have in place Standing Orders and Financial Regulations which govern the processes and oversight of the council's financial management.

The council has an appointed Responsible Financial Officer (RFO) responsible for financial administration.

The Council's Audit Committee scrutinises the detail of the council's financial management.

The council is subject to an annual internal audit by an independent auditor and a periodic external audit carried out by

The council as a whole and its' members are ultimately responsible for the management of public money.



10.2 Income and expenditure 2024/25

Note: This section does not include Community Infrastructure Levy (CIL) income or expenditure.

Llanharan Community Council derives the majority of its income from the Precept. The precept is a tax that community councils charge their local electors in order to meet their budgetary requirements. Community councils do not receive any direct funding from central government and rely on their precept and other income they generate from lawful services of facilities they provide.

In 2024/25 Llanharan Community Council derived its income from the following sources:

Precept	£271,894
Public Sector Deposit Fund Re-invested dividend	£53,450
Grants	£15,999
Hall hire fees	£11,567
Other Income (e.g. Allotments, Bank interest, Pantry, RCT Rights of Way)	£11,274
Total income 2024/25	£364,184

In 2024/25 Llanharan Community Council expenditure was as follows:

Staffing costs	£99,670
General Grants awarded	£40,913
Christmas Lights and Xmas Trees	£30,404
Office costs	£14,097
LED lights (Bryncae Community Centre)	£12,594
Insurance	£7,799
Firework Display	£7,413
Plant/equipment/fuel	£7,263
Hanging Baskets & planters	£6,204
Christmas Dinners	£5,840
Llanharan Pantry Expenses	£4,933
Civic allowances	£4,264
Bryncae Community Centre Costs (Gas,electric,cleaning,bband,rates)	£4,048
Election costs	£2,997
Audit Fees	£2,987
Professional and Legal Fees	£2,951
Electricity (Including streetlights)	£2,749
Subscriptions and Memberships	£1,963
Parks/Skatepark/Open Space maintenance	£1,877
Allotment costs	£717



Public Clocks - Maintenance	£440
Bank Charges	£162
Storage Space Rental	£120
Training	£120
Benches and tables maintenance	£20
Bus shelter - Maintenance	£10
Total expenditure 2024/25 excluding CIL	£262,555
General reserves held at year ending 31 March 2024	£146,930

10.2.1 General grants awarded 2024/25

During the 2024/25 municipal year the council awarded the following general grants to community groups in line with its general grants policy:

Llanharan Community Development Project	£25,000
The Wildlife Trust (Brynna Woods)	£10,000
Llanharan OAP association	£1,946
Dolau Primary School PTA	£1500
Llanharan Horticultural society (Annual show)	£750
1 st Llanharan Brownies	£500
Bryncae FC Seniors	£499
Llanharan FC	£495
1 st Brynna Brownies	£100
1 st Llanharan Guides	£100
1 st Brynna Rainbows	£92
LRGT Unspent Grant	£-70

10.2.2 Community Infrastructure Levy (CIL) report 2024/25

The Community Infrastructure Levy (CIL) is a charge which local authorities levy on new development in their area.

In practice this means that for each new property that is built, RCTCBC levy a tax on the house builder (CIL).

15% of the proceeds of that CIL Levy are paid to the local community council. Given the extent of new development in the Llanharan Community Council area this has resulted in significant CIL income to the council.

CIL monies must be used for the provision, improvement, replacement, operation or maintenance of infrastructure or anything else that is concerned with addressing the demands that development places on an area. To ensure that all CIL monies are spent in line with the regulations, Llanharan Community Council liaises closely with RCTCBC on CIL projects prior to spending any money.



In the financial year 2024/25 Llanharan Community Council received £296,947 of CIL income from RCTCBC.

£637,821 was carried over from previous years.

In total the Council spent £63,945 from its CIL funds in 2024/25 on the following projects.

Welfare ground Rugby posts and installation
4 Large planters for 2025 summer display expansion
Accessible gates at Meadow Rise play area and Meadow Rise Bench
Electrical wall fittings at the War Memorial on Hillside
Replacement distribution board, Llanharan Cemetery
Gas Safety Inspection & Boiler Service at the Shower Block
Electrical Safety Inspection of the shower block
Work to ensure legionella compliance - Shower Block
Civils work for festive display expansion
Enterprise Way - resurfacing of the footpath from pavement to gate
Drainage of top field at Brynna Football Fields
Defibrillator for Trens Gardens
Purchase and fitting of 3 x benches in the community. From Ground Control to Llanharan Road.
To provide an all-user bridge over the river Ewenny
Improvements to Bryncae Community Centre
Refurbishment of red telephone box in the square
Improvements to equestrian access on PSM40/4. Bethlehem Way to Brynna Woods.
Improvements to the Welfare Field Shower block
Reopening of Footpath RAN17/5 adjacent to the Bryncae Arms
Memorial Garden / Garage at Grove Terrace

For a full list of previous, current and planned future CIL projects please contact the Clerk at Clerk@Llanharan-cc.gov.wales

10.3 Income and expenditure 2025/26

10.3.1 Precept for 2025/26

Llanharan Community Council resolved to increase its council tax charge for 2025/26.

