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MELKSHAM WITHOUT PARISH COUNCIL

Clerk: Mrs Teresa Strange

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Market Place, Melksham,
Wiltshire, SN12 6ES
Tel: 01225 705700

Email: clerk@melkshamwithout-pc.gov.uk
Web: www.melkshamwithout-pc.gov.uk

Tuesday 14th May 2024

To all members of the Council Finance Committee: Councillors John Glover (Chair of Council), David Pafford (Vice Chair of Council), Alan Baines, Richard Wood, Shona Holt, Robert Shea-Simonds & John Doel

Dear Finance Committee members

You are invited to attend the **Finance Committee meeting** which will be held on **Monday 20th May 2024 at 7.00pm** at **Melksham Without Parish Council Offices (First Floor), Melksham Community Campus, Market Place, SN12 6ES** to consider the agenda below:

TO ACCESS THE MEETING REMOTELY, PLEASE FOLLOW THE ZOOM LINK BELOW. THE LINK WILL ALSO BE POSTED ON THE PARISH COUNCIL WEBSITE WHEN IT GOES LIVE SHORTLY BEFORE 7PM.

Click link here:

<https://us02web.zoom.us/j/2791815985?pwd=Y2x5T25DRIVWVU54UW1YWWE4NkNrZz09&omn=88435420845>

Or go to www.zoom.us or Phone 0131 4601196 and enter: **Meeting ID: 279 181 5985**
Passcode: 070920. Instructions on how to access Zoom are on the parish council website www.melkshamwithout.co.uk. If you have difficulties accessing the meeting please call (do not text) the out of hours mobile: 07341 474234

To access the agenda online please scan the below QR code.

YOU CAN ACCESS THE AGENDA PAPERS HERE

Yours sincerely

Teresa Strange, Clerk



Serving rural communities around Melksham

AGENDA

1. **Welcome and Housekeeping**
2. To receive **Apologies and approval of reasons given.**
3. **Chairman & Vice Chair of Finance Committee for 2024/25**
 - a) To elect **Chair** of Finance Committee for 2024/25
 - b) To elect **Vice-Chair** of Finance Committee for 2024/25
4.
 - a) To receive **Declarations of Interest**
 - b) To consider for approval any **Dispensation Requests** received by the Clerk and not previously considered.
5. To consider holding items in Closed Session due to confidential nature Under the Public Bodies (Admission to Meetings) Act 1960, the public and representatives of the press and broadcast media be excluded from the meeting during consideration of business, where publicity would be prejudicial to the public interest because of the confidential nature of the business to be transacted.
6. **Public Participation**
7. **Insurance:**
 - a) To review and approve Insurance Cover for year commencing 1st June 2024 (including Cyber Security separate policy) and note as per the terms of the lease Berryfield Village Hall's building insurance will be included in the parish insurance schedule.
 - b) To consider quotation received for Insurance Cover and appoint provider (in year two of three-year long-term agreement)
 - c) To agree amount to charge Berryfield Village Hall Trust for building insurance from 1st June 2024 to 31st May 2025.
 - d) To authorise payment for Insurance Cover commencing 1st June 2024 (*under delegated powers*)
8. **Financial Regulations:** To review Finance Regulations (new Model version issued by NALC May 24)
9. To note JPAG (**Joint Panel on Accountability and Governance**) **Practitioners' Guide** March 23 for the year ending 31st March 23 and the review of the March 24 guide for the year ending 31st March 25.
10. **Asset Register:** To note asset register and formally approve Asset value as of 31st March 2024 as part of year end accounting procedure
11. **Statement of Accounts & Accompanying Report 2023/24**
 - a) To note Finance Committee minutes 8th January 2024 (Budget setting) annotated with actual figures for 2023/24

- b) To review draft Statement of Accounts and Accompanying Report for 2023/24 and note general fund figure.
- c) To note the Bank Reconciliation as at 31st March 2024
- d) To review and approve Reserves breakdown as at 31st March 2024
- e) To review and approve receipts and spend of CIL (Community Infrastructure Levy) for 2023/24
- f) To review and approve spend of Sandridge Solar Farm funding for 2023/24
- g) To recommend for approval by Full Council the Statement of Accounts & Annual Report for the year ending 31st March 2024
- h) To consider advice of internal auditor regarding Transparency regulations and how to proceed for 2024/25
- i) To recommend for approval Local Government Transparency Code Compliance Report for 2023/24
- j) To review and approve the ICO Model Publication Scheme (as per standing orders 11, 20 and 21) and schedule of charges.

12. Audit:

- a) To note no action to be taken as result of External Audit report for 2022/23
- b) To review Internal Auditor's reports for 2023/24
- c) **Internal Control:**
 - i. To note the current internal control policy
 - ii. To consider effectiveness of internal control (note feedback from Internal Control councillor visit at Full Council 17th June 24)
- d) To note guidance from External Auditors <https://bit.ly/3WqFPPv>
- e) To consider answers to Section 1 (Annual Governance Statement) of External Audit documentation (*Full Council will also need to consider separately when they meet on 17th June.*)
- f) To recommend for approval by Full Council the External Audit Annual Return and additional information requested
- g) To note key dates for Exercise of Public Rights

13. To consider whether the council should provide a payment card method now that office location circumstances have changed.

14. **Procurement:** To note information received to date on new procurement act due to go live in October 2024.

15. To note Chairman's Allowance for 2023/24 and consider Chairman's Allowance for 2024/25.

16. To review Council's and Staff subscriptions for 2024/25

17. To review and approve list of regular payments for authorisation for 2024/25 (as per Fin Reg 5.6)
18. To review and approve Direct Debits & Standing Orders for 2024/25
19. To note price increase for parish council's trade waste contract.

Copy to: All Councillors

PROPERTY ALL RISKS (THEFT & DAMAGE) INSURANCE RENEWAL SUMMARY 2024/25

BUILDING	Sum of Insurance Value 2023/24	£	930,209	Includes Berryfield Village Hall
	Sum of Insurance Value 2024/25	£	1,942,500	
Briansfield Allotment shed				
	Sum of Insurance Value 2024/25	£	7,315	
FENCING/GATES	Sum of Insurance Value 2023/24	£	50,411	
	Sum of Insurance Value 2024/25	£	56,202	
GENERAL CONTENTS & PAVILION CONTENTS	Sum of Insurance Value 2023/24	£	44,055	Includes office items
	Sum of Insurance Value 2024/25	£	38,835	
LAND - natural surfaces (Sports Surfaces on schedule)	Sum of Insurance Value 2023/24	£	-	
	Sum of Insurance Value 2024/25			
MACHINERY	Sum of Insurance Value 2023/24	£	1,045	
	Sum of Insurance Value 2024/25	£	1,363	
OFFICE	Sum of Insurance Value 2023/24	£	-	
	Sum of Insurance Value 2024/25			
OUTSIDE EQUIPMENT	Sum of Insurance Value 2023/24	£	13,939	
	Sum of Insurance Value 2024/25	£	3,964	
PLAY AREA EQUIPMENT	Sum of Insurance Value 2023/24	£	464,887	
	Sum of Insurance Value 2024/25	£	491,859	
SPORTS EQUIPMENT	Sum of Insurance Value 2023/24	£	38,019	
	Sum of Insurance Value 2024/25	£	53,082	
STREET FURNITURE	Sum of Insurance Value 2023/24	£	200,046	
	Sum of Insurance Value 2024/25	£	199,159	
SURFACES - Other surfaces	Sum of Insurance Value 2023/24	£	34,144	
	Sum of Insurance Value 2024/25	£	47,475	
CIVIC REGALIA (was in office contents)	Sum of Insurance Value 2023/24	£	11,083	
	Sum of Insurance Value 2024/25	£	4,464	
RAF STONE	Sum of Insurance Value 2023/24	£	-	
	Sum of Insurance Value 2024/25	£	7,832	
ARTWORK	Sum of Insurance Value 2023/24	£	-	
	Sum of Insurance Value 2024/25			
	TOTAL	Sum of Insurance Value	from 1st June 2023	£ 1,787,837
		Sum of Insurance Value	from 1st June 2024	£2,854,050.16

On the policy schedule 2024/25 for Zurich				
	ON SCHEDULE FROM BROKERS	FROM ASSET REGISTER	DIFFERENCE	
Buildings including subsidence (unless otherwise specified)- Bowerhill Sports Field and Berryfield Village Hall	£1,942,500.00	£1,942,500.00	£0.00	
Briansfield Allotment shed	£7,607.25	£7,314.89	£292.36	
General Contents including office items & Pavilion contents	£37,802.10	£38,835.30	£-1,033.20	
Gates & Fences	£56,202.30	£56,202.06	£0.24	
Mowers & Machinery	£1,293.60	£1,362.82	£-69.22	
Other Surfaces	£33,004.65	£47,475.15	£-14,470.50	
Office Contents				Now in general contents
Outside Equipment	£3,963.75	£3,963.39	£0.36	
Playground Equipment	£493,164.00	£491,859.13	£1,304.87	
Sports Equipment	£53,034.45	£53,081.79	£-47.34	
Street Furniture	£238,647.15	£199,159.35	£39,487.80	
RAF Commemorative stone	£7,830.90	£7,831.65	£-0.75	
Artwork (specified risks)			£0.00	Under street furniture
Defibrillators			£0.00	Under street furniture no specific section under this policy.
Civic Regalia	£4,464.60	£4,464.27	£0.33	
	£2,879,514.75	£2,854,049.80	£25,464.95	

For info: Although, the new defibrillator for outside of Bowerhill Village Hall isn't on the asset register as this is up to 31st March 24, it has been included on the schedule for the insurance.

Marianne Rossi

From: Marianne Rossi
Sent: 09 May 2024 11:37
To: GBZ_ZT_Renewals Team
Cc: Teresa Strange
Subject: RE: Melksham Without Parish Council - YLL-2720873563

Hi Megan,

Many thanks for sending across the breakdown of costs, really helpful.

We have compared what we expect to be the insurance values for each heading from our register of assets to the schedule that you have provided. We appear to be around c£14k different on 'other surfaces' and around c£39k different on 'street furniture'. Please see the table below:

I have increased the value by 5% on the insurance we paid last year (as this appears to be the value that you have increased it by) for our assets and have, of course, included any new assets we have purchased during the year.

As the street furniture appears to be over insured by c£39k, if we reduced this down, how much cost reduction would there be on the insurance premium? We just wonder whether there would be any worth in us reducing this amount if there is a big cost savings. As there seems to be a big difference under the other surfaces heading we will of course need to increase this cover so presumably some of this could move from the street furniture heading to there?

On the policy schedule 2024/25 for Zurich			
	ON SCHEDULE FROM BROKERS	FROM ASSET REGISTER	DIFFERENCE
Buildings including subsidence (unless otherwise specified)- Bowerhill Sports Field and Berryfield Village Hall	£1,942,500.00	£1,942,500.00	£0.00
Briansfield Allotment shed	£7,607.25	£7,314.89	£292.36
General Contents including office items & Pavilion contents	£37,802.10	£38,835.30	-£1,033.20
Gates & Fences	£56,202.30	£56,202.06	£0.24
Mowers & Machinery	£1,293.60	£1,362.82	-£69.22
Other Surfaces	£33,004.65	£47,475.15	-£14,470.50
Office Contents			
Outside Equipment	£3,963.75	£3,963.39	£0.36
Playground Equipment	£493,164.00	£491,859.13	£1,304.87
Sports Equipment	£53,034.45	£53,081.79	-£47.34
Street Furniture	£238,647.15	£199,159.35	£39,487.80
War Memorials (RAF Commemororative stone)	£7,830.90	£7,831.65	-£0.75
Artwork (specified risks)			£0.00
Defibrillators			£0.00
Civic Regalia	£4,464.60	£4,464.27	£0.33
	£2,879,514.75	£2,854,049.80	£25,464.95

Many thanks

Kind Regards,
Marianne

Marianne Rossi
Finance and Amenities Officer
Melksham Without Parish Council

First Floor
Melksham Community Campus
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Melksham
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Want to keep in touch?

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From: GBZ_ZT_Renewals Team <renewals.team@uk.zurich.com>

Sent: 08 May 2024 11:11

To: Marianne Rossi <admin@melkshamwithout-pc.gov.uk>

Subject: RE: Melksham Without Parish Council - YLL-2720873563

Hi Marianne,

Thank you for your email.

The element of the renewal premium for Berryfield Village Hall is £394.36, and the Pavilion is £602.81.

If you have any questions, please get in touch. Have a lovely afternoon!

Many Thanks,

Megan

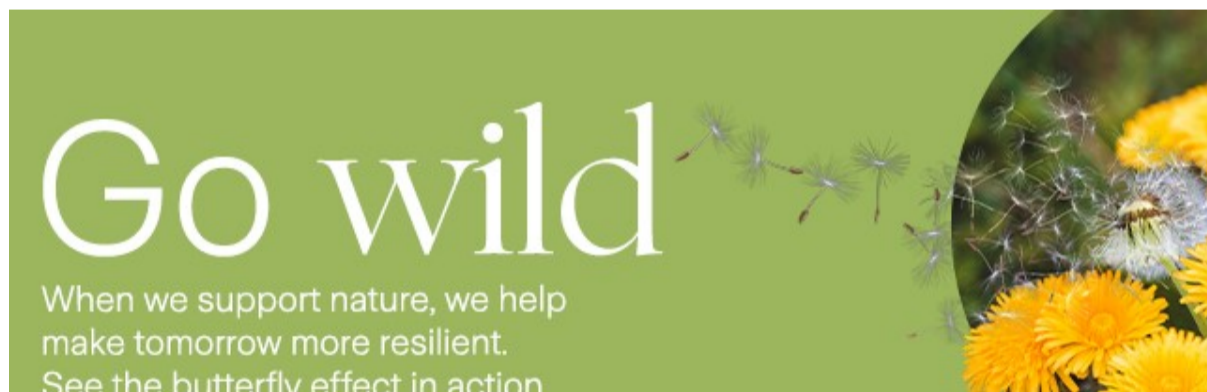
Megan Hopgood

Customer Account Executive

She/Her

☎ 0800 917 9531

✉ renewals.team@uk.zurich.com



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My work hours are Monday - Wednesday 08:30-17:30, Thursday 08:30-15:00, Friday 08:30-17:30

Confidential \ Personal Data

From: Marianne Rossi <admin@melkshamwithout-pc.gov.uk>

Sent: Thursday, May 2, 2024 5:10 PM

To: GBZ_ZT_Renewals Team <renewals.team@uk.zurich.com>

Cc: Teresa Strange <clerk@melkshamwithout-pc.gov.uk>

Subject: [EXTERNAL] RE: Melksham Without Parish Council - YLL-2720873563

Hi Megan,

Many thanks for coming back to me on my query, much appreciated.

Ms Marianne Rossi
Melksham Without Parish Council
1st Floor
Melksham Community Campus
Market Place
MELKSHAM
Wiltshire
SN12 6ES

Select for Local Councils Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720873563
Insured	Melksham Without Parish Council
Business	Parish / Town Council
Period of Insurance	
From	01 st June 2024
To	31 st May 2025
and any other period for which cover has been agreed.	
Renewal Premium	£ 4,535.87

Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.

Schedule Number	130278950
Long term agreement active until	01 st June 2026
Preparation Date	12 th April 2024
Prepared by	Mr Robert Brown
Policy Form Reference	MLAACG08

Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

Statement of Fact

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect:

- Your organisation has not had any third-party inspections with a grading of Inadequate, Requires Urgent Improvement, Weak or Unsatisfactory
- You have in place a written safeguarding policy and accompanying procedures that clearly set out the actions to take in response to child and vulnerable adult abuse
- You carry out safer recruitment and selection processes that include the seeking of appropriate criminal records checks, alongside a renewal and update process
- All employees and volunteers engaged in regulated activity and/or activity that brings them into contact with children or vulnerable adults receive safeguarding awareness training including refresher training
- You have one or more designated practitioners for safeguarding to support other practitioners in the organisation to recognise and respond to concerns about Abuse
- You retain employment records, safeguarding checks, safeguarding policies and procedures and safeguarding records for at least the prevailing regulatory best practice period.

If you provide services or activities to children, or adults who are in need of care and support and therefore may be unable to protect themselves against abuse or neglect, and you become non-compliant with any of the above statements, you must tell us, as it may affect your ability to claim under this policy.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

Lines of Cover applying

Part A – Material Damage

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Sums Insured

Premises Address	Buildings Sum Insured	Loss of Rent	Contents (a)	Contents (b)	Contents (c)	Contents (d)	Contents (e)	Contents (f)	Contents (g)
1. Bowerhill Sports Pavilion, Address, Sports Pavilion, Westinghouse Way, Bowerhill, Melksham, Wiltshire, SN12 6TL	£976,500.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. Berryfield Village Hall, Address, Berryfield Village Hall, Telford Drive, Melksham, Wiltshire, SN12 6GF	£966,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

For Premises: 1, 2

Insured Perils applicable to Material Damage: 1-16

Excesses Applicable to Premises 1 & 2

The following Excesses apply to each and every loss arising in respect of each and every separate premises:

Accidental Damage	£100
Theft	£100
Riot civil commotion and Malicious Persons	£250
Storm or Flood	£250
Escape of Water	£250
Falling Trees or Branches	£250
Subsidence	£1,000

Operative Endorsements: 1, 2, 3, 5, 6, 7, 8 & 9 (please refer to the Endorsement section of the policy wording)

Part B – Business Interruption

Premises Address	Additional Expenditure	Indemnity Period (Months)	Loss of Data	Indemnity Period (Months)	Loss of Gross Revenue	Indemnity Period (Months)
All Premises	£10,000	12	N/A		£10,000	12

For Premises: 1, 2

Insured Perils applicable to Business Interruption: 1-16

Operative Endorsements:

None

Part C – All Risks
Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Gates & Fences	£56,202.30	£250
Briansfield Shed	£7,607.25	£250
General & Pavilion Contents	£37,802.10	£250
Outside Equipment	£3,963.75	£250
Play Area Equipment	£493,164.00	£250
Sports Equipment	£53,034.45	£250
Street Furniture	£238,647.15	£250
Other Surfaces	£33,004.65	£250
Civic Regalia	£4,464.60	£250
RAF Commemorative Stone	£7,830.90	£250
Machinery	£1,293.60	£250

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (please refer to the Endorsement section of the policy wording)

Part D – Money

	Limit any one loss
1. Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other Money:	
(a) in transit in the custody of any Member or Employee or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any Member or Employee	£500
(c) in the premises	
(i) in the custody of or under the actual supervision of any Member or Employee	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£500

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) of the policy wording

Operative Endorsements:

1. In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.

Part E – Public Liability

Limit of Indemnity: £12,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

Clean Up Costs

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

Remediation

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

Enforcing Authority

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

Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

The **insurer** shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

Part F – Hirers' Liability

Limit of Indemnity: £2,000,000

Excess: £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements

None

Part G – Employers Liability

Limit of Indemnity: £10,000,000

Operative Endorsements:

None

Part H – Libel and Slander

Sum Insured

£250,000

Excess: 10% each and every claim or £1,000 whichever is the lower

Operative Endorsements

None

Part N – Fidelity Guarantee

Persons Guaranteed:
 All members and employees

Sum Guaranteed
 £1,000,000

Excess: £100 each and every loss

Operative Endorsements:

None

Part O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

Persons Insured:

Employees

Capital Sum		£100,000.00
Weekly Sum		£500.00
Cover	Sections 2 and 3 - Accident and Assault Cover	

Volunteers

Capital Sum		£100,000.00
Weekly Sum		£500.00
Cover	Sections 2 and 3 - Accident and Assault Cover	

Directors/Councillors

Capital Sum		£100,000.00
Weekly Sum		£500.00
Cover	Sections 2 and 3 - Accident and Assault Cover	

Key Personnel

Key Personnel	Parish Clerk Teresa Strange	
Capital Sum		£100,000.00
Weekly Sum		£500 for up to 10 weeks and £100 per week thereafter
Cover	Sections 2 and 3 - Accident and Assault Cover	

Operative Endorsements:

1) Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

2) Key Personnel endorsement

It is agreed that Section 2 and Section 3 will be extended to a 24hr basis for Key Personnel.

and

Section 4 - Exclusions is amended to read;

Section 4 - Exclusions

The **insurer** will not be liable to pay compensation in respect of death or disablement or provide indemnity for **damage** caused directly or indirectly by:

- a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease
- b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
- c) racing of any kind other than on foot
- d) air travel other than as a passenger in a licensed passenger carrying aircraft
- e) with effect from the 2004 renewal date the **insurer** will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.
- f) motor cycling, winter sports other than skiing or snowboarding in the United Kingdom or on a dry ski slope or within a snow dome, skating or curling, aerial pursuits including but not limited to ballooning, bungee jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending, jet skiing or white water rafting, mountaineering or rock climbing using guides or ropes, hiking, trekking or mountaineering above 3,000 metres, caving, and diving using external breathing apparatus

Part P – Legal Expenses

Section:

3. Employment Disputes and Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Not Operative
8. Statutory Licence Protection	Operative

Limit of Indemnity: £200,000

Operative Endorsements

None

General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time by calling 0800 917 9531 or emailing Customers.team@uk.zurich.com. Zurich may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

If you cancel your policy before the start date, you will be entitled to a full refund of premium. If you cancel within 14 days of the start date, you will be entitled to a full refund of premium, providing no claim has been made. After 14 days, if no claim has been made, we may offer a full or partial refund, depending on the time the policy was on risk and the circumstances at the time of the cancellation request. Please note, a cancellation charge of £50 may be applied.

3. Bonus and fee structure

Employees and businesses who carry out work for ZIC UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

Claims contact information

Although we'd all like to control the future, sometimes accidents are unavoidable. That's why we've made it as easy as possible to make a claim. More information can be found [here](#). Ready to make a claim? Please use the contact details below to ensure you're connected to the right team:

Type of Claim	Claims team	Claims contact details
Buildings, contents including 'All Risks' items	Property Claims	Online: https://propertyclaims.zurich.co.uk/index.html Tel: 0800 028 0336 Email: farnboroughpropertyclaims@uk.zurich.com Address: Zurich Municipal Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Business interruption		
Money		
Works in progress		
Public liability	Liability Claims	Online: https://liabilityclaims.zurich.co.uk/index.html Tel: 0800 783 0692 Email: fnlc@uk.zurich.com Address: Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB
Employers liability		
Personal assault under Money		
Personal accident		
Financial and administrative liability		
Motor Claims	Motor Claims	Online: https://motorclaims.zurich.co.uk/index.html Tel: 0800 916 8872 Email: zmnewmotorclaims@uk.zurich.com Address: Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel: 0117 934 2116

How to make a claim:

1. You can make a claim using the online portal, by email or phone using the contact details above.
2. A claim form may be sent for you to complete, or you may be asked to send details in writing.
3. If you have any questions, please call the relevant office for guidance.
4. For out of hours help/emergency property losses - please contact 0800 028 0336

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH
Registered in England and Wales | Company Number 103274 Website: www.das.co.uk
DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority
and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL
Registered in England and Wales | Company Number 5417859 Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

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

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Select for Local Councils

Policy document



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Data protection statement

Not applicable to parts J and P

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

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

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

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

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

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

Important notes

Not applicable to parts J, K and P

Fraud prevention and detection

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

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

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

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

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

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

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

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

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

Motor Insurance Database

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

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

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

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

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

Our complaints procedure

Not applicable to parts J and P

Our commitment to customer service

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

Who to contact in the first instance

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

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

Many complaints can be resolved within a few days of receipt

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

The following steps are not applicable to part K

Next steps if you are still unhappy

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

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

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

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

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

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

The Financial Services Compensation Scheme (FSCS)

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

Helpline Services

Risk Management Advice Line Call 0800 302 9052

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

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

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

DAS Helplines, Employment Manual and DAS Businesslaw

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

Meaning of words

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

Business

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

Insured

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

We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

Commercial Legal Advice – 0117 934 2116

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

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

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

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

Tax Advice – 0117 934 2116

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

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

Counselling service – 0117 934 2121

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

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

Employment Manual

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

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

DAS Businesslaw

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

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

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

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

How do I get started?

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

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

Data protection

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

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

Your Select for Local Councils policy

Applicable to the whole policy except Part K

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

This Policy and any Schedule, Endorsement and Certificate should be read as if they are one document.

We will insure **you** under those Parts stated in the Schedule during any Period of Insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this Policy, the Schedule or any Endorsement to this Policy.

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

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

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

Please read this Policy and any Schedule, Endorsement and Certificate carefully and contact **us** if they do not meet **your** needs.

Applicable to Part K

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

In this **contract**:

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

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

Law applicable to this contract

Not applicable to parts I, J and P

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

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

General Definitions (not applicable to Part K)

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

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

AVERAGE

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

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

BUILDINGS

the buildings at the **premises** including:

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

BUSINESS

the business specified in the Schedule including:

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

COMMUNICABLE DISEASE

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

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

COMPUTER EQUIPMENT

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

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

CONSEQUENTIAL LOSS

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

CONTENTS

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

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

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

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

contents excludes:

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

DAMAGE

material loss, destruction or damage.

DATA PROCESSING SYSTEM

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

DEFINED PERIL

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

DENIAL OF SERVICE ATTACK

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

EMPLOYEE

any person who is:

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

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

EXCESS

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

HACKING

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

INSURED

as specified in the Schedule to this Policy.

INSURER

in respect of:

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

MEMBER

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

MONEY

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

NUCLEAR INSTALLATION

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

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

NUCLEAR REACTOR

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

PREMISES

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

PROPERTY

material property.

TERRITORIAL LIMITS

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

TERRORISM

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

UNOCCUPIED

vacant empty untenanted or not in use.

VIRUS OR SIMILAR MECHANISM

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

VOLUNTEER

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

General Exclusions (not applicable to Part K)

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

1. Radiation

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

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

This Exclusion will not apply to injury to an **employee** insured under Part G except where the insured has undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such injury

2. War Risks or Government or Public Authority Order (not applicable to Part G)

any consequence (except so far as necessary to meet the requirements of the Road Traffic Acts) of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by the government or any public authority

3. Civil Commotion and Terrorism (not applicable to Parts J and K)

- a) in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) and not the Channel Islands nor the Isle of Man, loss, destruction, damage, cost or expense by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **terrorism** except to the extent stated in the Special Provision incorporated in this Policy
- b) in Northern Ireland loss, destruction, damage, cost or expense occasioned by or happening through or in consequence directly or indirectly of:
 - i) civil commotion
 - ii) **terrorism**

In any action, suit or other proceedings where the **insurer** alleges that by reason of this Exclusion any loss, destruction, damage, cost or expense is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such loss, destruction, damage, cost or expense is covered (or is covered beyond that limit of liability) will be upon the **insured**

4. Sonic Bangs

not applicable to part I

loss, destruction, damage, cost or expense by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

5. Communicable Diseases

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

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

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

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

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

6. Electronic Risks

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

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

General Conditions (not applicable to Part K)

1. Policy Interpretation

Each Part of this Policy is declared to be a separate contract but will be subject to the General Conditions, General Definitions and General Exclusions.

2. Compulsory Insurance

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

3. Reasonable Precautions

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

4. Fair Presentation of the Risk

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

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

5. Change in Circumstances

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

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

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

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

This Policy will come to an end immediately if the **insured's** organisation ceases to exist or if the **insured** dies where the **insured** is an individual except that the **insured's** executors or personal administrators will be entitled to benefit from any cover until the **insured's** estate has been administered.

6. Claims Procedures

a) Action by the insured

On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the **insured** will:

- i) as soon as possible give notice to the **insurer**
- ii) as soon as possible notify the Police in respect of any loss or **damage** caused by theft or malicious persons
- iii) immediately forward to the **insurer** any writ or summons issued against the **insured**
- iv) at the **insured's** own expense and within:
 - 1) 7 days of **damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - 2) 30 days of expiry of the Indemnity Period in respect of Part B
 - 3) 30 days in all other cases

supply full details of the claim in writing to the **insurer** together with any evidence and information that may be required by the **insurer** for the purpose of investigating or verifying the claim.

No settlement, admission or repudiation of liability, payment or promise of payment will be made without the written consent of the **insurer**.

b) Rights of the insurer

The **insurer** may take over in the name of and on behalf of the **insured** the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim for indemnity or damages and the **insured** will provide all information and assistance which the **insurer** may require. On the happening of **damage** to any **property** in respect of which a claim is made, the **insurer** and any person authorised by the **insurer** may, without incurring any liability or diminishing any of the **insurer's** rights under this Policy, enter, take or keep possession of the **premises** where such **damage** has occurred and take possession of or require to be delivered to the **insurer** any insured **property** and deal with such **property** in any reasonable manner. This Policy will be evidence of the **insurer's** licence so to act. No **property** may be abandoned to the **insurer** whether taken possession of by the **insurer** or not.

c) Subrogation

The **insurer** may take legal proceedings in the name of the **insured** (but at its own expense) for the purpose of exercising for its own benefit any right of recovery of the **insured** against any other party and this Condition will be evidence of the **insurer's** right so to do, whether before or after the **insured** has received an indemnity.

7. Other Insurances

Not applicable to parts J and P

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

8. Fraudulent Claims

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

- a) makes a fraudulent or exaggerated claim under this Policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this Policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or
- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this Policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this Policy

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

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

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

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

9. Reinstatement

The **insurer** at its option may indemnify the **insured** by payment, reinstatement, replacement or repair in respect of **damage** to any **property** or part thereof. If the **insurer** elects to reinstate or replace any **property** it will not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and will not in any case be bound to expend in respect of any one of the items insured under any Part more than the sum insured specified in the Schedule.

10. Long Term Agreement

(Applicable separately to each Part of this Policy unless otherwise stated in the Schedule).

In consideration of a discount being incorporated in the premiums on Parts of this Policy the **insured** undertakes to offer annually the insurance under each such Part on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums in advance, it being understood that:

- a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- c) Parts I, K and L only. Rates will be amended at each renewal date in line with the change in an index selected by the **insurer** during the period of 12 months which expires 3 months prior to the month of renewal.

The above mentioned undertaking applies to any policy (or Part) which may be issued by the **insurer** in substitution for this Policy (or Part) and the same discount will be incorporated in the premium on any substituted policy (or Part) issued by the **insurer**.

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

11. Premium Adjustment

If the premium for any Part of this Policy has been calculated on estimates furnished by the **insured**, the **insured** will within one month of the expiry of each Period of Insurance furnish to the **insurer** such particulars and information as the **insurer** may require. The premium for such period will then be adjusted and the difference paid by or allowed to the **insured** as the case may be, subject to the retention by the **insurer** of any amount described as a minimum premium.

12. Observance

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

13. Arbitration

Not applicable to parts J and P

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

14. Cancellation

The **insurer** may cancel this Policy or any Part thereof by giving 30 days notice in writing by recorded delivery to the **insured** at the **insured's** last known address. The **insured** will be entitled to a pro rata return of premium calculated from the date of cancellation.

15. Sanctions

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

Part A – Material Damage

Section 1 – Special Definitions

Damage

damage by any of the Insured Perils specified in the Schedule.

One Event

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

Reinstatement

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

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

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

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

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

Section 2 – Cover

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

- a)
 - i) in the whole the total Sum Insured
 - ii) in respect of any item its Sum Insured
 - iii) any other Limit of Liability specified in the Schedule

at the time of the Damage

b) the sum Insured (or Limit) remaining after deduction for any other Damage occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

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

Rent

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

Section 3 – Additional Covers

Contracting Purchaser's Interest

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

Temporary Removal

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

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

This Additional Cover does not apply to:

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

Section 4 – Special Conditions

Repairs and Alterations

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

Mortgagees, Freeholders and Lessors Clause

Any increase in the risk of Damage resulting from any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any of the **buildings** insured by this Part will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided such increase in risk is without their prior knowledge or authority and that the **insurer** is notified immediately they become aware of such increase in risk and they pay any additional premium required.

Part B – Business Interruption

Section 1 – Special Definitions

Annual Gross Revenue

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

Damage

damage by any of the Insured Perils specified in the Schedule.

Gross Revenue

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

Incident

accidental damage to **property** used by the **insured** at the **premises** for the purposes of the **business**.

Indemnity Period

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

Standard Gross Revenue

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

Notes:

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

Section 2 – Cover

In the event of an Incident during the Period of Insurance the **insurer** will pay to the **insured**:

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

Provided that:

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

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

- 1) in the whole the total Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability specified in the Schedule at the time of the Damage
- 2) the Sum Insured (or Limit) remaining after deduction for any other interruption or interference consequent upon Damage occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

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

Section 3 – Additional Cover

Automatic Reinstatement of Sum Insured

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

Section 4 – Special Conditions

Basis of Claims Settlement

The amount payable as indemnity will be:

a) **in respect of Additional Expenditure:**

- i) additional costs incurred in order effectively to continue administration and maintain services including the fitting out of temporary premises, costs of removal, hiring of vehicles plant and machinery and incidental expenses relating thereto
- ii) increased costs incurred for rent, rates taxes lighting heating cleaning and insurance due to the enforced occupation of temporary premises
- iii) legal clerical and other charges incurred in the replacement or restoration of deeds plans specifications documents books of account, card indices and other office records

less any sum saved during the Indemnity Period in the **insured's** normal expenditure which may have been effected in consequence of the Incident

- b) i) in respect of Loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of the Incident
- ii) in respect of Increase in Cost of Working: the additional expenditure incurred solely to avoid or diminish the reduction in Gross Revenue which but for the expenditure would have taken place during the Indemnity period in consequence of the incident, provided that such additional expenditure:
- 1) is necessarily and reasonably incurred
 - 2) does not exceed the amount of reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of charges and expenses of the **business** payable out of Gross Revenue which cease or are reduced in consequence of the Incident.

AVERAGE (Applicable to paragraph (b) above)

If the Sum Insured specified in the Schedule in respect of Gross Revenue is less than the Annual Gross Revenue (or a proportionately increased multiple where the Maximum Indemnity Period exceeds 12 months) the amount payable will be proportionately reduced.

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

Professional Accountants

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

Alternative Trading

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

Section 5 – Special Extensions

1. Public Utilities and Denial of Access

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

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

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

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

Provided always that:

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

2. Named Diseases, Murder, Suicide or Rape

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

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

Provided always that:

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

- 1) food or drink poisoning

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

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

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

- ii) For the purposes of this clause:

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

- 2) Maximum Indemnity Period will mean 3 months.

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

- iv) The **insurer** will not be liable under this clause for:
- 1) loss arising from restrictions on the use of the **premises** in consequence of an emergency prohibition notice or emergency prohibition order being served against the insured or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto
 - 2) any costs incurred in the cleaning, repair, replacement, recall or checking of **property**.
- v) The **insured** will comply with all issues identified as contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- vi) The **insured** will notify the **insurer** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against them or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any amendments or re-enactment thereto.
- vii) The **insurer** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident and then only for an amount not exceeding £100,000 any One Event and in the aggregate in any one period of insurance.
3. The insurance by this Part extends to include loss or **damage** to data or information on **computer equipment** not accompanied by visible and identifiable **damage** to the data carrying media. Limit £5,000 any one loss.
- Excluding loss or **damage** occasioned to data or information by defects in the data, information or other records or caused by a defect of design, material or workmanship in the **computer equipment** or any computer software.

Insured Perils

Applicable to Parts A and B

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

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

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

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

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

Special Condition

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

15. **Theft** involving:
 - a) forcible and violent entry to or exit from any building or part of any building at the **premises**
 - b) personal violence or threat of personal violence to any **employee**
 or any attempt at such theft, other than:
 - a) by any person lawfully in or on the **premises** or involving the **insured** or any **employee**
 - b) involving parting with title or possession of any **property** insured if induced to do so by fraud, trick or false pretence
 - c) of **money**, credit cards or securities of any description
 - d) from a vending machine unless other **property** at the **premises** suffers **damage** at the same time unless specifically mentioned as insured.

The **insurer** will also indemnify the **insured** for the cost of:

- i) repair of **damage** to the **buildings** caused by theft or attempted theft of the **property** insured where the **insured** is legally responsible for the cost of repairing such **damage**
- ii) external glazing and the cost of boarding up provided this is directly accompanied by theft or attempted theft of **property** insured

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

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

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

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

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

but this will not exclude:

- 1) such **damage** or **consequential loss** not otherwise excluded which itself results from any other accidental **damage**
- 2) subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

- d) **damage** or **consequential loss** caused by or consisting of:
 - i) subsidence, ground heave, or landslip
 - ii) normal settlement or bedding down of new structures
 - iii) acts of fraud or dishonesty
 - iv) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- e) **damage** to **buildings** or any structure caused by its own collapse or cracking
- f) **damage** or **consequential loss** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- g) **damage** to:
 - i) jewellery, precious metals, bullion, furs, curiosities, works of art or rare books
 - ii) property in transit
 - iii) glass, china, earthenware, marble or other fragile or brittle objects
 - iv) **money**, credit cards or securities of any description
- h) in respect of Part A unless specifically mentioned as insured, and in respect of Part B:
 - i) vehicles licensed for road use (including accessories on such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - ii) Land, roads, pavements, piers, jetties, bridges, culverts or excavation
 - iii) Livestock, growing crops or trees
 - iv) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection.

Part C – All Risks

Section 1 – Cover

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

- a)
 - i) in the whole the total Sum Insured
 - ii) in respect of any item its Sum Insured
 - iii) any other Limit of Liability specified in the Schedule at the time of the Damage
- b) the Sum Insured (or Limit) remaining after deduction for any other **damage** occurring during the same Period of Insurance, unless the **insurer** has agreed to reinstate any such Sum Insured (or Limit).

Section 2 – Exclusions

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

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

Section 3 – Special Condition

The sum insured by each item of this Part is declared to be separately subject to **average**.

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

Section 4 – Special Extension

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

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

Additional Covers

Applicable to Parts A and C

European Community and Public Authorities Clause

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

1. European Community Legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of:

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

excluding:

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

Special Conditions

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

Removal of Debris

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

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

the **property** insured following Damage.

The amount payable under each item will not exceed in total its Sum Insured.

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

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

Non-Invalidation

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

Professional Fees

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

Capital Additions

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

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

Drains and Gutters

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

The amount payable under each item will not exceed in total its Sum Insured.