This constitutes a 6% increase on the 2024/25 Community Council tax band D rate resulting in a £4.75 per year increase and a resultant Community Council band D rate of £83.92 per year raising a precept of £300,409.26

10.3.2 Budget for 2025/26

The 2025/26 Llanharan Community Council budgeted income is derived from the following sources:

Llanharan Community Council Annual Report 2024/25.

Approved xxxx

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Precept	£300,409
Public Sector Deposit Fund Re-invested dividend	£20,000
Allotments	£3,150
Other Income (e.g. Bank interest, RCT Rights of way payment)	£2,330
Total budgeted income 2025/26	£325,889

In 2025/26 Llanharan Community Council budgeted expenditure is as follows:

Staffing costs	£147,774
General Grants	£45,000
Christmas Lights and Trees	£35,000
Office&meeting venue costs (inc stationery, IT,council tax, utilities etc.)	£19,650
Bryncae Community Centre Overheads and Maintenance	£16,450
Firework Display	£10,000
Insurances	£9,750
Hanging Baskets & Planters	£9,500
Maintenance/Groundworks total costs	£9,200
BCC Business Rates	£8,500
Professional, Legal and Audit Fees	£8,415
Community events	£7,250
Senior Citizen's Christmas Lunches	£6,500
Member's Allowances	£4,912
Staff & Member Training	£2,800
Skateboard Park, MH park and other Outdoor Play Maintenance	£2,750
Rights of Way	£1,330
Allotments	£1,022
Chain of Office maintenance	£1,000
HR Expenditure	£1,000
Public clocks Maintenance	£500
War Memorial maintenance	£500
Street Lighting Electric	£500
Total budgeted expenditure 2025/26	£349,303
Budgeted general reserve at end 2025/26	£181,980

Actual Gen reserve at 31st March 2025 : £236,423

2025/26 budgeting to use £23,413 of reserve so 236423-23413 = £213,010



11 2024/25 Achievements

***Incorporating statutory contribution to Cwm-Taf well-being plan and our biodiversity action plan.**

The Wellbeing of Future Generations Act was introduced in 2015 by the Welsh Government with the aim of improving the social, economic, environments and cultural wellbeing of Wales. The Act is seeking a more joined-up approach between public bodies to think about the long-term to create the Wales that we all want to live in, now and in the future.

Llanharan Community Council is not a member of the Public Service Board but has a duty to take reasonable steps towards meeting the local objectives as set out in the Cwm-Taf Well-being Plan 2018-2023 and publish an annual report of the progress which we have made. We have a statutory obligation to publish an annual report and demonstrate on the progress which we have made towards the Cwm-Taf Well-being Plan 2023 – 2028

The objectives of the Cwm-Taf Well-being Plan 2023 – 2028 are shown below:

Cwm-Taf Well-being plan 2023-2028 Objective One - Healthy local neighbourhoods

The Cwm-Taf well-being plan states:

To feel connected - During lockdown our local communities came together with voluntary organisations and partners to make sure that everyone had the support they needed. We are proud of our culture and heritage and our strong local communities, but we know that loneliness can affect anyone, and young people said they felt disconnected. We know that taking part in our community is good for our mental health, and there are great local activities and opportunities but some people, including those with disabilities, feel excluded and cost and transport can be a barrier.

Healthy places - There are great opportunities to keep fit and healthy in our community, but physical activity rates are low, we have high levels of diabetes and obesity, and people in more deprived neighbourhoods are less likely to make use of the green and blue spaces around us. Having safe local spaces and affordable opportunities to be active is important, including play for children and young people. Having access to healthy food locally is also important.

To live our lives locally: Local hubs and support are really valued. We want to enable more local living that would build on strengths and benefit community members, provide local training, local access to services, and offer shared use of local buildings to bring services closer to communities. This approach would reduce the cost of journeys and encourage active travel and support accessing affordable, quality food locally.



Cwm-Taf Well-being plan 2023-2028 Objective Two - Sustainable and resilient local neighbourhoods

To protect and enjoy our natural green and blue spaces responsibly: - We love green and blue spaces around us but we could be managing and using them better for a wide range of benefits such as climate adaption, physical exercise, coming together or just being outside. When we do use them, and in all the things we do and the decisions we make, we want to make sure that we are not doing anything that could negatively impact on the spaces around us. We need a healthy ecosystem for water and food however many of our local species of plants, animals and insects are in decline.