Trace and Access

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

Underground Services

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

Automatic Reinstatement of Sum Insured

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

Adaptation (Energy Performance and Sustainable Buildings) Clause

This part includes:

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

Provided always that:

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

Bequeathed Property

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

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

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

Provided always that:

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

Damage to Reputation

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

Provided always that:

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

Fire Extinguishment Expenses

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

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

following Damage.

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

Groundsmens' Equipment

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

Provided always that:

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

Landscaped Gardens

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

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

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

Loss Minimisation and Prevention Expenditure

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

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

Provided always that:

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

Metered Water

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

Provided always that:

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

Special Conditions

Applicable to Parts A and C

Average

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

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

Fire Extinguishing Appliances

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

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

Designation

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

Other interests

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

Security Protections

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

Exclusions to Parts A, B and C

Applicable to Part A

Excesses

Each claim arising from the undernoted Insured Perils will be subject to an **excess** applying to each and every loss, each and every separate **premises**, the amount of which is specified in the Schedule.

- 4 Malicious Persons
- 7 Storm or Flood
- 8 Escape of Water or Beer
- 11 Falling Trees
- 14 Subsidence, Ground Heave or Landslip
- 15 Theft
- 16 Accidental Damage

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

- a) **damage** to any **property** more specifically insured by or on behalf of the **insured**
- b) consequential loss of any kind other than loss of rent if insured.

Applicable to Part B

The **insurer** will not be liable for loss, cost or expense arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software:

- a) whilst mounted in or on any machine or data-processing apparatus
- b) due to the presence of a magnetic flux
- c) caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
- d) caused otherwise unless resulting from Damage.

Applicable to Parts A and B

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

- a) loss, destruction, damage, cost or expense caused by or resulting from pollution or contamination but this will not exclude **damage** or **consequential loss** not otherwise excluded caused by:
 - i) pollution or contamination which itself results from Damage
 - ii) Damage which itself results from pollution or contamination
- b) loss, destruction, or damage to any **property** or any loss, cost or expense arising from riot or civil commotion unless these Perils are specified and then only to the extent stated.

Applicable to Part C

The **insurer** will not be liable for an **excess** the amount of which is specified in the Schedule. Unless otherwise stated the **excess** will apply to each and every loss.

Applicable to Parts A, B and C

1. The **insurer** will not be liable for loss, destruction, damage, cost or expense directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
 - a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not but in respect of **damage** or **consequential loss** insured by Parts A and B this **general exclusion** will apply only to insured Peril 16 (if insured) and in respect of Insured Peril 16 will not exclude subsequent **damage** or **consequential loss** not otherwise excluded which results from a Defined Peril

This exclusion does not apply to **damage** caused by **theft** as defined under Peril 15 in the Insured Perils section.

2a. Exclusion in respect of terrorism

This Policy does not cover loss, destruction, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

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

In any action or suit or other proceedings where the **insurer** alleges that by reason of this Exclusion cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**

2b. Northern Ireland Exclusion

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

Endorsements

Applicable only where specified in the Schedule.

1. Reinstatement

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

Special Conditions

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

2. Index-linking

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

3. Unoccupied Buildings

- a) The **insured** undertake in respect of **unoccupied buildings**
 - i) to notify the **insurer** immediately they become aware that any **buildings** or portion thereof is **unoccupied** or any **unoccupied buildings** or portion thereof becomes tenanted
 - ii) that all mains services will be turned off (except electricity supply to maintain any fire or intruder alarm system)
 - iii) that the water system be completely drained or, during the period 1 October to 1 April each year any central heating system may be kept working at a minimum temperature of 5 degrees C. (additionally, where sprinkler systems are installed it may be necessary to maintain water supplies. In these circumstances heating must be maintained at a minimum temperature of 5 degrees C)
 - iv) to arrange the inspection of the **buildings** internally and externally by an authorised representative, removing waste where necessary. Frequency to be notified in writing by the **insurer**
 - v) to seal up all letter boxes and take steps to prevent accumulations of mail
 - vi) to secure the **buildings** against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.

4. Day one basis (non-adjustable)

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

Special Definition

Declared Value

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

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

Declaration Conditions

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

5. Automatic fire alarm installations

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

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

6. Portable Heating

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

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

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

- i) at least 1 metre clear of any combustible material
 - ii) where they cannot be accidentally knocked over
- and in addition in respect of paragraph b):
- iii) away from draughts
 - iv) provided with an independent non-combustible guard.

7. Electrical

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

8. Basement storage

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

9. Fire break doors and shutters

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

Part D – Money

Section 1 – Special Definitions

Assault

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

Non-Negotiable Money

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

Person Insured

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

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

Section 2 – Cover

The **insurer** will pay to the **insured** in the event of loss of **money** from any cause which is not excluded arising during the Period of Insurance, the amount of such loss not exceeding the Limits specified in the Schedule.

Section 3 – Additional Cover

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

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

Section 4 – Exclusions

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

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

Section 5 – Special Conditions

Accompaniment

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

Amount Carried	Minimum Number of Persons
Up to £2,500	One
Over £2,500 and up to £5,000	Two
Over £5,000 and up to £10,000	Three

cover for amounts over £10,000 is only applicable if specified in the Schedule.

Condition Precedent

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

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

Part E – Public Liability

Section 1 – Special Definitions

Abuse

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

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

Abuse Event

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

Data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Financial Loss

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

Geographical Limits

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

Injury

bodily injury including death, illness and disease.

Pollution or Contamination

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

Products

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

Section 2 – Cover

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

- a) accidental Injury to any person (other than an **employee** if such Injury arises out of and in the course of employment by the **insured**)
- b) accidental **damage** to **property**:
 - i) not belonging to nor in the custody or control of the **insured**
 - ii) not in the custody or control of an **employee**
- c) accidental **damage** to **property** in the custody or control of the **insured** or any **employee** being:
 - i) personal effects including motor vehicles and their contents belonging to any **member**, **employee** or visitor
 - ii) buildings including their contents which are not owned, leased, hired or rented by the **insured**

- d) accidental **damage** to buildings and their contents including fixtures and fittings which are leased, hired or rented by the **insured** but excluding:
 - i) liability assumed by the **insured** under a tenancy or other agreement which would not have attached in the absence of such agreement
 - ii) the first £100 of each claim for **damage** unless caused by fire or explosion

occurring within the Geographical Limits during the Period of Insurance arising out of the **business**.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- i) in defending any claim for damages
- ii) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Part.

Section 3 – Financial Loss

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses for Financial Loss arising as a result of a negligent and accidental act, error or omission committed, or alleged to have been committed, within the Geographical Limits, by an **employee, member or volunteer** in, or about, or in consequence of, their duties (meaning activities approved by the **insured** where the **insured** is legally entitled to approve such activities) arising out of the **business** occurring during the Period of Insurance.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- a) in defending any claim for damages
- b) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Section.

Exceptions

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

- a) caused by the failure of the **insured** to fulfil its obligations under any contract entered into with the claimant
- b) arising from Products
- c) arising from libel, slander, defamation, malicious falsehood or injurious falsehood
- d) arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

Section 4 – Indemnity to the Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**
- c) any **volunteer**
- d) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- e) any officer or member of the **insured's** catering, social, sports and welfare organisations

provided that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- ii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source
 - 2) was, at the time of the incident giving rise to the claim, acting within the scope of their authority
 - 3) will be subject to the terms and conditions of this Part insofar as they can apply
- iii) the **insurer** has the sole conduct and control of any claim
- iv) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act in respect of Section 3.

Section 5 – Health and Safety at Work, etc. Act 1974

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in defending any prosecution including an appeal against a conviction resulting from a prosecution brought under sections 2 to 8 (inclusive) of the Health and Safety at Work, etc. Act 1974 or any subsequent legislation in addition thereto or in substitution therefor relating to the health, safety and welfare of persons other than **employees** provided that:

- a) the prosecution relates to a matter that involves Injury which is or may be the subject of indemnity under this Part
- b) no indemnity is otherwise available.

Section 6 – Consumer Protection Act 1987

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in connection with any criminal proceedings brought in respect of a breach or alleged breach of Part II of the Consumer Protection Act 1987 provided that:

- a) the alleged offence was committed during the Period of Insurance
- b) no indemnity is otherwise available
- c) the alleged offence was accidental in origin
- d) the proceedings relate to a matter that involves Injury or **damage** to **property** which is or may be the subject of indemnity under this Part.

Section 7 – Overseas Personal Liability

The **insurer** will indemnify the **insured** and if the **insured** so requests any **member** or **employee** (and any member of their families accompanying them) normally resident within the **territorial limits** in respect of liability incurred by such persons in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business** provided that the indemnity will not apply to liability:

- a) which attaches because of a contract or agreement and which would not otherwise have attached
- b) arising from any employment, business, profession or trade
- c) arising from the ownership, occupation, possession or use of land, buildings, motor vehicles, caravans, watercraft or aircraft.

Section 8 – Defective Premises Act 1972

The **insurer** will indemnify the **insured** in respect of liability incurred under Section 3 of the Defective Premises Act 1972 arising from Injury or **damage** occurring within 7 years from the cancellation or expiry of this Part provided that:

- a) the **insurer** will not be liable for the cost of remedying any defect or alleged defect in any premises
- b) the **insured** is not entitled to indemnity under any other policy.

Section 9 – Contingent Motor Liability

Notwithstanding Exclusion 9 the **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses arising out of the use of any motor vehicle not owned or provided by the **insured** while being used with the permission of the **insured** in connection with the **business** by any **member** or **employee** other than:

- a) in respect of **damage** to the vehicle or its contents
- b) where indemnity is available under any other policy.

It is a condition that before the **insured** gives permission to any person to use a vehicle for the **business** the **insured** will take all reasonable steps to ensure that there is in force a separate policy of motor insurance giving similar indemnity and including indemnity to the **insured** in respect of liability arising from the use of such vehicle in connection with the **business**.

Section 10 – Compensation for Court Appearance

The **insurer** will pay the **insured** the following daily rates for the attendance of any **member** or **employee** at Court as a witness at the **insurer's** request in connection with a claim under this Part:

- a) any **director** £250
- b) any **employee** £100

Section 11 – Data Protection

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

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

Provided always that:

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

Section 12 – Heat Precautions

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

- a) All movable combustible materials are removed from the vicinity of the work.
- b) Suitable portable fire extinguishing appliances are kept ready for immediate use as near as practicable to the scene of the work and that **employees** are trained in their use.
- c) Before heat is applied to any wall or partition or to any material built into or passing through the wall or partition an inspection will be made by a responsible person to make sure that there are not combustible materials which may be ignited by direct or conducted heat.
- d) Such equipment is lit or operating for a short a time as possible before use and is extinguished immediately after use and is not left unattended whilst lit or operating.
- e) Blow lamps are filled and gas canisters are changed in the open.
- f) A fire safety check is made in the vicinity of the work on completion of each period of work and again after 30 minutes.
- g) Fixed combustible materials in the area in which welding or flame cutting equipment is used will be protected by overlapping sheets or screens of non-combustible material.

Section 13 – Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

- a) the **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will be under no liability for:
 - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge

- ii) fines or penalties of any kind
- iii) the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
- iv) where indemnity for defence costs is available from any other source or is provided under any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the **insurer** have already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the **insurer's** liability payable under this clause.

Section 14 – Legionella

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

Provided always that:

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

Special exclusion 8 will not apply to this clause.

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

Section 15 – Exclusions

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

1. Products Liability under Contract

any liability for Injury of **damage** caused by Products which attaches solely because of a contract or agreement

2. Liquidated or Punitive Damages

any amount in respect of:

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

3. Vessels and Craft

Injury, **damage** or Financial Loss arising out of the use of or caused by any vessel or craft designed to travel in, on or through water, air or space other than waterborne vessels under 5 metres in length

4. Airports

Injury, **damage** or Financial Loss arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**

5. Aircraft Products

Injury or **damage** caused by Products which have been knowingly supplied by the **insured** for installation in an aircraft and are directly concerned with the safety of such aircraft

6. Defective Work and Damage to Products

- a) the cost of rectifying defective work carried out by or on behalf of the **insured**
- b) the cost of recalling, removing, repairing, replacing or making any refund on the price of any Products or **damage** to the Products themselves

7. Damage to Property

- a) **damage** to that part of any **property** which was caused by faulty workmanship prior to the sale or transfer of the **property** to some other party
- b) losses consequent upon **damage to property** designed by the **insured** or on the **insured's** behalf and subsequently sold or transferred to some other party

8. Professional Liability, Errors and Omissions

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

9. Motor

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

Provided the **insured** is not entitled to indemnity under any other policy or any other Part of this Policy this Exclusion will not apply to:

- a) use of any mechanically propelled vehicle which is confined to the **premises**
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from that vehicle
- c) the use of any item of plant in circumstances for which the Road Traffic Acts would not require compulsory insurance or security where such liability arises solely out of its use as a tool of trade

10. Pollution or Contamination

Injury, **damage** or Financial Loss when such Injury, **damage** or Financial Loss arises directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The **insurer's** total liability for all Pollution or Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity

11. Courts Jurisdiction

Any claim made or brought:

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

12. Date Recognition

Injury, **damage** or Financial Loss or costs and expenses or any amounts payable under Sections 6 and 11 of this Part directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether such **data processing system** is the property of the **insured** or not

13. Asbestos

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

14. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

This exclusion is not applicable to the indemnity provided by Part E Section 11 – Data Protection.

Section 16 – Special Provisions

Limit of Indemnity

The Limit of Indemnity specified in the Schedule is the **insurer's** monetary limit in respect of the insurance provided by this Part (other than any Limit otherwise specified) and applies to any one claim or series of claims arising from any one cause except for claims caused by Products where the Limit of Indemnity specified applies in the aggregate in any one Period of Insurance.

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

Insurer's Rights

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

Terrorism

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

Abuse

All claims arising from an Abuse Event:

- a) constitute one claim; and
- b) will be deemed to have occurred on the date the first claim was made in writing against the **insured**; and
- c) will be subject to the **excess** stated in the schedule. Such **excess** will be deemed to apply per Abuse Event.

Part F – Hirers Liability

Section 1 – Special Definitions

Agreement

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

Data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Hirer

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

Injury

bodily injury including death, illness and disease.

Pollution or Contamination

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

Section 2 – Cover

The **insurer** will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:

- a) accidental Injury to any person (other than an employee of the Hirer if such Injury arises out of and in the course of employment by the Hirer)
- b) accidental **damage** to the **premises** or the contents of the **premises** subject to the liability of the **insurer** not exceeding £1,000,000 any one claim in respect of legal liability which attaches to the Hirer solely by reason of the Agreement that would not have attached in the absence of such Agreement
- c) accidental **damage** to other **property** not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service

occurring during the Period of Insurance arising out of the activities of the Hirer at the **premises**.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- i) in defending any claim for damages
- ii) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under this Part.

Section 3 – Exclusions

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

1. Products Liability

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

2. Liquidated or Punitive Damages

any amount in respect of:

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

3. Vessels and Craft

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

4. Defective Work and damage to Products

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

5. Professional Liability, Errors and Omissions

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

6. Motor

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

7. Pollution or Contamination

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

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

The **insurer's** total liability for all Pollution and Contamination claims arising, or treated by the **insurer** as arising, directly or indirectly from incidents during any one Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity

8. Political or Business Use

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

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

9. Excess

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

10. Courts Jurisdiction

any claim made or brought:

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

11. Date Recognition

Injury or **damage** directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether such **data processing system** is the property of the **insured** or not

12. Asbestos

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

13. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

Section 4 – Special Provisions

Limit of Indemnity

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

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

Insurer's Rights

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

Terrorism

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

Part G – Employers Liability

Section 1 – Special Definitions

Geographical Limits

- a) the **territorial limits**
- b) elsewhere in the world in connection with temporary visits by **employees** not engaging in manual work and normally resident in and travelling from the **territorial limits**.

Injury

bodily injury including death, illness and disease.

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of all sums which the **insured** may become legally liable to pay as damages and claimants' costs and expenses in respect of Injury caused during the Period of Insurance to any **employee** arising out of and in the course of employment by the **insured** in the **business** within the Geographical Limits.

In addition the **insurer** will pay all costs and expenses incurred with its written consent:

- a) in defending any claim for damages
- b) for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction in respect of any occurrence
- c) in defending any proceedings in respect of any act or omission or alleged breach of statutory regulations causing or relating to any event

which may be the subject of indemnity under this Part.

Section 3 – Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**
- c) any **volunteer**
- d) any principal for whom the **insured** is or has been carrying out work but only to the extent required by the contract for the work
- e) any officer or member of the **insured's** catering, social, sports or welfare organisations

provided that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- ii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source
 - 2) was, at the time of the incident giving rise to the claim, acting within the scope of their authority
 - 3) will be subject to the terms and conditions of this Part insofar as they can apply
- iii) the **insurer** has the sole conduct and control of any claim.

Section 4 – Health and Safety at Work, etc. Act 1974

The **insurer** will indemnify the **insured** (and any **member** or **employee** if the **insured** so requests) against legal costs and expenses incurred with the **insurer's** written consent in defending any prosecution including an appeal against a conviction resulting from a prosecution brought under Sections 2 to 8 (inclusive) of the Health and Safety at Work, etc. Act 1974 or any subsequent legislation in addition thereto or in substitution therefor relating to the health, safety and welfare of **employees** provided that:

- a) the prosecution relates to a matter that involves Injury which is or may be the subject of indemnity under this Part
- b) no indemnity is otherwise available
- c) the **insurer** will provide no indemnity in respect of any fines or penalties.

Section 5 – Unsatisfied Court Judgments

The **insurer** will pay to any **employee** (or their personal representative) at the **insured's** request the amount of damages and awarded costs remaining unsatisfied 6 months after the date judgment was obtained against another party domiciled in the **territorial limits** for Injury to that **employee** occurring during the Period of Insurance and arising out of and in the course of the **employee's** engagement by the **insured** in the **business** provided that:

- a) there is no appeal pending
- b) the **employee** (or their personal representative) assigns the judgment to the **insurer**
- c) the **insurer** will not be liable for judgments obtained in any Court situated outside the **territorial limits**.

Section 6 – Corporate Manslaughter and Corporate Homicide Act 2007

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

Provided always that:

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

Section 7 – Exclusions

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

1. Offshore Exposures

any Injury caused in connection with any work carried out offshore.

For the purpose of this Exclusion an **employee** will be deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore rig or an offshore platform. An **employee** will continue to be deemed to be 'offshore' until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform

2. Passengers in Motor Vehicles

any Injury caused to any passenger travelling in or on or mounting or dismounting from any mechanically propelled vehicle or attached trailer the property of or in the custody or control of the **insured** whilst such vehicle or trailer is being used by or on behalf of the **insured** in connection with the **business** on a road as described in the Road Traffic Acts.

For the purpose of this Exclusion passenger will not include the driver or person in charge of the vehicle for the purposes of driving.

Section 8 – Special Provisions

Compulsory Insurance

The indemnity provided by this Part is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, but the **insured** will repay to the **insurer** all sums paid by the **insurer** which the **insurer** would not have been liable to pay but for the provision of such law.

Limit of Indemnity

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

Insurer's Rights

The **insurer** may at any time pay:

- a) any Limit of Indemnity (after deduction of any sum or sums already paid); or
- b) any lower amount for which any claim or claims can be settled including costs and expenses incurred with the **insurer's** written consent prior to the date of such payment

and then relinquish the conduct and control and be under no further liability in respect of the claim.

Terrorism

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

Part H – Libel and Slander

Section 1 – Cover

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

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

for which a claim is first made against the **insured** and notified to the **insurer** during the Period of Insurance or within 12 months of this Part ceasing to operate provided that:

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

In addition the **insurer** will pay all costs and expenses incurred with its written consent in the defence or compromise of any proceedings for libel or slander as stated above begun or threatened against the **insured** and will also pay any costs awarded against the **insured** in any such proceedings.

Provided that the liability of the **insurer** (including costs and expenses) will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in respect of:

- 1) all claims made during any one Period of Insurance; and
- 2) all damages, costs and expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same Period of Insurance or not.

Section 2 – Indemnity to Other Persons

The **insurer** will also indemnify under the terms of this Part at the **insured's** request:

- a) any **employee**
- b) any **member**

provided that:

- i) the **insured** would have been entitled to indemnity had the claim been made against the **insured**
- ii) the total liability of the **insurer** will not be increased beyond the Limit of Indemnity
- iii) any person claiming indemnity:
 - 1) is not entitled to indemnity from any other source
 - 2) will be subject to the terms and conditions of this Part insofar as they can apply
- iv) the **insurer** has the sole conduct and control of any claim.

Section 3 – Exclusions

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

1. Punitive or Exemplary Damages

any amount in respect of punitive or exemplary damages

2. Courts Jurisdiction

any claim made or brought:

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

3. Malicious Falsehood or Injurious Falsehood

losses arising from malicious falsehood or injurious falsehood

4. Excess

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

Section 4 – Special Provisions

Insurer's Rights

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

Claims Notification

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

Part I – Motor Vehicles

Section 1 – Special Definitions

Accessories

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

Child Seat

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

The Insured Vehicle

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

- a) Motor Car
- b) Motor Cycle
- c) Commercial Vehicle
- d) Special Type

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

Commercial Vehicle

any motor vehicle that is not a Motor Car, Motor Cycle or Special Type.

Electric Vehicle

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

Motor Car

any private car estate car utility car or passenger carrying vehicle with not more than 16 passenger seats.

Motor Cycle

any motor cycle, motor cycle and sidecar or moped.

Pollution or Contamination

all pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Special Type

any agricultural vehicle or item of mechanically propelled plant.

Windscreen

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

Section 2 – Third Party Liability

- a) If death or bodily injury or **damage to property** is caused by or arises out of the use of or in connection with the loading or unloading of The Insured Vehicle or an attached trailer the **insurer** will indemnify:
- i) the **insured**
 - ii) any person permitted by the **insured** to drive The Insured Vehicle provided such person holds a licence to drive The Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law
 - iii) any person (other than the driver) permitted by the **insured** to use The Insured Vehicle for social domestic or pleasure purposes
 - iv) at the request of the **insured** any person being carried in or upon or entering or alighting from The Insured Vehicle
 - v) the legal representatives of any person who would be or have been entitled to indemnity under this Section in respect of their legal liability for such death or bodily injury or **damage to property** and will in addition pay:
 - 1) solicitors' fees for representation at any coroner's magistrates' or similar court in respect of any act which may be the subject of indemnity under this Section
 - 2) costs for the defence of the **insured** or at the request of the **insured** any person entitled to drive The Insured Vehicle against a charge of manslaughter or of causing death by reckless driving provided the accident gives rise to a valid claim under this Section
 - 3) other legal costs and expenses incurred with the **insurer's** written consent.
- b) In respect of any event which may be the subject of indemnity under this Section the **insurer** will pay legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.
- Provided always that:
- i) the insurer's liability under this clause will not exceed £5,000,000 in any one Period of Insurance
 - ii) this clause will only apply to proceedings brought in the **territorial limits**
 - iii) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
 - iv) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
 - v) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
 - vi) the **insurer** will be under no liability:
 - 1) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - 2) in respect of fines or penalties of any kind
 - 3) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.
- c) The **insurer** will indemnify the **insured** and any other person indemnified by Clause a) of Section 2 – Third Party Liability when liability is caused by or arises out of the charging of an Electric Vehicle irrespective of whether compulsory motor insurance legislation operative within the geographical limits defined in Section 18 of this policy applies or not.
- d) In respect of legal liability for **damage to property** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** the **insurer** will indemnify the **insured**

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 in respect of any one claim or the minimum amount required by the compulsory motor insurance legislation in the country in which the incident occurs whichever is the greater
- b) this clause will only apply to proceedings brought in the geographical limits as defined in Section 18 of this part.

Exceptions

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

- a) death or bodily injury to any person arising out of or in the course of that persons employment by the person claiming indemnity if insurance cover in respect of liability for such death or bodily injury is provided as a requirement of any compulsory employers liability legislation within the geographical limits as detailed in Section 18
- b) **damage to property** owned by or held in trust by or in the custody or control of the **insured** or any other person claiming to be indemnified under this Section or being conveyed by The Insured Vehicle
- c) any amount in excess of that specified in the Schedule as the Limit for **damage to property** in respect of any one claim or number of claims arising out of one cause
- d) death or bodily injury or **damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - i) the bringing of the load to The Insured Vehicle for loading; or
 - ii) the taking away of the load from The Insured Vehicle after unloadingby any person other than the driver or attendant(s) of The Insured Vehicle
- e) death or bodily injury caused to any person or **damage to property** arising from the use of any item of mechanically propelled plant or attachment of The Insured Vehicle whilst operating as a tool of trade other than in accordance with the requirements any compulsory motor insurance legislation operative within the geographical limits as detailed in Section 18
- f) death or bodily injury caused to any person or **damage to property** in respect of any claim which arises directly or indirectly out of Pollution or Contamination unless such Pollution or Contamination arises as a result of a sudden identifiable unintended and unexpected incident which takes place in its entirety at the specific time and place during the Period of Insurance other than in accordance with the requirements any compulsory motor insurance legislation operative within the geographical limits as detailed in Section 18. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- g) legal liability directly or indirectly caused by or contributed to by or arising from the The Insured Vehicle while in or on that part of any aerodrome, airfield, airport or military installation provided for:
 - i) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
 - ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
- h) death or bodily injury to any person arising directly or indirectly from **terrorism** other than to meet the requirements of the compulsory motor insurance legislation in the country in which the incident occurs.

Section 3 – Indemnity to Owner

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

Section 4 – Cross Liabilities

In respect of claims under Section 2 each **insured** named in the Schedule will be deemed to be a third party to the other.

Section 5 – Indemnity to Principals

The indemnity provided by Section 2 will extend to indemnify any principal of the **insured** in respect of liability at law arising out of the use of The Insured Vehicle in connection with any contract entered into between the **insured** and such principal provided always that:

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

Section 6 – Movement of Third Party Vehicles

The indemnity provided by Section 2 will apply to any accident caused by or arising from:

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

For the purposes of this Section the words “or in the custody or control of” in Section 2 Exception (b) will not apply to such third party vehicles.

Section 7 – Contingent Liability

The indemnity provided by Section 2 will apply in respect of all sums which the **insured** may become legally liable to pay as damages and claimants’ costs and expenses arising out of the use of any motor vehicle not owned or provided by the **insured** while being used with the permission of the **insured** in connection with the **business**.

Provided always that:

- a) such motor vehicle is not the **insured’s** property or held by the **insured** under a hire purchase agreement or hired or leased by the **insured**
- b) the **insured** has taken all reasonable steps to ensure that there is in force in respect of such motor vehicle an insurance that is valid for such use
- c) if any claim covered by this Section is covered by any other insurance then notwithstanding General Condition 7 the **insurer** will not be liable to make any contribution to such claim
- d) motor vehicle does not include any vehicle registered outside of the **territorial limits**.

Section 8 – Towing Disabled Vehicles

If The Insured Vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle the **insurer** will indemnify the **insured** in the terms of Section 2 in respect of liability in connection with the towed vehicle provided that:

- a) such vehicle is not towed for reward
- b) the **insurer** will not be liable by reason of this Section in respect of **damage** to the towed vehicle or **property** being conveyed by such vehicle.

Section 9 – Damage to Vehicle – By Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to The Insured Vehicle or its Accessories caused by fire or theft or attempted theft.

Section 10 – Damage to Vehicle – Other than by Fire or Theft

The **insurer** will indemnify the **insured** in respect of **damage** to The Insured Vehicle or its Accessories other than as described in Section 9.

Exceptions to Sections 9 and 10

The **insurer** will not be liable in respect of:

- a) depreciation wear and tear mechanical electrical electronic computer and computer software breakdowns or failures or faults or breakages
- b) diminution in the value of The Insured Vehicle
- c) loss of use
- d) Section 10 – **damage** to tyres by application of brakes or by punctures cuts or bursts.
- e) **damage** caused by deception.
- f) **damage** to The Insured Vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds

Provisions to Sections 9 and 10

1. New for Old

New for Old

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

- a) damaged to the extent that the costs of repair would exceed 50% of the manufacturer's recommended retail price plus taxes; or
- b) lost by theft and not recovered the **insurer** will replace it with a new vehicle of the same manufacturer and of the same or like type provided always that:
 - i) the **insured** requests it; and
 - ii) any other interested party known to the **insurer** consents; and
 - iii) such a replacement is available.

2. Theft or Loss of Keys

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

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

Provided that:

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

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

3. Child Seat Replacement

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

4. Hotel, Restaurant or Similar Organisation

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

5. Incorrect Fuelling

The **insurer** will indemnify the **insured** for the costs of draining and cleansing the fuel tank of The Insured Vehicle as a consequence of accidental filling of the fuel tank with the incorrect fuel for the type of engine. Any such payment will not be subject to any **excess** which would otherwise be payable.

6. Emergency Hotel and Travel Expenses

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

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

Cover will only apply:

- i) if The Insured Vehicle is immobilised as a result of **damage** or loss
- ii) if The Insured Vehicle is lost as a result of theft covered under Section 9
- iii) where the **damage** or loss necessitates an unplanned overnight stop.

7. Battery Coverage (Leased or Hired)

If **damage** to an Electric Vehicle gives rise to a valid claim under Sections 9 and 10 any payment may, at the **insurer's** discretion, be made to the owner of the Electric Vehicle's battery, or batteries, if the battery is leased or hired.

8. Battery Cover

The **insurer** will indemnify the **insured** in the event of **damage** to an Electric Vehicle's battery, regardless of whether any **damage** has occurred to the Electric Vehicle itself. This includes **damage** to the battery as a result of a power surge whilst charging but excludes **damage** caused by construction or material defects on the part of the manufacturer.

Section 11 – Age and Inexperienced Driver Excess

In the event of **damage** to The Insured Vehicle (as detailed in Section 10) whilst being driven by or in charge of any persons who is:

- a) under 25 years of age
- b) age 25 years or over and:
 - i) holds a provisional licence
 - ii) has held a licence other than a provisional licence for less than 12 months

the **insured** will be responsible for the **excess** as specified in the Schedule.

Section 12 – Repairs/Spare Parts

Following a claim under Sections 9 or 10 the **insurer** will:

- a) pay the reasonable cost of removal to the nearest competent repairer and delivery to the **insured** when repairs have been completed
- b) at its discretion repair or replace The Insured Vehicle or its accessory or make a cash settlement not exceeding the market value of The Insured Vehicle or its accessory at the time of the **damage**
- c) not be liable for a greater sum than the makers' last list price in the United Kingdom for the supply of any spare part and at the **insurer's** discretion a cash settlement on this basis may be made if a spare part cannot be obtained. If the supply of any spare part is delayed or repair is postponed and the **insured** uses the vehicle in a damaged condition the **insurer** will not be liable for the cost of any further **damage** so caused.

Repairs may be commenced if a completed claim form and detailed estimate are sent to the **insurer** on the day instructions are given. Where instructions to repair The Insured Vehicle are given by the **insured** any damaged part which has been replaced should be retained for a period of 10 days following completion of the repairs.

Section 13 – Personal Effects

The **insurer** will indemnify the **insured** or at the request of the **insured** any other person in respect of **damage** to personal effects (other than money) whilst in or on The Insured Vehicle resulting from fire theft attempted theft or accidental means provided that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- b) the **insurer** may at its option repair replace or pay in cash the current market value of any such personal effects
- c) receipt by the person indemnified will constitute a discharge in respect of any claim under this Section.

Section 14 – Medical Expenses

The **insurer** will at the request of the **insured** pay the cost of medical expenses in respect of any person who sustains bodily injury while in The Insured Vehicle caused by accidental means in connection with the use of The Insured Vehicle.

The **insurer's** total liability under this section is:

- a) the amount stated in the Schedule in respect of each person for any one accident in Great Britain or Northern Ireland
- b) £5,000 in respect of any accident in the European Union provided that:
 - i) all occupants of the The Insured Vehicle are residents of the United Kingdom
 - ii) the **insurer** will not be liable for the cost of medical expenses covered by a separate insurance policy with the **insurer**.

Section 15 – Hiring Agreements

If to the knowledge of the **insurer** The Insured Vehicle is the subject of any contract or hire purchase agreement all settlements made in cash under Sections 9 and 10 will be to the owner whose receipt will constitute a discharge.

Section 16 – Trailers

The indemnity provided by Section 2 and Sections 9 and 10 if operative will apply in respect of any trailer the property of or in the custody or control of the **insured** provided that:

- a) for the purpose of Section 2 Exception (b) The Insured Vehicle and any attached trailer will together be deemed to constitute one Insured Vehicle
- b) the **insurer** will not be liable by virtue of this Section to indemnify the **insured** in connection with The Insured Vehicle or trailer while The Insured Vehicle is drawing a greater number of trailers in all than is permitted by law.

Section 17 – Unauthorised Use

The **insurer** will indemnify the **insured** in the terms of Section 2 and Sections 9 and 10 if operative whilst The Insured Vehicle is being used without the knowledge or consent of an authorised official of the **insured**. The **insurer** will not be liable under the terms of this Section to indemnify any person driving or using The Insured Vehicle.

Section 18 – Geographical Limits

This Part applies within the geographical limits of:

- a) the **territorial limits**
- b) any member country of the European Union
- c) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/EEC)
- d) any other country for which the **insured** has requested and the **insurer** has agreed to provide indemnity and in transit (including processes of loading and unloading) between ports in countries within the geographical limits provided that such transit is by a recognised route of not longer than 65 hours' duration under normal conditions

Section 19 – Foreign Use

- a) The **insurer** will indemnify the **insured** against liability for the payment of general average, salvage sue and labour charges arising from transportation by sea provided that in respect of The Insured Vehicle Section 10 is operative.
- b) The **insurer** will indemnify the **insured** in respect of the enforced payment of customs duty following **damage** to The Insured Vehicle giving rise to a valid claim under Section 9 or 10.

Section 20 – Special Exclusions

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

1. Unauthorised Use

any claim directly or indirectly arising from use of The Insured Vehicle otherwise than in accordance with the limitations as to use specified in the Certificate of Motor Insurance except to indemnify the **insured** only whilst The Insured Vehicle is in the custody of a member of the motor trade for the purpose of maintenance or repair

2. Licence to Drive

any claim directly or indirectly arising from the driving of The Insured Vehicle by any person who to the knowledge of the **insured** does not hold a licence to drive unless the person has held and is not disqualified from holding or obtaining such a licence. This Exclusion will not apply when a licence is not required by law

3. Earthquake, Riot and Civil Commotion

any accident, death, bodily injury or **damage to property** except under Section 2 arising during or in consequence of:

- a) earthquake occurring outside the **territorial limits** or any member state of the European Union
- b) riot or civil commotion occurring:
 - i) in Northern Ireland
 - ii) outside Great Britain, the Isle of Man, the Channel Islands or any member state of the European Union.

4. Contractual Liability

any liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement unless the conduct and control of any claim is vested in the **insurer** but in any event there will be no indemnity provided in respect of liquidated damages or under any penalty clause

5. Lessor Negligence

The owner of a vehicle leased to the **insured** where liability is caused by the negligence of such owner or the servant or agent of such owner.

Section 21 – Special Conditions

1. Vehicle Maintenance

The **insured** will take all reasonable steps to maintain and use The Insured Vehicle in a safe condition and to comply with statutory regulations.

2. Law Applicable

This part is governed, in relation to The Insured Vehicles insured under this part, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where The Insured Vehicle is used during the majority of the period of insurance or if there is any disagreement about which law applies, the law of the place where The Insured Vehicle is registered. The **insured** agrees to submit to the exclusive jurisdiction of the courts in that place.

Section 22 – Cover

Cover applies within the geographical limits as detailed in Section 18 in respect of death of or bodily injury to any person or **damage to property** caused or arising in the Period of Insurance stated in the Schedule. The extent of cover applicable is as stated in the Schedule or any relevant Endorsement and the following meanings apply to words and expressions used.

A. Comprehensive

Sections 1 to 22 apply.

B. Comprehensive Excluding Windscreens

Sections 1 to 22 apply apart from Section 10 which is cancelled solely in respect of claims for the breakage of glass Windscreens windows or sunroofs.

C. Third Party, Fire and Theft

Sections 1 to 9 and 12 to 22 apply.

D. Third Party and Fire

Sections 1 to 9 and 12 to 22 apply. Section 9 is cancelled other than in respect of **damage** caused by fire.

E. Third Party and Theft

Section 1 to 9 and 12 to 22 apply. Section 9 is cancelled other than in respect of **damage** caused by theft or attempted theft.

F. Third Party

Sections 1 to 8 and 16 to 22 apply.

Section 23 – Excess

Applicable only where specified in the Schedule(s).

Any **excess** specified in the Schedule(s) will apply to each of The Insured Vehicles in accordance with the following:

K. Accidental Damage

Section 10 **damage** other than **damage** to glass Windscreens windows or sunroofs.

L. Fire

Section 9 **damage** caused by fire.

M. Theft

Section 9 **damage** caused by theft or attempted theft.

N. Windscreens

Section 10 breakage of Windscreen requiring replacement.

P. Third Party

Section 2.

Q. Theft Total Loss

Section 9 **damage** caused by theft or attempted theft where such **damage** renders The Insured Vehicle a total loss constructive or otherwise.

Any **excess** specified in the Schedule(s) will be in addition to any other **excess** which may apply.

Section 24 – Additional Covers

Applicable only where specified in the Schedule(s)

T. Continuing Hire Charges

In the event of the **insured** being liable to pay continuing hire charges incurred under a contract with the owner of a vehicle on temporary hire to the **insured** as a direct result of loss or **damage** caused to such vehicle and which is the subject of indemnity under Section 9 or 10 the **insurer** will pay such charges for a period not exceeding 120 days from the date of the occurrence provided that:

- a) the **insurer** will not be liable for the first 72 hours of such charges
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit.

Sections 9 and 10 Exception (c) will not apply to this cover.

U. Occasional Business Use

At the request of the **insured** this Part will apply in respect of any Motor Car not the property of hired lent or provided by the **insured** whilst being used in connection with the **business**.

General Condition 7 will not apply to this cover.

V. Loss of No Claim Discount/Excess

Special Definitions for this Additional Cover

Excess

the first part of each and every claim under a current Motor Car policy which is not compulsorily imposed following an insurer's underwriting consideration of a proposal form or renewal of such policy.

No Claim Discount

a discount allowed by an insurer by way of a reduction from normal premium payable in recognition of a period or periods of insurance without claim under a Motor Car policy.