To increase opportunities for active travel and using public transport: - We find that travelling for work, shopping, appointments, and socialising can be costly and difficult without a car. Where more of the services, businesses, and activities we use are in our local neighbourhoods, we can use active travel like walking and cycling to get to them, which can improve our health and reduce the number of journeys that rely on vehicles.

To reduce carbon use and waste: - At present, we are using our resources in an unsustainable way, and this is contributing to the climate and nature emergencies. We already have good rates of recycling but there is more we must do to reduce the amount of waste we produce. There are good examples of how we are reducing carbon and we must all support plans to become carbon neutral. We all have a role to play in global climate mitigation: reducing our consumption and waste and energy use to create a cleaner, greener Cwm Taf Morgannwg

To tackle Climate Change and its impact: - We are already seeing the impact of Climate Change in our communities. Many residents have experienced devastating flooding and we are also seeing rising temperatures in the summer. Wales has declared both climate and nature emergencies and we know that extreme weather has greater impact in areas with a lower income. Climate adaptation is needed to make our most vulnerable communities resilient. We must change how we use and manage our urban and natural spaces to help us respond to climate change and the risks it poses.

Community councils also have a statutory duty under Section 6 of the Environment Act (2016) which states that every public body must seek to maintain and enhance biodiversity in the exercise of their functions in relation to Wales. To comply with this duty we must publish a report on what we have done to comply with the duty.



In the municipal year 2024/25 Llanharan Community Council contributed to the Cwm-Taf well-being and our duty to maintain and enhance biodiversity in the following ways:

The Community Council has successfully completed the Community Asset Transfer of Bryncae Community Centre. The Council will commence a program of capital works to improve the centre and ensure it is available for community use over the following years. The Council has invested £15,000 to alter all internal and external lights from standard to LED low energy fittings and has committed £100,000 for further redevelopment and refurbishment.
(Cwm-Taf Well-being plan Objective 1 and Objective 2)

The 2024 Senior citizen's Christmas lunches at Llanharan RFC in December 2024. Providing over 200 local senior citizens with an opportunity to socialise, enjoy a community event and to receive a Christmas lunch.
(Cwm-Taf Well-being plan Objective 1)



The annual fireworks display held at the Welfare ground in November 2024. Providing a community event open to all, fostering community cohesion. For the first time the Council made specific provision for disabled access and provided a quiet display prior to the main display for those with sensory issues.
(Cwm-Taf Well-being plan Objective 1)



The provision of over 100 allotment plots over our 3 sites. Providing the opportunity for members of the community to grow their own fresh produce. Allotments can also provide an opportunity for exercise and play a part in enhancing well-being. The Council is assessing demand with a view to potentially increase the number of available plots at its Pendre allotment site and is committed to providing 'mini plots' to encourage community growing.
(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)



The provision of the Llanharan Pantry, providing subsidised basic food in the community. The pantry also provides an opportunity for social interaction and volunteering opportunities with a large number of diverse volunteers from all sections of society including those with additional needs.
(Cwm-Taf Well-being plan Objective 1)



The upkeep of the Oakbrook skateboard park and the Mountain Hare play area. Both areas are well used and provide the opportunity for younger people to congregate and play in a controlled and safe environment. The Council has now earmarked funds for a full replacement and the potential provision of a second skatepark or other play provision at Llanilid fields.
(Cwm-Taf Well-being plan Objective 1)

The tree planting strategy around Oakbrook Skate park has also been considered. The Community Council has engaged with RCTCBC in order to ensure native species are planted. RCTCBC have agreed to pause their planned planting of non-native species in order that this can be addressed.
(Biodiversity plan)



The community council provided £10,000 of grant funding to The Wildlife Trust of South and West Wales who own and operate the Brynna Woods and Llanharan Marsh nature reserve. The funding was provided for the maintenance and upkeep of the reserve.