Person Insured

anyone authorised by the **insured** to use a Motor Car in connection with the **business**.

Cover

The **insurer** will indemnify the Person Insured in respect of:

- a) loss of or reduction in No Claim Discount
- b) payment of an Excess

incurred as a result of an accident occurring within the **territorial limits** involving a Motor Car which at the time of the accident was being used by the Person Insured in connection with the **business**.

Exceptions

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

- a) any claim which is a direct result of the use of a Motor Car by the Person Insured between their domestic residence and their normal place of work
- b) any temporary payment of an Excess or loss of No Claim Discount
- c) any amount in excess of:
 - i) £500 in respect of loss of or reduction in No Claims Discount
 - ii) £100 in respect of payment of an Excessfor any Person Insured in any Period of Insurance

Special Conditions

1. In the event of loss of No Claim Discount the **insurer** will pay the loss of or reduction in the ensuing years No Claim Discount between that earned and that which would have been earned had the accident not occurred.
2. The calculation of the amount to be paid will be based on the scale of No Claim Discount in force at the time of the accident.
3. On request the Person Insured will provide from their Motor Car insurer evidence stating:
 - a) the amount of No Claim Discount permanently lost
 - b) the scale of No Claim Discount
 - c) the date of the accident and location
 - d) the amount and reason the Excess applied.

W. Hiring Charges

In the event of **damage** to The Insured Vehicle giving rise to a valid claim under Sections 9 and 10 the **insurer** will indemnify the **insured** in respect of the cost of hiring a replacement vehicle of a similar model and performance provided that:

- a) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- b) no cover will apply in respect of the first 48 hours of any period of hire
- c) the **insurer** will not be liable as a result of **damage** occurring elsewhere than within the **territorial limits** or the Republic of Ireland
- d) the **insured** shall take all reasonable steps to mitigate loss and expedite repairs reinstatement or replacement of The Insured Vehicle.

X. Termination Charges

The **insurer** will indemnify the **insured** in respect of termination charges and/or penalty charge and/or loss of advance rental incurred by the **insured** in respect of the early termination of any Motor Car lease agreement entered into by the **insured** provided that:

- a) the early termination is caused by or is as a direct result of **damage** giving rise to a valid claim under Sections 9 or 10
- b) the amount payable in respect of any one occurrence will not exceed the sum specified in the Schedule as the Limit
- c) the **insurer** will not be liable in respect of a charge incurred as a result of excess mileage.

Part J – Motor Legal Expenses and Uninsured Loss Recovery

The **insurer** for this Part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and provides the legal protection insurance under this section

This Part of the policy will apply as specified in the schedule and should be read in conjunction with part I.

Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with the **insurer's** agreement.

DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

Where a law firm is acting as a Representative the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** first became aware of it.)

Insured Person

The **insured** and any passenger or driver who is in or on the Insured Vehicle with the **insured's** permission. Anyone claiming under this section must have the **insured's** agreement to claim.

Insured Vehicle

Any Vehicle as defined in part I.

Period of Insurance

The period for which the **insurer** has agreed to cover the Insured Person.

Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

A Preferred Law Firm, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

Representative

The Preferred Law Firm, law firm, or other suitably qualified person the **insurer** will appoint to act on the Insured Person's behalf.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

REPORTING A CLAIM

Please do not ask for help from a lawyer, before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Phone the **insurer** on **0800 783 6066** as soon as possible after the accident to speak to one of the **insurer's** dedicated customer claims handlers. If the **insured** is calling from outside of the UK, please phone the **insurer** on **+44 29 2085 4069**

Section 2 – Cover

Insured Incidents

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- (a) **damage** to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or
- (b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

The **insurer** agrees to provide the insurance described in this policy section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- 1 Reasonable Prospects exist for the duration of the claim
- 2 the Date of Occurrence of the insured incident is during the Period of Insurance
- 3 any legal proceedings will be dealt with by a court, or other body which the **insurer** agrees to, within the Territorial Limit
- 4 the insured incident happens within the Territorial Limit.

What the insurer will pay

The **insurer** will pay a Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that:

- (a) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (b) the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm. The amount the **insurer** will pay a law firm (where acting as a representative) is currently £100 per hour. The amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, the Insured Person must tell the **insurer** within the time limits allowed that they want to appeal. Before the **insurer** will pay the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award.

What the insurer will not pay

In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.

Section 3 – Special Exclusions

This section of the policy does not cover:

1. A claim where the Insured Person has failed to notify the **insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or the **insurer** considers their position has been prejudiced.
2. Any Costs and Expenses incurred before the **insurer** accepts the claim.
3. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
4. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
5. Any legal action an Insured Person takes which the **insurer** or the Representative have not agreed to or where the Insured Person does anything that hinders the **insurer** or the Representative.

6. A dispute with the **insurer** not otherwise dealt with under special condition 7.
7. The Insured Vehicle being used by anyone, with the Insured Person's permission, who does not have valid motor insurance.
8. Any claim where an Insured Person is not represented by a law firm or barrister.

Section 4 – Special Conditions

1. An Insured Person must:
 - a) co-operate fully with the **insurer** and the Representative;
 - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
 - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
 - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm to act as the Representative.
 - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
 - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
 - a) An Insured Person must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer's** expressed consent.
 - b) If an Insured Person does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
 - c) The **insurer** may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow the **insurer** to take over and pursue or settle a claim in their name. An Insured Person must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give the **insurer** all the information and help the **insurer** needs to do so.
4.
 - a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
 - b) An Insured Person must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Insured Person with good reason or if the Insured Person dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6.
 - a) If an Insured Person settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
 - b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8. If there is a disagreement between an Insured Person and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Insured Person and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Insured Person's rights under Special Condition 7.
9. An Insured Person must:
 - a) keep to the terms and conditions of this section of the policy
 - b) take reasonable steps to avoid and prevent claims
 - c) take reasonable steps to avoid incurring unnecessary costs
 - d) send everything the **insurer** asks for in writing; and
 - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
11. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO MAKE A COMPLAINT

The insurer will always aim to give the insured a high quality service. If the insured thinks the insurer has let the insured down, the insured can contact the insurer by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The **insured** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – www.das.co.uk/legal/privacy-statement. If you require a written copy of the **insurer's** privacy notice please email dataprotection@das.co.uk.

HOW THE INSURER COLLECTS THE INSURED PERSONS INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the **insurer's** helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your insurer or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website www.das.co.uk/legal/privacy-statement.

Your information may be disclosed when the insurer believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

WHAT IS THE INSURER'S LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk.

Part K – Inspection Contract

Section 1 – Definitions

Certain words in this **contract** have special meanings. These meanings are given below and apply wherever the words appear in bold.

Additional Services

all services that fall outside of the **inspection service**.

Annexes

the annexes forming part of this **contract** which can be viewed and downloaded from the **contractor's** website at www.zurich.co.uk/municipal.

CLAW

the Control of Lead at Work Regulations 2002 and regulation 4 of the Control of Substances Hazardous to Health (Amendment) Regulations 2004.

Commencement Date

the start date of the period of this **contract** stated in the schedule as the effective date from which the **contractor** will provide the **inspection service**.

Competent Person

the competent person as defined in the **regulations**.

Confidential Information

all technical, business and similar information relating to the business affairs of the **contract holder** and the **contractor** that is confidential or secret in nature.

Contract

this part including:

- a) the schedule
- b) the **inspection contract quotation**
- c) the location index.

Contract Holder

the company, person or persons or other legal entity stated in the schedule.

Contractor

Zurich Management Services Limited whose registered office is: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ Company Number 02741053.

CoSSH

the Control of Substances Hazardous to Health Regulations 2002 (as amended).

Defect

a defect in **plant** that could reasonably be expected to be detected by a **competent person** during an **inspection** and in respect of which it is the **contractor's** judgment that the **contract holder** should take action.

EAW

the Electricity at Work Regulations 1989.

Incident

an incident of damage, injury, loss or death caused or alleged to have been caused by a failure of **plant** following an **inspection** by the **contractor**.

Inspect, Inspected

to perform an **inspection**.

Inspection

a visual examination of **plant** by the **contractor** in accordance with:

- a) the **regulations** including a **thorough examination** where so required by the **regulations**
- b) the **scope**
- c) any **SAFed** guidance; and
- d) any written scheme of examination agreed between the **contractor** and the **contract holder** following a **risk assessment**.

Inspection Contract Quotation

the written quotation for the **inspection service** which sets out the proposed **inspection fee**.

Inspection Fee

the amount payable for the **inspection service** as stated in the schedule as varied from time to time in accordance with clause 2.6.

Inspection Frequency

the maximum interval between **inspections** as recommended by **SAFed** or required under any **regulations** as may be varied by the **competent person** acting in accordance with the **regulations**.

Inspection Interval

the period between **inspections** as requested by the **contract holder** which is no longer than the **inspection frequency** or in accordance with a **risk assessment**.

Inspection Service

the **inspection** of **plant** at **inspection intervals** and the provision of a **report** in accordance with this **contract**.

IRR

the Ionising Radiations Regulations 1999.

LOLER

the Lifting Operations and Lifting Equipment Regulations 1998.

Mid-Term Adjustment

a change in the **scope**, the list of **plant** or the **inspection interval**.

Normal Working Hours

between 08.00 hours and 17.00 hours Monday to Friday except for public holidays.

Plant

the machinery and equipment as stated in the item specification and kept at the **site**.

PSSR

the Pressure Systems Safety Regulations 2000.

PUWER

the Provision and Use of Work Equipment Regulations 1998.

Recommendations

any recommendations made or issues highlighted by the **contractor** in a **report** including advice on future maintenance of **plant** and recommended follow up tests and **inspections**.

Regulations

all statutes, statutory instruments, orders, laws, **regulations**, guidance and codes of practice issued by a **regulatory body** or industry body which are relevant to **plant** or to which the **contract holder** or the **contractor** are subject in respect of **plant** or the **inspection service**.

Regulatory Body

any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with **plant** or its **inspection** including:

- a) the Health and Safety Executive
- b) United Kingdom Accreditation Service
- c) the police
- d) local authority Environmental Health Departments.

Report

a report in the **contractor's** standard format that provides details of **plant inspected** and the **inspection** that was undertaken including any **recommendations** and details of tests undertaken. The report is not a Health and Safety certificate.

Risk Assessment

a risk assessment that either:

- a) the **contract holder** has provided and that the **contractor** is able to adopt in accordance with the **regulations**
- b) the **contractor** has provided to the **contract holder** (which would be an **additional service**).

SAFed

the Safety Assessment Federation or any successor body.

Scope

the scope of the **inspection** as limited and explained in this **contract**.

Site

the locations where **plant** is located as set out in the item specification.

Thorough Examination

a systematic and detailed visual examination of **plant** by a **competent person** which is intended to detect any **defects** which are or may become dangerous and which are apparent at the date of examination.

Zurich Engineering

Zurich Engineering a trading name of Zurich Management Services Limited.

Zurich Group

Zurich Insurance Group, a company incorporated in Switzerland (No. CH020.3.023.083-6) Mythenquai 2, Zürich, Switzerland 8002, and its subsidiaries.

Section 2 – Terms and Conditions

2.1 Confidentiality

- a) Neither the **contract holder** nor **contractor** will disclose or communicate to any third party any **confidential information** obtained from the other party as a result of this **contract**. The **contractor** is entitled to share **confidential information** within the **Zurich Group**.
- b) Nothing in this clause will impose an obligation of confidentiality on information:
 - i) already in the public domain
 - ii) that was rightfully in the possession of such party prior to the **commencement date**
 - iii) that is required to be disclosed pursuant to any **regulations** or required by a **regulatory body**.
- c) The obligations under this clause will come into effect on the **commencement date** and will survive termination.

2.2 Continuity Clause

In consideration of a discount being incorporated in the **inspection fee** the **contract holder** undertakes to offer annually the **inspection service** under this **contract** on the terms and conditions in force at the expiry of each period of **contract** and to pay the **inspection fee** in advance it being understood that:

- a) the **contractor** will be under no obligation to accept an offer made in accordance with this condition
- b) the **inspection fee** will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month average Index during the period of 12 months which expires 3 months prior to the month of renewal.

Payment of the **inspection fee** or renewal **inspection fee** will be deemed acceptance by the **contract holder** of this condition.

2.3 Contract Duration and Renewal

This **contract** will start on the **commencement date** and continue until the end of the period of **contract** unless the **contract holder** or **contractor** terminate it in accordance with clause 2.11.

2.4 Contract Holder's Responsibilities

- a) Notwithstanding the **contractor's** obligations to the **contract holder** under this **contract** it remains the **contract holder's** legal duty to ensure that **plant** is **inspected** as required by the **regulations** and to make any necessary notifications or reports confirming that **inspection** has taken place.
- b) In particular the **contract holder** is responsible for ensuring that **plant** is **inspected** within the **inspection frequency** or in accordance with a **risk assessment** which meets the **regulations**. The **contractor** recommends that the **contract holder** establish a system to monitor the frequency of **inspections** in order to ensure compliance with the **regulations**.
- c) The **contract holder** will notify the **contractor** in advance of the dates before which **inspection** is required giving sufficient notice for the parties to arrange a mutually convenient appointment.
- d) The **contract holder** will liaise with the **contractor** to ensure the planning and carrying out of the **inspection service** as effectively as possible. The **contract holder** will use reasonable endeavours to assist the **contractor** to complete the **inspection** and will not act or fail to act in such a way that might prevent the **contractor** from providing the **inspection service** in line with this **contract**.
- e) At or prior to the **inspection** the **contract holder** will provide the **contractor** with relevant information of:
 - i) any changes to the quantity of **plant**
 - ii) any **plant** that is being operated outside the scope of usual operating conditions
 - iii) any modification to **plant** that has been made since the last **inspection**
 - iv) any **recommendations** whether made by the **contractor** or any third party
 - v) the service history of **plant**
 - vi) any information and documents that the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- f) The **contract holder** will have **plant** properly cleaned and prepared for **inspection**.
- g) The **contract holder** will provide the **contractor** with safe access to the **site** and a safe working environment on the **site**. The **contract holder** will make available any of their staff, premises, facilities, ancillary testing equipment and access equipment as the **contractor** may reasonably request to enable the **contractor** to perform the **inspection**.
- h) The **contract holder** retains sole responsibility for the operation of **plant**. Where the operation of **plant** or any ancillary equipment is required for an **inspection** the **contract holder** will make available a skilled and qualified operator of the relevant **plant** and any ancillary equipment.
- i) After the **contractor** has completed the **inspection** the **contract holder** is responsible for the reassembly of **plant** except that if the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- j) Should an **incident** occur the **contract holder** will notify the **contractor** immediately of such **incident** and the involvement of any **regulatory body**. The **contract holder** will provide the **contractor** with all information, documents and assistance as the **contractor** may reasonably request to enable the **contractor** to investigate and understand the **incident**, its causes and effects including access to the **site**, **plant**, the **contract holder's** staff and facilities with reasonable notice.
- k) The **contract holder** will act on the information provided in Report of Visit or Customer Advice notifications and will remove **plant** from service where the **contractor** has notified the **contract holder** that an **inspection** that was due could not be started or completed.

2.5 Contractor's Responsibilities

- a) The **contractor** will **inspect plant** at the **site** in line with the **scope** and within **normal working hours**. The **contractor** will use reasonable endeavours to carry out **inspections** at intervals no longer than the **inspection frequency** or more frequently if set out in the **scope**. The **contractor** will only carry out **inspections** less frequently than the **inspection frequency** where it is in accordance with a **risk assessment**.
- b) The **contractor** will act as a **competent person** for the **inspection** and will use reasonable endeavours to ensure that the person performing the **inspection** possesses all necessary skills, experience and qualifications to the extent required by the **regulations** for the **inspection** of the relevant **plant**.

- c) The **contractor** will only **inspect plant** that the **contract holder** makes available to the **contractor** and which is in a suitable condition for the **inspection** to take place. If **plant** or any part of **plant** cannot be located or is not made available by the **contract holder** for **inspection** the **report** will state which **plant** or which part of **plant** the **contractor** did not **inspect** and give the reason for this and the **contractor** will not be liable for any failure to **inspect** that **plant**. The **contractor** will notify the **contract holder** in writing within 14 days of any abortive attempts to arrange or attend an **inspection**.
- d) The **inspection service** does not cover the preparation, operation, repair or maintenance of **plant**. If the **contractor** removes an inspection cover to perform the **inspection** the **contractor** will put it back in place.
- e) While the **contractor** is on site the **contractor** will comply with the **contract holder's** safe systems of work as notified by the **contract holder** provided they do not conflict with **annex 4**. The **contractor** reserves the right not to carry out an **inspection** if in the **contractor's** reasonable opinion to do so would pose an unacceptable risk to the health, safety or welfare of the **contractor**, the **contract holder** or any other person and the **contractor** will notify the **contract holder** of this.
- f) The **contractor** will provide the **contract holder** with a **report** setting out:
- i) **plant** which has been **inspected**
 - ii) the **scope** of the **inspection**
 - iii) the **regulations** which have been applied
 - iv) whether any supplementary testing or **additional services** have been carried out
 - v) the findings of the **inspection** noting any **defects**. The **contractor** will report **defects** to the **regulatory body** where required to do so by the **regulations**.
- g) The **contractor** will categorise **defects** as A–immediate, A-timed or B-**defects** in line with **annex 3**. In summary:
- i) A **defects** pose a risk of injury as specified in the **regulations**.
 - ii) A-immediate **defects** are where the risk of injury is immediate or imminent and should be addressed by the **contract holder** before the **plant** is used.
 - iii) A-timed **defects** are where the risk of injury is posed in the future and should be addressed by the **contract holder** before the date specified in the **contractor's report**.
 - iv) B-**defects** may pose a risk of injury but a risk other than as specified in or intended to be addressed by the **regulations**.
- h) The **report** may bring to the **contract holder's** attention other noticeable and obvious **defects** that fall outside the **scope** although the **contractor** is not obliged to do so. The **contractor** will not assess the impact of such other **defects** and it will remain the **contract holder's** sole responsibility to assess them and decide what action to take.
- i) Where the **contractor** has been unable to start or to complete an **inspection** that was due for whatever reason the **contractor** will issue a Report of Visit or Customer Advice notification explaining why the **inspection** could not be completed. The Report of Visit or Customer Advice will be given a reporting status as per **annex 3**.
- j) The **contractor** will issue the **report** to the **contract holder** within 14 days following completion of the **inspection**. Where any **plant** is judged to give rise to 'A' **defects** the **contractor** will also issue a handwritten report prior to leaving the **site** identifying the relevant **plant** and the danger.
- The **report** is issued electronically by default as well as in paper hard copy format where preferred or necessary.
- The **contract holder** agrees that the **report**:
- i) confirms the condition and operability of **plant** at the date of **inspection** only; and
 - ii) is not a health and safety certificate nor evidence of full legal compliance of **plant**.

2.6 Contract Price and Payment

- a) The **contractor** is entitled to invoice the **contract holder** for the **inspection fee** on the **commencement date**.
- b) The **inspection fee** is set out in the schedule. The **contract holder** must notify the **contractor** immediately if the list of **plant** is incorrect.
- c) The **contractor** is entitled to adjust the **inspection fee** where:
- i) any information the **contract holder** provides to the **contractor** or the list of **plant** is not accurate
 - ii) the **contract holder** advises the **contractor** of any alterations, modifications or other information regarding **plant**
 - iii) the **contract holder** and **contractor** agree in writing to any **mid term adjustments**.

- d) The **contractor** is entitled to increase the **inspection fee** where:
 - i) **inspections** are undertaken outside **normal working hours** at the **contract holder's** request
 - ii) the **contract holder** requires that the **contract holder's** representatives undertake training specific to the **contract holder's** own health, safety and welfare procedures
 - iii) the **contractor** is unable to carry out an **inspection** at an agreed time through no fault of the **contractor**
 - iv) the **contract holder** requests that the **contractor** re-**inspect** any **plant** through no fault of the **contractor**
 - v) the **contract holder** requests paper or duplicate copies of any **report**.
- e) Where the **contractor** notifies the **contract holder** of an increase to the **inspection fee** during the period of **contract** the **contractor** is entitled to invoice the **contract holder** for the additional amount. Otherwise any change to the **inspection fee** will be set off against the **inspection fee** for the following period of **contract**.
- f) Unless the **contractor** agrees otherwise in writing the **contract holder** must pay all the **contractor's** invoices within 30 days of the date of invoice.
- g) Unless otherwise agreed in writing the **inspection fee** is in sterling and exclusive of VAT or any other similar tax or duty levied by any government or other authority.

2.7 General

- a) The **contractor** is entitled to apply any monies due to the **contract holder** under this **contract** in or towards any sum the **contract holder** owes the **contractor** in relation to any matter whatsoever and at any time.
- b) All notices to be given under this **contract** will be in writing and must be delivered by first class post or by email and will be deemed to have been delivered 48 hours after posting in the case of first class pre-paid letter and at the time stated in the delivery receipt in the case of email unless an undelivered message is received.
- c) Failure by either party to enforce any of the rights under this **contract** will not be taken as or deemed to be a waiver of such rights.
- d) If any term or provision of this **contract** is held illegal or unenforceable the remainder will remain in full force and effect.
- e) The **contract holder** may not assign, transfer or otherwise dispose of the **contract holder's** rights or obligations under this **contract** without the **contractor's** prior written consent. The **contractor** may assign this **contract** to another company in **Zurich Group**.
- f) No variation or modification of this **contract** will be valid unless in writing and signed by the **contract holder** and **contractor**.
- g) Nothing in this **contract** is intended to or will operate to create a partnership or joint venture of any kind between the **contract holder** and **contractor** or to authorise the **contract holder** or **contractor** to act as agent for the other or bind the other in any way.
- h) No third party is entitled to benefit from this **contract** whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise.
- i) This **contract** represents the entire agreement between the **contract holder** and **contractor** and supersedes all prior agreements and representations made orally or in writing. In entering into this **contract** neither the **contract holder** nor the **contractor** have relied on nor will have any remedy in respect of any statement or other representation made orally or in writing made by the other.
- j) This **contract** will be governed by and construed in accordance with the laws of England and any dispute under or relating to this **contract** will be subject to the exclusive jurisdiction of the English courts.

2.8 Responsibility for Issues

- a) Except for the types of loss or damage set out in paragraphs c) and d) and subject to the limit of liability in paragraph e) if the **contractor** or the **contractor's** employees, agents or subcontractors are negligent in providing the **inspection service** or breach the **contractor's** obligations in this **contract** then the **contractor** will indemnify the **contract holder** against loss or damage which the **contract holder** suffers as a direct result of:
 - i) property damage
 - ii) injury to or death of any person
 - iii) claims brought against the **contract holder** by a third party.

- b) Except for the types of loss or damage set out in paragraph d) and subject to the limit of liability in paragraph e) if the **contract holder** or the **contract holder's** employees, agents or subcontractors are negligent or in breach of **contract** whether or not arising out of an **incident** then the **contract holder** will indemnify the **contractor** against loss or damage which the **contractor** suffers as a direct result of:
- i) property damage
 - ii) injury to or death of any person
 - iii) claims brought against the **contractor** by a third party.
- c) The **contractor** is not liable for:
- i) damage to any **plant** as a result of its failure to withstand a test applied as part of an **inspection**
 - ii) problems which arise or are made worse by the **contract holder** after an **inspection** including any loss or damage which is caused or contributed to by the **contract holder's** failure to follow or apply the **contractor's recommendations**
 - iii) loss or damage caused or contributed to by any modification to **plant** or use of **plant** outside of normal operating conditions where such modification or use has not been notified to the **contractor** by the **contract holder** before the last **inspection** prior to the date the loss or damage first arose; and
 - iv) any failure of **plant** unless the **contractor** as a result of the **contractor's** negligence or breach of this **contract** failed to notify the **contract holder** of a **defect** in the **report** which directly caused the failure of **plant**.
- d) Notwithstanding anything else contained in this **contract** neither the **contract holder** nor the **contractor** will be liable for loss of profits or contracts, loss of goodwill or any indirect or consequential loss whether arising from negligence, breach of contract or otherwise.
- e) The **contract holder's** and **contractor's** contract liability will not exceed £10,000,000 in aggregate. For the purposes of this clause "contract liability" means liability howsoever arising under or in relation to this **contract** or the **inspection service** that is not unlimited under paragraph f) or excluded under paragraphs c) or d).
- f) Nothing in this **contract** excludes liability for injury to or death of any person caused by negligence or any other liability which cannot be limited or excluded by law (for which no limit applies).

2.9 Sanctions

Notwithstanding any other terms of this **contract** the **contractor** will not provide any service or benefit to the **contract holder** or any other party to the extent that such service, benefit and/or any business or activity of the **contract holder** would violate any applicable trade or economic sanctions law or regulation.

2.10 Subcontracting

The **contractor** may subcontract in whole or in part any of their obligations under this **contract**. The **contractor** will retain responsibility for the execution of any subcontracted work in accordance with this **contract**.

2.11 Termination

- a) The **contractor** may terminate this **contract** on 30 days written notice. If the **contract holder** has paid the **inspection fee** in full the **contractor** will refund the proportion of the **inspection fee** that covers any **inspections** that are outstanding.
- b) Either the **contractor** or the **contract holder** may terminate this **contract** by giving written notice to the other if the other:
 - i) commits any breach of **contract** and fails to remedy the breach within 30 days after being required to do so in writing
 - ii) goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

Any refund is subject to clause 2.7 a)

Part L – Plant Protection

Section 1 – Special Definitions

Breakdown

- a) the failure, breaking, distortion, or burning out of any part of the Plant whilst in use arising from either mechanical or electrical defect in the Plant or failure or fluctuation of electricity supply necessitating repair or replacement of the Plant before it can resume normal working including resultant loss of cooling, lubricating or insulating oil, refrigerant or brine
- b) complete severance of a rope forming part of the Plant designed for lifting but not including breakage of wires or strands even if this necessitates replacement of such rope
- c) fracturing of any part of the Plant by frost when such fracture renders the Plant inoperative.

Collapse

sudden and dangerous distortion (whether or not attended by rupture) of any part of the Plant caused by crushing stresses by force of steam or other fluid pressure (other than pressure of ignited flue gases).

Explosion

sudden and violent rending of the Plant by force of internal steam or other fluid pressure (other than pressure of ignited flue gases) causing bodily displacement of any part of the Plant together with forcible ejection of the contents.

Fragmentation

Damage to Own Surrounding Property arising from fragmentation of any part of the Plant described in the plant specification.

Insured Damage

damage to Plant described in the Plant Specification as indicated by the applicable Cover Code(s).

Own Surrounding Property Damage

damage to the **insured's** own surrounding **property** directly resulting from Insured Damage to Plant and in the case of:

- a) boiler and pressure items described in the Plant Specification, **damage** caused by the escape of contents directly consequent upon and solely due to Explosion or Collapse
- b) lifts or lifting equipment described in the Plant Specification, **damage** caused by impact through the normal operation of such Plant even though the Plant itself is not damaged

but excluding such **damage** where caused by the escape of contents from the Plant except where specifically stated to be covered within this insurance.

Plant

as defined in Part K – Inspection Contract.

Plant Specification

as defined in Part K – Inspection Contract.

Reinstatement

- a) the rebuilding or replacement of **property** lost or destroyed which may be carried out:
 - i) in any manner suitable to the requirements of the **insured**
 - ii) upon another siteprovided the liability of the **insurer** is not increased
- b) the repair or restoration of **property** damaged

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

Section 2 – Cover

The **insurer** will indemnify the **insured** in respect of:

- a) Insured Damage to Plant
- b) Own Surrounding Property Damage.

The **insurer's** liability will not exceed the amount specified in the Schedule as the Limit of Indemnity in respect of all claims arising out of any one occurrence or arising out of all occurrences of a series consequent upon or attributable to one source or original cause.

In the event of:

- i) **damage** to Plant which at the time of such **damage** is less than 2 years old
- ii) **damage** to the **insured's** own surrounding **property** (excluding stock in trade or goods in process of manufacture) caused by Explosion or Collapse of Plant

for which indemnity is provided by this Part, subject to the Reinstatement Special Conditions the basis upon which the amount payable will be calculated will be the Reinstatement of the Plant or surrounding **property** suffering **damage**.

Reinstatement Special Conditions

1. The liability of the **insurer** for the repair or restoration of **property** which is only partially damaged will not exceed the amount which would have been payable had such **property** been wholly destroyed.
2. Any additional amount which may be payable solely due to this Reinstatement provision will be paid only if:
 - a) Reinstatement commences and proceeds without unreasonable delay
 - b) the cost of Reinstatement has been actually incurred
 - c) at the time of its **damage** the **property** insured is not insured by any other insurance effected by or on behalf of the **insured** which is not upon the same basis of reinstatement.

Section 3 – Capital Additions

Subject to the Limit of Indemnity any item of Plant of a similar type to the Plant described in the Plant Specification which is newly acquired by the **insured** will be insured for the same cover for a period not exceeding 12 months from the time the **insured** becomes responsible for it provided that:

- a) such item is as far as the **insured** is aware, free from material defect, suitable for service, and in satisfactory working condition
- b) the item complies with any relevant statutory provisions for certification or examination prior to commencing operation
- c) the **insured** will provide details of the Plant and its location as soon as practical
- d) the **insurer** is entitled to withdraw cover if the Plant is found to be unsatisfactory for insurance following inspection.

Section 4 – Temporary Repairs/Expediting Costs

The **insurer** will pay reasonable additional costs incurred in effecting temporary repairs or for expediting permanent repairs to Plant including the cost of reasonable overtime payments provided the **insurer's** approval is first obtained and that the additional costs do not exceed 50% of the normal cost of repair or £3,000 whichever is the lower.

Section 5 – European Community and Public Authorities Clause

Subject to the following special conditions the insurance of each item of Plant described in the Plant Specification includes such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

1. European Community Legislation; or
2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of **damage** to **property** insured

excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of loss, destruction, or damage occurring prior to the granting of this extension
 - ii) in respect of loss, destruction, or damage not insured by the policy
 - iii) under which notice has been served upon the **insured** prior to the happening of the **damage**
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of any entirely undamaged property

- b) the additional cost that would have been required to make good the **property** lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as the **insurer** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **insurer** under this extension not being thereby increased.
2. If the liability of the **insurer** under this Part apart from this Section shall be reduced by the application of any of the terms and conditions of this Part then the liability of the **insurer** under this Section shall be reduced in like proportion.
3. The total amount recoverable under any item of this Part will not exceed the Limit of Indemnity.
4. Those terms and conditions of this Part which have not been varied by this Section will apply as if they had been incorporated in this Section.

Section 6 – Debris Removal

The **insurer** will pay for costs and expenses necessarily and reasonably incurred by the **insured** with the consent of the **insurer** in:

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

the **property** insured following **damage** which is not excluded.

The liability of the **insurer** under this Part including costs and expenses under this Section in respect of any occurrence will in no case exceed the Limit of Indemnity stated in the Schedule.

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

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

Section 7 – Mitigating Costs

Subject to the Limit of Indemnity the **insurer** will pay reasonable costs incurred by the **insured** in taking exceptional measures to avoid or mitigate impending Insured Damage provided that **damage** would have been expected to have occurred in the absence of such action and does not stem from any defect within the Plant.

Section 8 – Payments on Account

Where liability is admitted under this insurance, the **insured** shall be entitled to receive payment as agreed with the **insurer** in advance of any final claim settlement.

Section 9 – Exclusions

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

1. **Maintenance**
the cost of maintenance, overhauls, alterations, improvements, additions or modifications but Insured Damage arising from such work is not excluded
2. **Wear and Tear**
wear and tear or gradual deterioration, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts or defective joints or seams but Insured Damage arising from such defects is not excluded
3. **Testing and Repair**
loss, destruction, or damage caused by or occurring during testing of Plant or by application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul
4. **Installation**
loss, destruction, or damage to the Plant during installation, erection or dismantling

5. Plant Movements

loss, destruction, or damage to the Plant during re-siting, transportation or removal but such **damage** to self propelled Plant travelling under its own power is not excluded

6. Foundations

loss, destruction, or damage to foundations, masonry, brickwork and chimneys

7. Batteries, Cables and Hoses

batteries, trailing cables or flexible hoses or parts made of glass all used in connection with mobile Plant

8. Tyre Damage

tyres when damaged by the application of brakes, or by cuts, bursts or punctures

9. Linings and Surfaces

loss, destruction, or damage to any non-metallic protective lining or the scratching of painted or polished surfaces

10. Underground Piping

flexible piping or any pipework buried in the ground or encased in concrete, masonry or brickwork used in connection with pressure Plant

11. Track

the track on which travelling cranes operate

12. Fire and Perils

loss, destruction, or damage by fire howsoever caused, lightning, explosion other than Explosion where cover code S or EC applies, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other premises or working site while temporarily removed

13. Consequential Loss

compensation in respect of loss of use, delay or detention or any other **consequential loss**

14. Tandem Lifting

loss, destruction, or damage arising from any raising or lowering operation in which a single load is shared between more than one item of lifting equipment

15. Chemical Action and Fire

loss, destruction, or damage arising from pressure of chemical action or ignited flue gases or ignition of the contents of the Plant

16. Road Risk

loss, destruction, or damage arising whilst any mobile Plant is travelling under its own power on a public road

17. Re-levelling

the cost of re-levelling an item of pressure Plant due to subsidence or ground movement unless accompanied by Insured Damage

18. Wilful Negligence

loss, destruction, or damage arising from the **insured's** wilful negligence or deliberate act

19. Goods Lifted

loss, destruction, or damage to **property** whilst being lifted, conveyed or handled by lifts or lifting equipment unless that **property** comprises personal effects and luggage of passengers being carried in or on a passenger lift, escalator or travelator

20. Date Recognition

loss, destruction, or damage or Mitigating Costs (under Section 7) directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether such **data processing system** is the property of the **insured** or not.

Section 10 – Excess

Each claim will be the subject of an **excess** the amount of which is shown in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

Section 11 – Special Conditions

1. Obsolete or Foreign Plant

In the event of a claim involving Plant which is obsolete or of foreign manufacture and for which replacement parts cannot be supplied by the makers from stock, the **insurer's** liability in respect of such parts will be limited to the price of corresponding parts of current Plant of similar size and type together with the estimated cost of installing such parts.

2. Alterations

Any proposed alteration, addition or change of circumstances materially affecting:

- a) the working conditions of the Plant
- b) the insurance of the Plant

must be notified to the **insurer** as soon as possible.

3. Premium Adjustments

If during the Period of Insurance items of Plant are added or deleted, additional/return premium up to the next renewal date will be charged/returned at 50% of the agreed annual premium for the items of Plant concerned.

Terrorism Exclusion

This Policy does not cover loss, destruction, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

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

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

Northern Ireland Exclusion

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

Section 12 – Cover Codes

Applicable as indicated in the Plant Specification

A) Alternative Standby Working

For any item of Plant which is operated alternately with another or is kept for standby purposes only, a reduced premium is applied.

B) Breakdown

As defined in Section 1.

E) Flue Gas Explosion

damage (other than by fire) directly consequent upon and solely due to explosion of ignited flue gases in the furnace or flues of the Plant.

EC) Explosion/Collapse

As defined in Section 1.

- F) Fragmentation
As defined in Section 1.
- G) Goods Being Lifted
damage to goods while such goods are being lifted, conveyed or handled by the Plant.
- L) Loss of Contents
- a) The loss, contamination or solidification of the contents of the Plant but excluding loss caused by evaporation, seepage or any form of normal trade loss.
 - c) The cost of removing any escaped liquid for which liability is admitted under a) above.
- R) Reinstatement
Subject to the Reinstatement Special Conditions set out in Section 2, the basis upon which the amount payable will be calculated will be the Reinstatement of the **property** suffering **damage**.
- S) Sudden and Unforeseen **damage**
damage which is sudden and unforeseen and necessitates immediate repair or replacement of the Plant, but excluding the cost of remedying or making good:
- a) **damage** to glass or non-metallic parts (other than shells constructed of fibre-glass) or the chipping or scratching of painted or polished surfaces
 - b) any gradually developing distortion or deformation or any wearing away or wasting of material
 - c) in respect of pressure Plant included in the Plant Specification:
 - i) any crack, partial fracture, blister, lamination, flaw or grooving which has not penetrated through the entire thickness of the material
 - ii) burning or distortion by heat of refractory linings or mechanical parts of furnaces, kilns, stoking or firing units
 - iii) defective joints or seams (other than joints between sections of cast iron sectional boilers or welded or brazed seams) unless directly resulting from overheating due to general deficiency of water in Plant under pressure.
- U) **Damage** to the **insured's** own surrounding **property** or **property** for which the **insured** is responsible arising from the normal use of Plant described in the Plant Specification.
- W) Ingress of Water
damage of Plant caused by accidental ingress of water.

Part M – Deterioration of Stock

Section 1 – Special Definitions

Contents of any Refrigerator or Cold Chamber

the term “contents of any refrigerator or cold chamber” will include **property** which is elsewhere on the premises but which would in the normal course be placed in any refrigerator or cold chamber for which cover is provided.

Plant Specification

the Plant Specification sets out details of the refrigerating plant together with the premises in which it is situated including the Sum Insured for each item.

Section 2 – Cover

The **insurer** will indemnify the **insured** subject to the Sum Insured, in respect of **damage** to the Contents of any Refrigerator or Cold Chamber caused by:

- a) rise or fall in temperature within the cold chamber of any machine described in the Plant Specification
- b) action of refrigerant fumes escaping from any machine described in the Plant Specification

resulting from any cause not otherwise excluded.

The **insurer's** liability will not exceed the sum insured stated in the schedule in any one period of insurance.

2.1 Additional Costs

The **insurer** will also indemnify the **insured** in respect of additional costs incurred by the **insured** with the **insurer's** consent for:

- a) obtaining a condemnation certificate issued by an environmental health officer as proof of loss in respect of any valid claim
- b) the disposal of Stored Goods for which a condemnation certificate has been issued as a result of an Accident for which the **insurer** has admitted liability
- c) the cleaning or decontamination of the Refrigeration Plant following an Accident for which the **insurer** has admitted liability.

The amount payable under additional costs will be in addition to the sum insured stated in the schedule and in respect of any one occurrence shall not exceed £25,000 or 10% of the sum insured stated in the schedule, whichever is the lesser.