The council's support for the reserve aims to offer the public an opportunity to exercise, attend events and to simply enjoy the beautiful outdoor environment and biodiversity available on our doorstep.
(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)



The community council provided £25,000 of grant funding to Llanharan Community Development Project (LCDP) to support the provision of a cook for the community café and to support the 'Happy Dayz' support group. This contributed to the facilities that provide the opportunity to socialise and carry out activities for local groups and others at a central community hub, including those with additional needs.
(Cwm-Taf Well-being plan Objective 1)



The council has provided a number of extra benches in the community at certain points to help ensure there are adequate resting points for those who need them and at local play areas. This helps to promote exercise and facilitates the enjoyment of outdoor spaces.
(Cwm-Taf Well-being plan Objective 1 and Objective 2)

The council has continued to play its part in the maintenance of the network of public rights of way in our community comprising over 37 miles of paths. Our maintenance team have worked hard to keep paths strimmed, clear of litter and in a reasonable condition whilst acting in an ecologically sympathetic manner and maintaining the biodiversity of these routes.
(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)





The community council has provided significant grant funding for a number of projects and organisations that facilitate and encourage exercise, play and sport in our community, including:

The Llanharan Welfare Ground – Installation of floodlights for football and Rugby pitches.

Brynna Community Centre – Installation of drainage for the top football pitch.

(Cwm-Taf Well-being plan Objective 1 and Objective 2)

****See also general grants and CIL grants***



The community council provided an analysis showing where Japanese knotweed (identified in the survey undertaken in 2020/2021 by volunteers) is present on RCTCBC land to the RCTCBC Invasive Species Officer.

(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

The Council has also provided grant funding to a number of local groups which facilitated aspects of the stated aims of the well-being plan, including the provision for members of the public to participate in local activities, access to opportunities to exercise and shared use of community facilities.

***See General grants awarded 2024/25 for details.**



The community council's 'Trenos Crossing Working Group' comprising community councillors, Network Rail, Persimmon Homes and other interested parties helped to facilitate the design and construction of a multi-user railway crossing bridge from Llanharan into Brynna woods, replacing the ground level pedestrian crossing that was considered unsafe. The crossing is now in place providing safe access for all user groups and in the future to open up access to Brynna woods for members of the community who are currently excluded. (For example those with mobility issues). This includes the Community Council constructing a multi-user specification bridge over the River Ewenni.
(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)

Other achievements during the year

The community council provided large community Christmas trees at various locations in the community, smaller Christmas trees on business premises and Christmas lights and motifs. For Christmas 2025 the festive display was expanded to incorporate Lanelay estate and the new housing developments in Llanharan to the South and West.





The community council provided summer plants and floral displays around the community during the summer.

12 2025/26 Action plan

***Incorporating statutory contribution to Cwm-Taf well-being plan and our biodiversity action plan.**

To investigate the feasibility and practical implementation of 'Cut and Collect' mowing techniques.
(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

To issue a tender for CIL project LCC23/01 'Bridge over the River Ewenny'.
(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)

To complete CIL project LCC19/07 'Garage and Memorial Garden refurb'.
(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

To begin planned capital improvement to Bryncae Community Centre.
(Cwm-Taf Well-being plan Objective 1)

To explore the possibility of leasing the green space around Bryncae Community Centre.
(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)

To facilitate delivery of CIL project LCC23/Lan1 'Community Garden at Lanelay estate'
(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

To complete CIL project LCC23/Lan 2 'Picnic benches at Lanelay estate'
(Cwm-Taf Well-being plan Objective 1 and Objective 2)

To facilitate delivery of CIL project LCC23/Ynys1 'Community Garden at Ynysmaerdy'
(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)



To complete CIL project LCC22/04 'Improvements to equestrian access on Bridleway PSM40/04, Bethlehem Way to Brynna Woods.

(Cwm-Taf Well-being plan Objective 1)

To deliver the 2025 Over 60's Christmas lunches.

(Cwm-Taf Well-being plan Objective 1)

To deliver the annual fireworks display and to increase access for disabled people.

(Cwm-Taf Well-being plan Objective 1)

To increase the number of allotment plots available to the public by 5 plots

(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)

To provide 'mini allotment plots' allotment plots to the public on each allotment site.

(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)

To carry out surveys of plants in flower at Meadow Rise and Mountain Hare play areas as part of the One Voice Wales, Places for Nature Pilot Survey.

(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

To explore options to set aside an area of the Mountain Hare play area as a wild meadow.

(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

To explore options to enhance biodiversity in the wooded area at the Meadow Rise play area

(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

To place appropriate bird boxes in the wooded area at the Meadow Rise play area. Boxes by the RCT Local Nature Partnership.

(Cwm-Taf Well-being plan Objective 2. Biodiversity plan)

To introduce an Environmental and Biodiversity policy for the Council.

(Biodiversity plan)

To deliver grant funding for appropriate groups contributing to Objectives 1 and 2 and the council's biodiversity action plan subject to the receipt of appropriate applications.

(Cwm-Taf Well-being plan Objective 1 and Objective 2. Biodiversity plan)

END

Llanharan Community Council Annual Report 2024/25.

Approved xxxx

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Appendix 24

One Voice Wales AGM 21st January 2026

6.00pm until 8.00pm.