Section 3 – Automatic Reinstatement

The Sums Insured stated in the Plant Specification will be automatically reinstated without additional premium from the date of occurrence of any claim of £1,000 or less.

Section 4 – Mitigating Costs

Subject to the Sum Insured the **insurer** will pay reasonable costs incurred by the **insured** in taking exceptional measures to avoid or mitigate impending **damage** provided that **damage** would have been expected to have occurred in the absence of such action.

Section 5 – Special Exclusions

The **insurer** will not be liable for loss, destruction, or damage resulting from:

1. **Experiments**
experiments involving the imposition of abnormal condition
2. **Maintenance or the Application of Tools**
the direct application or misapplication of a tool or process to any refrigerator or cold chamber in the course of alteration, maintenance, modification, overhaul or repair
3. **Wilful Negligence**
the wilful negligence or the deliberate act of the **insured**

4. Fire and Perils

fire howsoever caused, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subsidence, ground heave, landslip, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal at the Site or at any other **premises** or at any other premises or working site while temporarily removed

5. Act of the Supply Authority

the deliberate act of any electricity supplier or the exercise by any such supplier of its power to withhold or restrict supply

6. Date Recognition

loss, destruction, or damage or Mitigating Costs (under Section 4) directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

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

whether such **data processing system** is the property of the **insured** or not.

Section 6 – Excess

Each claim will be subject to an **excess** the amount of which is specified in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

Section 7 – Special Conditions

1. Right to Inspect

The **insurer** will have the right to inspect any refrigerator or cold chamber described in the Plant Specification at all reasonable times.

2. Average

The Sum Insured by each item is declared to be separately subject to **average**.

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

Part N – Fidelity Guarantee

Section 1 – Cover

The **insurer** will indemnify the **insured** in respect of loss of **money** or other property belonging to the **insured** or in the **insured's** trust or custody for which the **insured** is legally responsible occurring as a direct result of any act of fraud or dishonesty committed by any Person Guaranteed specified in the Schedule during the Period of Insurance, provided that such loss is discovered not more than 24 months following:

- a) the termination of the insurance relative to the Person Guaranteed concerned in such loss; or
- b) the termination of employment with the **insured** of the Person Guaranteed or the last of the respective Persons Guaranteed if more than one was concerned with the fraud or dishonesty; or
- c) the termination of this Part

whichever happens first.

Section 2 – Auditors Fees

The **insurer** will indemnify the **insured** in respect of costs and expenses incurred by the **insured** in investigating and proving any act of fraud or dishonesty provided that the liability of the **insurer** will not exceed 10% of the amount otherwise payable under this Part in respect of such claim.

Section 3 – Automatic Reinstatement

Upon discovery of a loss leading to a valid claim under this Part the Sum Guaranteed will be reinstated by the amount of such loss as subsequently ascertained provided that:

- a) the amount by which the Sum Guaranteed is reinstated will only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement
- b) the **insured** will pay any additional premium required by the **insurer**.

Section 4 – Exclusions

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

- a) any loss unless the **insured** within 6 weeks of engaging any **employee** obtains written references from former employers covering the whole period of 3 years immediately preceding the **employee's** engagement by the **insured**
- b) any loss unless the original references relating to any defaulting **employee** have been passed to the **insurer**
- c) any loss arising from the engagement of any **employee** or appointment of any **member**, who to the **insured's** knowledge previously committed any fraudulent or dishonest act (except for convictions regarded as spent under the Rehabilitation of Offenders Act 1974)
- d) any loss arising out of any act of fraud or dishonesty committed by any Person Guaranteed after the **insured** or any person acting on behalf of the **insured** has become aware of, or has reasonable grounds for suspicion of any act of fraud dishonesty or improper or irregular conduct on the part of that Person Guaranteed and this Exclusion will also be a bar to any claim involving such a Person Guaranteed acting in collusion with another or others even though such other person(s) may not have committed or have given reasonable grounds for suspicion of any act of fraud or dishonesty or irregular conduct
- e) any loss of interest or consequential loss of any kind
- f) any loss directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
 - i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - ii) any **data processing system** responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dateswhether such **data processing system** is the property of the **insured** or not
- g) an **excess** the amount of which is specified in the Schedule. Unless stated otherwise, the **excess** will apply to each and every loss.

Section 5 – Special Provisions

Insurer's Rights

The commencement of criminal proceedings against any Person(s) Guaranteed alleged by the **insured** to have committed any act of fraud or dishonesty will not be a condition precedent to the right of the **insured** to indemnity under this Part but in the event of the **insurer** being required to indemnify, the **insurer** will be entitled to exercise in the name of the **insured** (but at its own expense) for its own benefit all the **insured's** rights of action against the Person(s) Guaranteed or their estate(s). This Policy will be evidence of the **insurer's** leave so to do and the **insured** will provided all such assistance as the **insurer** may require in pursuit of the said rights.

Reduction of Claim

Any **money** or the value of any property in the hands of the **insured** and belonging to or otherwise due to any Person Guaranteed whose fraud or dishonesty has given rise to a loss for which a claim is made under this Part and which may legally be retained by the **insured** will be deducted from any amount that would otherwise be payable to the **insured**.

Sum Guaranteed

The Sum Guaranteed specified in the Schedule is the **insurer's** monetary limit in respect of:

- a) any one loss irrespective of the number of Persons Guaranteed involved
- b) the total of all losses discovered during any one Period of Insurance. Any losses discovered within the 24 month period allowed under Section 1(c) will be treated as having been discovered during the final Period of Insurance
- c) the total liability of the **insurer** during any number of Periods of Insurance and for any number of losses forming the basis of any one claim whether under this Part or any similar policies issued in addition thereto or in substitution therefor.

Where more than one Sum Guaranteed appears in the Schedule the **insurer's** monetary limit will be the higher Sum Guaranteed relevant to the Persons Guaranteed involved in the loss or losses.

Part O – Personal Accident

Section 1 – Special Definitions

Accident

- a) violent, accidental, external and visible means; or
- b) unavoidable exposure to the elements.

Activities

official duties in connection with the **business** including journeys directly connected therewith.

Annual Earnings

- a) the gross basic annual wage or salary (inclusive of emoluments, guaranteed overtime and local weightings) from the **insured** of the Person Insured at the date of sustaining bodily injury; or
- b) the gross earnings from the **insured** of the Person Insured during the 12 months preceding the date of sustaining bodily injury

whichever is the greater.

Assault

- a) violent or criminal assault; or
- b) attack by animals; or
- c) explosion or whilst searching for explosives.

Person Insured

as specified in the Schedule.

Weekly Earnings

the gross average weekly earnings from the **insured** of the Person Insured during the 52 weeks preceding the date of sustaining bodily injury.

Section 2 – Accident Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Accident (other than Assault) during the Period of Insurance as a result of which death or disablement occurs independently of any other cause within 24 months of sustaining such injury, the **insurer** will pay to the **insured** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where the **insurer** agrees after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as a result of sustaining bodily injury by Accident (other than Assault) whilst engaged in the Activities, the **insurer** will pay the appropriate amount payable in respect of death to the **insured** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

The **insurer** will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Person Insured when such **damage** arises as a result of the Person Insured sustaining bodily injury for which the **insurer** is liable to pay compensation under this Section provided that the **insurer** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

Section 3 – Assault Cover

In the event of any Person Insured whilst engaged in the Activities sustaining bodily injury by Assault during the Period of Insurance as a result of which death or disablement occurs independently of any other cause within 24 months of sustaining such injury, the **insurer** will pay to the **insured** such of the amounts payable under Section 6 as are applicable.

In the event of the disappearance of any Person Insured and where the **insurer** agrees after a suitable time has elapsed that it is reasonable to assume that such Person Insured has died as a result of sustaining bodily injury by Assault whilst engaged in the Activities, the **insurer** will pay the appropriate amount payable in respect of death to the **insured** subject to a signed undertaking from an authorised person that if the assumption of death is subsequently found to be wrong the amount paid in settlement will be refunded.

The **insurer** will also provide indemnity in respect of **damage** to personal effects consisting of money, articles of clothing, footwear and other property worn or carried by the Person Insured when such **damage** is sustained as a result of Assault arising out of, or in the course of, the Activities during the Period of Insurance, provided that the **insurer** will not pay more than the sum of £5,000 in respect of **damage** to personal effects of any one Person Insured.

Section 4 – Exclusions

The **insurer** will not be liable to pay compensation in respect of death or disablement or provide indemnity for **damage** caused directly or indirectly by:

- a) intoxication of, or the illegal use of drugs by any Person Insured, or through sexually transmitted disease
- b) deliberate exposure to unnecessary danger (except in an attempt to save human life)
- c) racing of any kind other than on foot
- d) air travel other than as a passenger in a licensed passenger carrying aircraft
- e) with effect from the 2004 renewal date the **insurer** will not be liable for any actual loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

Section 5 – Special Conditions

1. In the event of any incident giving or likely to give rise to a claim under this Part the **insured** will as soon as possible and at the **insured's** own expense:
 - a) inform the **insurer** in writing
 - b) furnish such information as the **insurer** may require and render all assistance as may be requested
 - c) supply all necessary certificates including evidence of death or injury with a report from a qualified medical practitioner if required.
2. In the case of injury the medical representative of the **insurer** will be allowed to visit and examine the Person Insured at all reasonable times and if such visit or examination is not permitted the insurance will be void in respect of that injury.
3. The amount payable in respect of death for persons:
 - a) under 18 years of age; and
 - b) who are still in full-time educationat the date of sustaining bodily injury is limited to £7,500.
4. For persons over 75 years of age the Scale of Compensation will be limited to Items 1 and 2 only. The amount payable will be the Capital Sum specified in the Schedule or £10,000 whichever is the lower.
5. It will be a condition precedent to the liability of the **insurer** that in respect of:
 - a) any hazardous activity or any pursuit requiring special skills the Person Insured has achieved a reasonable standard of proficiency in the said activity or pursuit, or is under the direct supervision of a person suitably qualified
 - b) yachting and canoeing, life jackets or buoyancy aids are worn by the Person Insured and for other sailing (except in rowing boats) life-saving equipment is carried on the vessel.
6. The amount payable in respect of any one Person Insured will not exceed £500,000.
7. If the aggregate amount payable under this Part in respect of any one incident exceeds the sum of £2,000,000 the amount payable for each Person Insured will be proportionately reduced until the total is equal to the sum of £2,000,000.

Section 6 – Scale of Compensation

Item	Amount Payable	
	The following percentage of the Capital Sum specified in the Schedule	
1. Death, total loss of use or total loss by physical severance of one or more hands or feet or total loss of sight in one or both eyes	100%	
2. Permanent total disablement (other than as stated in Item 1) from engaging in or giving attention to usual profession or occupation	100%	
3. Permanent partial disablement (not otherwise provided for above)		
a) total loss of hearing	60%	
b) total loss of hearing in one ear	15%	
c) complete loss of use of hip or knee or ankle	20%	
d) removal of the lower jaw by surgical operation	30%	
e) fractured leg or foot with established non-union	25%	
f) fractured knee cap with established non-union	20%	
g) shortening of a leg by at least 3 centimetres	15%	
h) loss by amputation or complete loss of use of:	Right	Left
i) one thumb	20%	17.5%
ii) one index finger	15%	12.5%
iii) any other finger	10%	7.5%
iv) one big toe	10%	10%
v) any other toe	3%	3%
i) complete loss of use of shoulder or elbow	25%	20%
j) complete loss of use of wrist	20%	15%
4. Permanent facial disfigurement to an extent of not less than 5 square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	10%	
5. Loss of or damage to teeth or dentures – the cost of dental treatment or repair or replacement of dentures up to a maximum of	2.5%	
6. Temporary total disablement from engaging in or giving attention to usual profession or occupation for a maximum period of 104 weeks from date of disablement	the Weekly Sum specified in the Schedule	
7. Temporary partial disablement from engaging in or giving attention to usual profession or occupation for a maximum period of 104 weeks from date of disablement	50% of the Weekly Sum specified in the Schedule	

Memoranda to the Scale of Compensation

1. Applicable to Item 2

If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to usual profession or occupation but the medical evidence is such that it cannot be said that disablement is permanent and total, payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of the benefit provided under Item 2, and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

2. Applicable to Item 3

- a) In the case of other permanent partial disablement not specified in Item 3 the amount payable will be such percentage of the Capital Sum set out in the Schedule as is commensurate with the degree of permanent partial disablement when compared with the degrees of disablement specified in Item 3.
- b) The benefits under h), i) and j) will be reversed in the case of a left-handed person.

3. Applicable to Items 6 and 7
 - a) Unless otherwise agreed by the **insurer** weekly compensation will not become payable until the total amount due has been ascertained.
 - b) Weekly Sums whether payable for total or partial disablement will not be payable for more than 104 weeks in respect of the same incident.
4. The total amount payable under Items 1 to 5 for all bodily injury sustained in any one Period of Insurance by any one Person Insured will not exceed the Capital Sum specified in the Schedule.

Part P – Legal expenses

The **insurer** for this part of the policy is DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and Agent and provides the legal protection insurance and additional services under this section

Section 1 – Special Definitions

The following wordings have these meanings wherever they commence with a capital letter in this Part of the policy

Costs and Expenses

All reasonable, proportionate and necessary costs chargeable by the Representative and agreed by the **insurer** in accordance with the DAS Standard Terms of Appointment.

Also the costs incurred by opponents in civil cases if a Person Insured has been ordered to pay them or pays them with the **insurer's** agreement.

DAS Standard Terms of Appointment

The terms and conditions (including the amount the **insurer** will pay to a Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as a Representative on the **insured's** behalf the amount the **insurer** will pay is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

- a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the **insured** or a Person Insured first became aware of it.)
- b) For criminal cases the Date of Occurrence is when the Person Insured began, or is alleged to have begun to break the law.
- c) For Section 8 – Statutory Licence Protection the date when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.
- d) For Section 6 – Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the **insured** of its intention to carry out an enquiry.

For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.

- e) For Section 4 Legal defence (e) Statutory notice appeals, the date when the Person Insured is issued with the relevant notice and has the right to appeal.

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning the **insured's** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Person Insured

The **insured**, **members** and employees and any other individuals declared to the **insurer** by the **insured**.

Period of Insurance

The period for which the **insurer** has agreed to cover the Person Insured and for which the premium has been paid.

Preferred Law Firm

A law firm, barrister or tax expert the **insurer** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Person Insured's claim and must comply with the **insurer's** agreed service standard levels, which the **insurer** audits regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

- a) For civil cases (other than Section 3 – Employment disputes and compensation awards and 4 – Legal defence) the prospects that the Person Insured will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that the **insurer** has agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

A Preferred Law Firm or tax consultancy, on the **insurer's** behalf, will assess whether there are Reasonable Prospects.

- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person the **insurer** appoints to act on the Person Insured's behalf.

Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- a) includes a request to examine any aspect of the **insured's** books and records; or
b) advises of a check of the **insured's** whole tax return.

Territorial Limit

For insured incidents 4 Legal Defence (excluding 4(e)), and 5(B) Bodily Injury

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

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

VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the **insured's** VAT affairs.

To make sure that the **insured** gets the most from the cover, please take time to read this section of the policy which explains the insurance cover and additional services available.

HOW THIS SECTION OF THE POLICY CAN HELP

Please find below information about the services this section of the policy offers and details of how to make a claim.

If the **insured** wishes to speak to the **insurer** about:

- **Legal Advice** – the **insured** can get telephone legal advice on any legal issue affecting their **business**.
- **Insurance Claims** – the **insured** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting the **business**.

Please phone the **insurer** on 0117 934 2116 . The **insurer** will ask the **insured** about their legal issue and if necessary call them back to deal with their query.

REPORTING A CLAIM

Please do not ask for help from a lawyer, accountant or anyone else before the **insurer** has agreed that the **insured** should do so. If the **insured** does, the **insurer** will not pay the costs involved even if they accept the claim.

Report a claim by calling the **insurer** on **0117 934 2116**, available 24 hours a day, 7 days a week. Have the policy number ready and the **insurer** will ask about the claim.

The **insurer** will assess the claim to check the claim is covered and, if it is, the **insurer** will send it to a lawyer who specialises in that type of claim.

The lawyer will assess the case and tell the **insured** how likely it is they will win. If they are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. The **insurer's** claims handlers can answer any questions the **insured** may have when they receive the **insured's** claim, alternatively the **insured** can visit www.das.co.uk/legal-protection/how-to-claim

Section 2 – Cover

This policy section, the policy schedule and any endorsement shall be considered as one document and describe the contract between the **insured** and the **insurer**. The **insurer** agrees to provide the insurance described in this policy section for the **insured** (or where specified, the Person Insured) in respect of any insured incident arising in connection with the **business**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy section, provided that:

- a) Reasonable Prospects exist for the duration of the claim (other than insured incidents Employment disputes and compensation awards and Legal defence)
- b) the Date of Occurrence of the insured incident is during the Period of Insurance; or
- c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i) the previous legal expenses insurance policy required the **insured** to report claims during its currency
 - ii) the **insured** could not have notified a claim previously as the **insured** could not have reasonably been aware of the insured incident
 - iii) cover has been continuously maintained in force
 - iv) the **insurer** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
 - v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **insured's** previous policy, and
- d) any legal proceedings will be dealt with by a court or other body which the **insurer** agrees to in the Territorial Limit
- e) the insured incident happens within the Territorial Limit.

What the insurer will pay

The **insurer** will pay a Representative, on the **insured's** behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that the **insurer** has agreed to, provided that:

1. the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards claims is detailed within the **insured's** policy schedule
2. the most the **insurer** will pay for the total of all compensation awards under insured incident 1 - Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000
3. the most the **insurer** will pay in Costs and Expenses is no more than the amount the **insurer** would have paid to a Preferred Law Firm or tax consultancy. The amount the **insurer** will pay a law firm (where acting on the **insured's** behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, the **insured** must tell the **insurer** within the time limits allowed that the **insured** wants to appeal. Before the **insurer** pays the Costs and Expenses for appeals, the **insurer** must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to the **insured** after a successful claim under this section of the policy, the **insured** must agree that Reasonable Prospects exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in Costs and Expenses is the value of the likely award; and
7. in respect of Section 4 – Legal defence (f) Jury service and court attendance the maximum the **insurer** will pay is the Person Insured's net salary or wages for the time that the Person Insured is absent from work less any amount the **insured**, the court or tribunal pays.

What the insurer will not pay

1. In the event of a claim, if the **insured** decides not to use the services of a Preferred Law Firm or tax consultancy, the **insured** will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the **insurer**.
2. If the **insured** is registered for VAT the **insurer** will not pay the VAT element of any Costs and Expenses.

3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** are using the **insured's** own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects). If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn.

Section 3 – Employment Disputes and Compensation Awards

A) Employment Disputes

Insured Incident

Costs and Expenses to defend the **insured's** legal rights:

- i) before the issue of legal proceedings in a court or tribunal;
 - 1) following the dismissal of an employee; or
 - 2) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- ii) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- iii) in legal proceedings in respect of any dispute with:
 - 1) a contract of employment with the **insured**; or
 - 2) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. unless equivalent legal expenses insurance was continuously in force before:
 - a) any dispute where the originating cause of action arises within the first 90 days of the start of this section of the policy
 - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section of the policy if the Date of Occurrence was within the first 180 days of the start of this section of the policy and the dispute relates directly to the same matter(s) which gave rise to that warning
 - c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which arises within the first 180 days of the start of this section of the policy
2. any claim in respect of damages for personal injury
3. employee internal disciplinary or grievance procedures
4. pursuing the **insured's** legal rights.