1. Nominate a councillor to attend the Annual General Meeting as well as a substitute member who may only attend if the nominated representative is unable to attend due to unforeseen circumstances.
2. Consider the motions for debate and provide the nominated councillor with a mandate for them to vote on the motions. (See final page of this paper).

From: [Tracy Gilmartin](#)
To: [Tracy Gilmartin](#)
Subject: One Voice Wales Annual General Meeting - 21/01/26
Date: 17 November 2025 12:45:31
Attachments: [image001.png](#)
[Agenda AGM 2026-01-21.doc](#)
[Constitution 2025.docx](#)
[Final Motions 2025 AGM.docx](#)

Dear Clerk,

Please find attached the agenda for the Annual General Meeting of One Voice Wales that will be held remotely on Wednesday 21 January 2025 from 6.00pm until 8.00pm. The timing of the meeting has been set to ensure that any councillors who have daytime work commitments or responsibility for collecting children from school have the opportunity of representing their council.

The attached notice of the meeting including the agenda explains what will be considered at the meeting and asks Clerks to arrange for one councillor to represent their council at the meeting as well as requesting details of a substitute councillor who may only attend if the nominated councillor is unable to attend. **You should note that only one councillor from each member council may attend.**

Also attached to this email are the schedule of motions to be considered and voted upon at the meeting.

As Clerk to the Council, you are asked to undertake the following important actions:

- a. Please bring this matter to the attention of your council at the earliest opportunity.
- b. Invite the council to nominate a councillor to attend the Annual General Meeting as well as a substitute member who may only attend if the nominated representative is unable to attend due to unforeseen circumstances.
- c. Ask your council to consider the motions for debate and provide the nominated councillor with a mandate for them to vote on the motions.
- d. Please make sure that you email Tracy Gilmartin by the stated deadline of the names, email addresses, and telephone numbers of both the council's representative as well as the substitute representative.
- e. If you do not have a council meeting when these matters can be considered, please liaise with the Chair/Mayor to determine who will represent the council.

Closer to the date your nominated rep will be sent the link to the virtual meeting, a copy of the Agenda and also any relevant papers for the meeting. We have however attached at this early stage the Agenda,

proposed revised constitution as well as the list of motions to be voted on.

Regards/Cofion
Lyn Cadwallader
Chief Executive / Prif Weithredwr
Un Llais Cymru / One Voice Wales
24c Stryd y Coleg / 24c College Street
Rhydaman / Ammanford
SA18 3AF
01269 595400
admin@onevoicewales.wales
onevoicewales.wales / unllaiscymru.cymru



The principal representative body for Community and Town Councils in Wales
Y prif gorff cynrychioli ar gyfer Cyngorau Cymuned a Thref yng Nghymru.

Gwefan: <https://www.unllaiscymru.cymru/> Website: <https://www.onevoicewales.wales/>

Wrth adael Un Llais Cymru, cafodd yr e-bost hwn ei sganio ar gyfer pob firws sy'n hysbys. Rydym yn cymryd yr angen i warchod eich data o ddifrif. Er mwyn gweld ein Hysbysiad Preifatrwydd, cliciwch ar y ddolen: <https://www.unllaiscymru.cymru/polisi-preifatrwydd-data/> Bydd hwn yn esbonio sut rydym yn defnyddio eich gwybodaeth a sut rydym yn gwarchod eich preifatrwydd. Croesawn ohebiaeth yn Gymraeg. Bydd unrhyw ohebiaeth a dderbynnir yn Gymraeg yn cael ei hateb yn Gymraeg ac ni fydd gohebu yn Gymraeg yn arwain at oedi wrth ymateb.

Mae'r e-bost hwn at ddefnydd y sawl y'i bwriedid ar ei gyfer yn unig ac mae'n cynnwys gwybodaeth all fod yn freintiedig a/neu'n gyfrinachol. Os na fwriedid ichi dderbyn yr e-bost, dylech roi gwybod i'r sawl a'i danfonodd trwy ddanfôn e-bost yn ôl a dileu'r e-bost hwn ac unrhyw atodiadau.

On leaving One Voice Wales, this email was scanned for all known viruses. We take the protection of your data seriously. For our Privacy Notice please click on the following link: <https://www.onevoicewales.wales/privacy-policy/> This will explain how we use your information and the ways in which we protect your privacy. We welcome receiving correspondence in Welsh. Any correspondence received in Welsh will be answered in Welsh and corresponding in Welsh will not lead to a delay in responding.

This email is for the sole use of the intended recipient and contains information that may be privileged and/or confidential. If you are not an intended recipient, please notify the sender by return email and delete this email and any attachments.

To all member Councils

One Voice Wales Annual General Meeting

I write to confirm that the next Annual General Meeting of One Voice Wales will be held as follows:

Wednesday 21 January 2026

6.00 pm – 8.00 pm. To be held on a remote basis using Zoom Software.

Dear Chair/Clerk

Our next Annual General Meeting will be held on a remote basis on 21 January 2026.

All member Councils are invited to nominate one Councillor (plus a substitute) to attend to engage in debating and deciding upon a range of important matters which will include proposed changes to the constitution of the organisation.

The constitution was originally approved in 2008 and over time it is clear that the governing document would benefit from important changes that would enhance the current overarching governance structure. It is essential that we have a high attendance at the meeting as the current constitution states that:

In the event of a decision having been taken by the Annual General Meeting to change the legal status of the organisation it shall only be undertaken by a majority decision of a meeting attended by a minimum of 20% of the membership.

It therefore requires a minimum of around 140 councils represented at the AGM for the constitution to be amended by a majority vote. We are of course hopeful that we will have many more councils represented at the AGM.

Attendance

Please notify us of the name of the Councillor who will be representing your Council as well as any substitute Councillor, their email addresses and telephone numbers. Please send these details to Tracy Gilmartin tgilmartin@onevoicewales.wales as soon as the Council has decided on nominations preferably by 18 December 2025 but no later than 9 January 2026. This will allow time to send papers to those representatives well in advance of the AGM. Please note that only one Councillor may attend the AGM as there is one vote available for each Council.

There is no fee to attend the AGM.

Recording

Please use your full name with the name of your Council when joining the remote meeting as this will lead to a more accurate record of attendance. The meeting will also be recorded.

Voting

Voting on all matters will be managed through the online poll system available on the Zoom platform and detailed instructions as to how this can be used by Councillors in attendance will be provided direct to your Council's nominated representative.

I trust that you will appreciate the importance of having a high level of attendance at the AGM and we look forward to welcoming your representative.

Agenda

1. To elect the Chair and Vice-Chair of One Voice Wales.
2. Apologies for absence.
3. Declarations of personal interests.
4. To consider the following Motion from **One Voice Wales National Executive Committee**

To consider the attached constitution for One Voice Wales.

- i. The key impact of the new arrangements is to agree that a quorum for the Annual General Meeting shall be 10% of the representatives of member Councils eligible to attend. In the case of a motion to dissolve the organisation placed before the Annual General Meeting the quorum shall be 15% of the representatives of the member Councils eligible to attend. Any changes to the Constitution would need to be approved at an Annual/Special General Meeting by a majority of member Councils present. Other minor changes will improve the governance arrangements of One Voice Wales.
- ii. Other improvements to the governance framework will be introduced once the new arrangements are in place.

To take any questions on the new constitution

To vote on the proposed new constitution.

5. To receive the Chair's oral report for 2024/25.
6. To receive the Chief Executive's report for 2024/25
7. To receive the audited accounts for 2024/25.
8. To confirm the appointment of Bevan Buckland as Auditors.
9. To consider the attached additional motions received for consideration.

Lyn Cadwallader
Chief Executive

Un Llais Cymru



One Voice Wales

One Voice Wales

Constitution

Date Adopted **2026**

Review Date **2027**

09 December 2025

Appendix Financial Regulations (to be added)

09 December 2025

CONSTITUTION

Contents

- 1. Title & Membership**
- 2. Aims & Objectives**
- 3. Annual General Meeting**
- 4. National Executive Committee**
- 5. Election of National Executive Committee**
- 6. Resignation of Member Councils**
- 7. Dissolution of the Organisation**
- 8. Changes to the Constitution**

1. TITLE AND MEMBERSHIP

- 1.1 The organisation shall be called 'Un Llais Cymru'/'One Voice Wales.'
- 1.2 The membership of the organisation shall comprise all Community and Town Councils in Wales provided they are subscribers to the organisation.

2. AIMS AND OBJECTIVES

- 2.1 The aims of the organisation are to represent, support and promote the interests of Community and Town Councils in Wales.
- 2.2 The objectives of the organisation are:
 - a) to promote the interests of Community and Town Councils in Wales to the Welsh Government, Senedd, Central Government, the Welsh Local Government Association, unitary authorities, third sector representative bodies e.g. WCVA, political parties and other bodies both within Wales and internationally.
 - b) to develop policy and practical advice to assist member Councils in the discharge of their functions.
 - c) to provide cost effective services as required by member Councils including the dissemination of accurate and timely information on policy, best practice, and other relevant issues.
 - d) to be the sole voice to represent Community and Town Councils in Wales with the Welsh Government.
 - e) to encourage and support the establishment of Community and Town Councils throughout Wales.

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- f) to encourage, support and provide training to improve and develop the skills of Councillors and officers of Community and Town Councils throughout Wales.
- g) to ensure that both English and Welsh are the official languages of the organisation and enjoy equal status. Some committees may 'opt out' of bilingual arrangements to conduct business.

(Note: Outside agencies are encouraged to provide all information bilingually, but One Voice Wales recognises that it would be unreasonable to withhold important information from Community and Town Councils on the basis that it was only available in English.)

3. ANNUAL GENERAL MEETING

- 3.1 The Annual General Meeting of the organisation shall approve the overall governance framework of the organisation, appoint the auditor and report on financial and governance aspects of the organisation.
- 3.2 The Annual General Meeting shall consist of representatives of each member Council regardless of size, each Council having one vote only.
- 3.3 The Annual General Meeting shall be held on a date to be fixed by the National Executive Committee. The AGM will be held in person or remotely. The AGM could take place on a hybrid basis where practical.
- 3.4 The National Executive Committee shall make rules for the conduct of business at the Annual General and at other General Meetings. These arrangements could include provision for hybrid or remote meetings.
- 3.5 The business of the Annual General Meeting shall be to:

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- 3.5.1 To approve as correct the minutes of the last Annual General Meeting and to invite the Chair to sign them as a true record. (Standing Order 9)
- 3.5.2 To dispose of any matter arising from the minutes or of any business remaining from the last meeting.
- 3.5.3 To receive and to consider reports and recommendations from the National Executive Committee (or any other committees from time to time established) and to discuss and if deemed proper to approve of any matters not delegated to it which require the authority of the Annual General Meeting.
- 3.5.4 To receive reports from the Chief Executive or any other officer.
- 3.5.5 To receive and approve the audited accounts for the preceding year.
- 3.5.6 To approve the appointment of auditors.
- 3.5.7 To approve the membership fees to be paid by member Councils for the ensuing year.
- 3.5.8 To receive and to consider any relevant communications placed before the Annual General Meeting.
- 3.5.9 To consider notices of motion, in accordance with the requirements of Standing Orders, of which no less than two months' notice has been given before the date of the meeting and if deemed necessary, refer them to a relevant committee for further consideration.
- 3.6 The Chair and/or National Executive Committee shall have the power to move an emergency motion.
- 3.7 A Special General Meeting shall be convened: -
 - a) When considered desirable by the National Executive Committee.
 - b) Following a requisition signed by not less than 10% of member Councils specifying the purpose of the meeting.
- 3.8 Not less than 28 days' notice shall be given to all member Councils of a Special Meeting specifying the business to be transacted.
- 3.9 Any changes to the Constitution must be approved at an Annual/Special General Meeting by a majority of member Councils present except in the event of a motion to dissolve the organisation. (see 7)

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- 3.10 The proceedings of an Annual General Meeting shall not be invalidated because any member Council has not received the notice to which it is entitled.

3.11 A quorum for the Annual General Meeting shall be 10% of the representatives of member Councils eligible to attend. In the case of a motion to dissolve the organisation placed before the Annual General Meeting the quorum shall be 15% of the representatives of the member Councils eligible to attend.

4. NATIONAL EXECUTIVE COMMITTEE

- 4.1 The National Executive Committee shall be responsible, within the overall policies determined by the Annual General Meeting, for the organisation's overall strategy and general policies and for the conduct of the organisation. These arrangements could include provision for hybrid or remote meetings.
- 4.2 The National Executive Committee shall appoint from amongst its elected membership a Chair and Vice Chair who shall also act as the Chair and Vice Chair of the organisation.
- 4.3 The Chair and Vice Chair may hold office normally for a period of three consecutive years only, elected annually and shall not normally be eligible for re-election until three years have elapsed but normally no more than four years in total. The Vice Chair to preside in their absence.
- 4.4 The National Executive Committee shall have the power to incur such expenditure, enter into leases of property, enter such commitments or arrangements, and employ such staff or agents as it considers necessary for the proper conduct of the organisation.
- 4.5 The National Executive Committee shall control the banking, investment, and management of the organisation's funds.
- 4.6 The National Executive Committee's consent shall be required for the borrowing of money by or on behalf of the organisation.
- 4.7 The National Executive Committee shall submit an Annual Report and audited Accounts to the Annual General Meeting.
- 4.8 The National Executive Committee shall have the power to appoint such committees and sub-committees as it considers desirable; no more than one-third of the membership of these committees to be non-voting co-opted members.
- 4.9 The National Executive Committee shall have the power to delegate any of its powers to its committees or officers, in accordance with an approved scheme of delegations to be prepared.
- 4.10 The Chair and Vice Chair of the committee shall be ex-officio members of all committees.
- 4.11 The National Executive Committee shall have the power to appoint non-voting honorary members of the organisation, to include the honorary position of President.

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- 4.12 The time of day or evening for meetings be approved by the National Executive Committee and not referenced in the constitution.
- 4.13 The National Executive Committee may change the membership arrangements of the National Executive Committee itself as well as other Committees within the overall governance framework.
- 4.14 The National Executive Committee will have the flexibility to determine the arrangements for selecting spokespersons to speak at external events and engagements on specific matters.
- 4.15 Decisions of Standing Committees are subject to confirmation by the National Executive Committee.
- 4.16 Meetings of the NEC will normally be held on four occasions in each financial year and will be arranged on a remote or in-person basis as determined by the NEC.

5. ELECTION OF NATIONAL EXECUTIVE COMMITTEE

- 5.1 The National Executive Committee shall consist of 16 members appointed to represent member Councils within each of the following area of Wales:-

Ynys Mon		
Meirionnydd		
Arfon/Dwyfor	}	North
Conwy and Denbighshire		
Wrexham and Flintshire		

Maldwyn		
Brecon and Radnor		
Ceredigion	}	Mid
Carmarthenshire		
Pembrokeshire		

Swansea		
Neath/Port Talbot		
Monmouth and Newport		
Bridgend/Vale of Glamorgan/Cardiff	}	South
Rhondda Cynon Taff/Merthyr		
Tydfil/Caerphilly		
Blaenau Gwent/Torfaen		

Each area committee shall appoint one elected member to serve on the National Executive Committee and a substitute Member.

- 5.2 Election of National Executive Committee members shall be conducted by a ballot of all members present at the AGM of the Area Committee.

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- 5.3 An additional member shall be nominated onto the National Executive Committee by the Larger Local Councils Forum.
- 5.4 After the first election to the National Executive Committee members may be appointed for up to five years, provided they continue to hold office as a Councillor.
- 5.5 On a casual vacancy occurring a member elected to fill that place shall hold office until the expiry of the term of office of the member whose place has been vacated.

6. RESIGNATION OF MEMBER COUNCILS

6.1 Any Community or Town Council member wishing to terminate its membership shall do so in writing. There will be no refund of membership fees.

7 DISSOLUTION OF THE ORGANISATION

- 7.1 In the event of a decision having been taken by the Annual General Meeting or a Special Meeting to change the legal status of the organisation, any subsequent resolution for the purpose of dissolution of the organisation and/or the transfer of its assets to a newly constituted body, shall only be undertaken by a majority decision of a meeting attended by a minimum of 15% of the membership. This can include remote attendance.
- 7.2 With the exception of dissolution of the organisation for the purpose outlined in paragraph 7.1 above (to change legal status), any assets resting in the organisation shall be sold and any sums/debts remaining after meeting all costs and expenses associated with the dissolution of the organisation shall be divided pro rata amongst those Councils in membership of the organisation as at the date of the decision

8. CHANGES TO THE CONSTITUTION

- 8.1 The organisation shall have the power to alter the constitution or governance arrangements significantly provided that each such alteration shall be supported by a majority of member Councils present. This can include remote attendance. Any changes to the Constitution must be approved at an Annual/Special General Meeting by a majority of member Councils present except in the event of a motion to dissolve the organisation. (see 7)
- 8.2 Subject to the provision of this Constitution, the National Executive Committee shall have the power to make all such regulations as may be necessary for the nomination of officers, the conduct of elections and all other matters not provided here within.

One Voice Wales AGM Motions 2025



1. Penarth Town Council

"This AGM instructs OVW/NEC to engage with Welsh Government to make Community and Town Councils statutory consultees in collaborative arrangements for considering future bus provision in their area."

2. Newtown and Llanllwchaearn Town Council

"This conference instructs One Voice Wales to investigate the provision of professional legal advice on Welsh law to Councils and report back to the membership."

3. Gelligaer Community Council

"This AGM calls upon One Voice Wales to formally encourage local councils to advocate for the Welsh Government to seek full devolvement of the Crown Estate to Wales."

4. Arfon Dwyfor Area Committee

"The AGM calls upon One Voice Wales to investigate how specific assets transfer officer can be funded for the sector."

5. Chepstow Town Council

"Chepstow Town Council calls upon One Voice Wales to lobby the Welsh Government to consider increasing and extending the financial threshold for free school meals in Wales to secondary school children in line with other devolved governments in the United Kingdom."

6. One Voice Wales National Executive Committee

To confirm an increase in membership fees for 2026/27 by up to 4%.