B) Compensation Awards

Insured Incident

The **insurer** will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of the **insured's** statutory duties under employment legislation in respect of a claim the **insurer** has accepted under insured incident 1 a).

Provided always that:

- 1 any sum of money in settlement of a dispute is awarded by a court, tribunal under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by the **insurer**.
- 2 the total amount payable by the **insurer** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance will not exceed £1,000,000.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any compensation award relating to the following:
 - a) trade union activities, trade union membership or non-membership
 - b) pregnancy or maternity rights, paternity, parental or adoption rights
 - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - d) statutory rights in relation to trustees of occupational pension schemes
2. non-payment of money due under a contract
3. any award ordered because the **insured** has failed to provide relevant records to employees under National Minimum Wage legislation
4. any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
5. a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

C) Employee Civil Legal Defence

Costs and Expenses to defend the Person Insured's legal rights if an event arising from a Person Insured's work as an employee leads to civil action being taken against them under legislation for unlawful discrimination.

D) Service Occupancy

Costs and Expenses to recover possession of premises owned by or for which the **insured** is responsible from the **insured's** employee or ex-employee.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any claim relating to defending the **insured's** legal rights other than defending a counter-claim that is an insured incident under this section of the policy.

Section 4 – Legal Defence

Insured Incident

At the **insured's** request:

- a) Costs and Expenses to defend the Person Insured's legal rights:
 - i) prior to the issue of legal proceedings when dealing with the:
 - 1) police; or
 - 2) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the Person Insured has or may have committed a criminal offence
 - ii) following an event which leads to the Person Insured being prosecuted in a court of criminal jurisdiction

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the Territorial Limit shall be any place where the Act applies.

Please note the **insurer** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the BUSINESS. Please see Section 2-Cover

- b) Costs and Expenses to defend the Person Insured's legal rights if civil action is taken against the Person Insured for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
 - i) an individual. The **insurer** will also pay any compensation award in respect of such a claim
 - ii) a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note the **insurer** will not pay any compensation award in respect of such a claim.

Provided that in respect of 2(b)(i) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by the **insurer**.

Please note the **insurer** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Special exclusion 3 of this Section.

- c) Cost and Expenses to defend the Person Insured's legal rights following civil action taken against the Person Insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance
- d) Costs and Expenses to defend the Person Insured's (other than the **insured's**) legal rights if civil action is being taken against them as trustee of a pension fund set up for the benefit of the **insured's** employees.
- e) Costs and Expenses for an appeal against the imposition or terms of any statutory notice issued under legislation affecting the **insured's** business
- f) the **insurer** will pay for a Person Insured's absence from work:
 - i) to perform jury service
 - ii) to attend any court or tribunal at the request of the Representative.

The maximum the **insurer** will pay is the Person Insured's net salary or wages for the time that they are absent from work less any amount the **insured**, the court or tribunal, have paid them.

The **insurer** will reimburse the **insured** for net salary or wages that they have paid the Person Insured for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

- 1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. Please note this exclusion applies to section a) i) of the Legal defence cover.
- 2. investigations or prosecutions for alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle. Please note this exclusion applies to sections a) i) and a) ii) of the legal defence cover
- 3. a) the loss, alteration, corruption or distortion of, or damage to stored personal data; or
b) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.
Please note this exclusion applies to section b) of the Legal defence cover.
- 4. an appeal against the imposition or terms of any Statutory Notice issued in connection with the **insured's** licence, mandatory registration or British Standard Certificate of Registration
- 5. a Statutory Notice issued by a Person Insured's regulatory or governing body.

Please note exclusions 4. and 5. apply to section e) of the Legal defence cover

- 6. any claim if the **insured** or the Person Insured are unable to prove the loss (Please note, this exclusion applies to section f) of the Legal defence cover.

Section 5 – Property Protection and Bodily Injury

A) Property Protection

Insured Incident

Costs and Expenses for the **insured's** legal rights in any civil dispute relating to property which is owned by or the responsibility of the **insured** following:

- i) any event which causes physical damage to such property
- ii) a legal nuisance (meaning any unlawful interference with the **insured's** use or enjoyment of the **insured's** land, or some right over, or in connection with it); or
- iii) a trespass.

Please note that the **insured** must have established, or there must be reasonable prospects of the **insured** establishing, the legal ownership or right to the physical property that is the subject of the dispute.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. a contract entered into by the **insured** (please refer to insured incident 4 Contract disputes, if operative)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by the **insured** unless the goods are at the premises for the purpose of installations or use in work to be carried out by the **insured**
4. mining subsidence
5. defending the **insured's** legal rights other than in defending a counter-claim
6. the enforcement of a covenant by or against the **insured**.

B) Bodily Injury

Insured Incident

At the **insured's** request, Costs and Expenses for a Person Insured's and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. any illness or bodily injury which develops gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending a Person Insured's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

Section 6 – Tax Protection

Insured Incident

Costs and Expenses for:

- a) a Tax Enquiry
- b) an Employer Compliance Dispute
- c) a VAT dispute.

Provided that the **insured** has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note the **insurer** will only cover tax claims which arise in direct connection with the activities of the **business**. Please see Section 2 – Cover

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Section 7 – Contract Disputes

This insured incident is only operative if shown in the schedule.

Insured Incident

Costs and Expenses for the **insured's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **insured** for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £250 (incl. VAT). If the amount in dispute exceeds £5,000 (incl. VAT), the **insured** must pay the first £500 of any claim. If the **insured** is using a Preferred Law Firm, the **insured** will be asked to pay this within 21 days of the **insured's** claim having been assessed as having Reasonable Prospects. If the **insured** is using their own law firm, this will be within 21 days of their appointment (following confirmation the **insured's** claim has Reasonable Prospects).

If the **insured** does not pay this amount the cover for the **insured's** claim could be withdrawn
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (incl. VAT)
- c) if the dispute relates to money owed to the **insured** a claim under this section of the policy is made within 90 days of the money becoming due and payable.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. unless equivalent legal expenses insurance was in force immediately before, any dispute arising from an agreement entered into prior to the start of this section of the policy if the Date of Occurrence is within the first 90 days of start of this section of the policy
2. a) a dispute relating to an insurance policy, other than when the **insured's** insurer refuses the **insured's** claim
b) the sale, purchase, terms of a lease, licence or tenancy of land or buildings other than a dispute with a professional advisor in connection with these matters
c) a loan, mortgage, pension, guarantee or any other financial product other than a dispute with a professional adviser in connection with these matters
3. a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **insured**. (Please refer to insured incident 1 Employment disputes and compensation awards.)
4. a dispute which arises out of the:
 - a) sale or provision of computer hardware, software, systems or services
 - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **insured's** own specification
5. a dispute arising from a breach or alleged breach of professional duty by a Person Insured
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Section 8 – Statutory Licence Protection

Costs and Expenses to represent the **insured** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms, of or refuse to renew, or cancel the **insured's** licence, mandatory registration or British Standard Certificate of Registration.

Exclusions

The **insurer** will not provide indemnity in respect of or arising from or relating to:

1. the original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

Section 9 – Special Exclusions

This section of the policy does not cover:

1. any claim reported to the **insurer** more than 180 days after the date the Person Insured should have known about the insured incident
2. Costs and Expenses incurred before the expressed acceptance of a claim by the **insurer**
3. fines, penalties, compensation or damages which the Person Insured is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1b) Compensation Awards and 2 Legal Defence
4. any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
5. any claim relating to rights under a franchise or agency agreement entered into by the **insured**
6. any wilful act or omission of a Person Insured deliberately intended to cause a claim under this section of the policy
7. a dispute with the **insurer** not otherwise dealt with under special condition 7
8. any claim relating to a shareholding or partnership share in the **business**
9. Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
10. legal action a Person Insured takes which the **insurer** or the Representative have not agreed to or where the Person Insured does anything that hinders the **insurer** or the Representative
11. when either at the start of or during the course of a claim the **insured** is declared bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
12. any claim relating to written or verbal remarks that damage the Person Insured's reputation
13. any claim where a Person Insured is not represented by a law firm, barrister or tax expert.

Section 10 – Special Conditions

1. A Person Insured must:
 - a) co-operate fully with the **insurer** and the Representative;
 - b) give the Representative any instructions that the **insurer** asks the **insured** to.
2.
 - a) On receiving a claim, if representation is necessary, the **insurer** will appoint a Preferred Law Firm or tax consultancy as the **insured's** Representative to deal with the **insured's** claim. They will try to settle the **insured's** claim by negotiation without having to go to court.
 - b) If the Representative cannot negotiate settlement of the **insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured** may choose a law firm or tax expert to act as the Representative. The **insurer** will choose the Representative to represent the **insured** in any proceedings where the **insurer** is liable to pay a compensation award.
 - c) If the **insured** chooses a law firm as the **insured's** Representative who is not a Preferred Law Firm or tax consultancy, the **insurer** will give the **insured's** choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most the **insurer** will pay is the amount the **insurer** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the **insurer** will pay a law firm (where acting as the Representative) is currently £100 per hour. This amount may vary from time to time.
 - d) The Representative must co-operate with the **insurer** at all times and must keep the **insurer** up to date with the progress of the claim.
3.
 - a) A Person Insured must tell the **insurer** if anyone offers to settle a claim and must not agree to any settlement without the **insurer** expressed consent.
 - b) If a Person Insured does not accept a reasonable offer to settle a claim the **insurer** may refuse to pay further Costs and Expenses.
 - c) The **insurer** may decide to pay a Person Insured the reasonable value of the claim that the Person Insured is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances a Person Insured must allow the **insurer** to take over and pursue or settle a claim in their name. A Person Insured must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit, any claim for compensation against any other person and a Person Insured must give the **insurer** all the information and help the **insurer** needs to do so.

4. a) A Person Insured must tell the Representative to have Costs and Expenses taxed, assessed or audited if the **insurer** asks for this.
- b) a Person Insured must take every step to recover Costs and Expenses that the **insurer** has to pay and must pay the **insurer** any Costs and Expenses that are recovered.
5. If a Representative refuses to continue acting for the Person Insured with good reason or if the Person Insured dismisses a Representative without good reason the cover the **insurer** provides will end at once unless the **insurer** agrees to appoint another Representative.
6. a) If a Person Insured settles a claim or withdraws their claim without the **insurer's** agreement or does not give suitable instructions to a Representative, the **insurer** can withdraw cover and will be entitled to re-claim any Costs and Expenses they have paid.
- b) If during the course of a claim Reasonable Prospects no longer exist the cover the **insurer** provides will end at once. The **insurer** will pay any Costs and Expenses and compensation awards they have agreed to, up to the date cover was withdrawn.
7. If there is a disagreement about the handling of a claim and it is not resolved through the **insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the **insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8. If there is a disagreement between a Person Insured and the **insurer** on the merits of the claim or proceedings, or on a legal principle, the **insurer** may suggest the Person Insured obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by the **insurer** and the cost expressly agreed in writing between the Person Insured and the **insurer**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Person Insured will recover damages (or obtain any other legal remedy that the **insurer** has agreed to) or make a successful defence. This does not affect the Person Insured's rights under Special Condition 7.
9. A Person Insured must:
 - a) keep to the terms and conditions of this section of the policy
 - b) take reasonable steps to avoid and prevent claims
 - c) take reasonable steps to avoid incurring unnecessary costs
 - d) send everything the **insurer** asks for in writing; and
 - e) report to the **insurer** full and factual details of any claim as soon as possible and give the **insurer** any information they need.
10. Apart from the **insurer** the **insured** is the only person who may enforce all or any of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.
11. If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim.
12. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured's** business is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

HOW TO MAKE A COMPLAINT

The **insurer** will always aim to give the **insured** a high quality service. If the **insured** thinks the **insurer** has let the **insured** down, the **insured** can contact the **insurer** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing the insurer's online complaint form at **www.das.co.uk/about-das/complaints**

Further details of the **insurer's** internal complaint-handling procedures are available on request.

If the **insured** is not happy with the complaint outcome or if the **insurer** has been unable to respond to the **insured's** complaint within 8 weeks, the **insured** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from **www.financial-ombudsman.org.uk**)

The insured can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

Using this service does not affect your right to take legal action.

DATA PROTECTION

To comply with data protection regulations the **insurer** of this section of the policy (DAS) is committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how the **insurer** collects and uses this information. A full copy of the **insurer's** privacy notice can be found on their website – www.das.co.uk/legal/privacy-statement. If you require a written copy of the **insurer's** privacy notice please email dataprotection@das.co.uk.

HOW THE INSURER COLLECTS THE PERSON INSURED'S INFORMATION

The **insurer** will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via the **insurer's** partners when you:

- purchase a DAS product;
- request or obtain a quote;
- use the policy, such as making a claim or using one of the insurer's helplines;
- request an update on your claim;
- make a complaint;
- use the **insurer's** websites;
- contact the **insurer** or one of its partners by telephone, by post or email, or when you communicate via online channels.

Types of information the **insurer** will typically ask for includes basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. The **insurer** will also need details of your claim, which may include sensitive personal information depending on the nature of the claim. The **insurer** will always be clear why they need this information and the purposes for which they will use it.

HOW THE INSURER WILL USE YOUR INFORMATION

The **insurer** will use your information to:

- manage your policy;
- manage your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide you with the services outlined in your policy;
- handle complaints;
- provide quotes and sell policies.

Where the **insurer** uses trusted third parties to provide services under the policy your information will be shared outside of the DAS Group. The **insurer** will also share information with your **insurer** or insurance intermediary where it is necessary to manage your policy. For more information about how the **insurer** uses your information, including how your information is shared outside of the DAS Group please visit the **insurer's** website www.das.co.uk/legal/privacy-statement.

Your information may be disclosed when the **insurer** believes in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS; employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

WHAT IS THE INSURERS LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

The **insurer** will use your personal information:

- because it is necessary for the performance of the **insurer's** contract with you or to take steps to enter into a contract with you;
- in order to comply with the **insurer's** legal obligations;
- because it is in the **insurer's** legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

WHAT ARE THE INSURED'S RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk.

Part Q – Impact Damage (Street Furniture)

Section 1 – Cover

In the event of **damage** to the **property** insured as specified in the Schedule from impact by any road vehicle or animal the **insurer** will pay to the **insured** the value of the **property** at the time of its **damage** or at the **insurer's** option reinstate or replace the **property** or any part of it.

Section 2 – Exclusions

1. Excess

The **insurer** will not be liable for an **excess** the amount of which is specified in the Schedule. Unless stated otherwise the **excess** will apply individually to each and every loss.

2. Terrorism

- a) This Policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act falling within sub-clause (b) below the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.
- b) An act falls within this sub-clause b) if it:
 - i) involves serious violence against a person; and/or
 - ii) involves serious damage to property; and/or
 - iii) endangers a person's life, other than that of the person committing the act; and/or
 - iv) creates a serious risk to health and safety of the public or a section of the public; and/or
 - v) is designed seriously to interfere with or seriously to disrupt an electronic system.
- c) This Policy does not cover loss, destruction, damage, cost or expense occurring anywhere in the world caused by or contributed to by or arising or resulting from whether directly or indirectly any act or acts of any person or persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.
- d) In any action or suit or other proceedings where the **insurer** alleges that by reason of this **exclusion** cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the **insured**.

3. Northern Ireland

This Policy does not cover loss, destruction, damage, cost or expense in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of Civil Commotion.

Section 3 – Special Condition

The sum insured by each item of this Part is declared to be separately subject to **average**.

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

Part R – Terrorism

Section 1 – Special Definitions

Act of Terrorism

any act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

Computer System

a computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

Data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.

Denial of Service Attacks include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

Hacking

unauthorised access to any Computer System whether the **insured's** property or not.

Phishing

any access or attempted access to Data made by means of misrepresentation or deception.

Virus or Similar Mechanism

program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor Computer Systems, Data or operations, whether involving self-replication or not.

Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Section 2 – Cover

In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an Act of Terrorism; or
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and that refusal is reversed by the decision of a validly constituted tribunal

the **insurer** will by this Terrorism cover provide cover for accidental loss of or damage to material property (hereafter referred to as 'Damage') and consequential loss proximately caused by such Act of Terrorism in so far and to the extent that such Damage and consequential loss is insured under parts A, B, C, D and L of this policy.

Provided always that:

- 1) the liability of the **insurer** will not exceed:
 - A) in the whole the total sum insured
 - B) in respect of any item its sum insured
 - C) any other limit of indemnitystated in the schedule at the time of the loss or damage
- 2) such Damage and consequential loss occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man

- 3) in any action, suit or other proceedings where the **insurer** alleges that any Damage and consequential loss is not covered under section 2 the burden of proving that such Damage and consequential loss is covered will fall upon the **insured**
- 4) the insurance effected by section 2 excludes:
- A) any losses whatsoever:
- a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - i) damage to or the destruction of any Computer System; or
 - ii) any alteration, modification, distortion, erasure or corruption of Data
 in each case whether the property of the **insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack

Proviso to exclusion 4) A) b)

save that Covered Loss otherwise falling within this exclusion 4) A) b) will not be treated as excluded by exclusion 4) A) b) solely to the extent that such Covered Loss:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii) comprises:
 - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured; or
 - 2) the amount of business interruption loss suffered directly by the **insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured to which access is affected; or
 - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the **insured** to avoid or diminish such loss

and

- iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- iv) for the purposes of this Proviso
 - 1) the meaning of 'Property' shall exclude:
 - A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
 - B) any Data
 - 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of Property insured, the proximate cause of which is an Act of Terrorism
- v) notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under section 2 of this part.

In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under section 2 of this part

- B) any type of property which has been specifically excluded under parts A, C, D and L
 - C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**
- 5) save for the exclusions listed in 4) above no other exclusions applicable to parts A, B, C, D and L will apply to the insurance effected by section 2 of this part. All the other terms, definitions, provisions and conditions of said parts including but not limited to any **excess** or deductible to be borne by the **insured** will apply to the insurance effected by section 2 of this part except for:
- A) any Long Term Agreement applying to this policy
 - B) any terms which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance
 - C) any extension of **premises** to locations outside England and Wales and Scotland.

2.1 Uncertified Terrorism

In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an Act of Terrorism and such refusal is upheld by the decision of a validly constituted tribunal general exclusion 3 will not apply to parts A, B, C and L in respect of such event or occurrence.

Provided always that:

- a) such **damage** and/or **consequential loss** occurs in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- b) the liability of the **insurer** will not exceed:
 - i) in the whole the total sum insured
 - ii) in respect of any item its sum insured
 - iii) any other limit of indemnitystated in the schedule to parts A, B, C, D and L at the time of the said event or occurrence
- c) save for proviso a) above the terms, definitions, provisions and conditions applicable to parts A, B, C, D and L will apply to this clause.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | Company Number 103274

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Zurich Management Services Limited

Registered in England and Wales, number 2741053.

Registered Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Municipal is a trading name of Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114,

registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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

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

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Select for Local Councils

Notice to policyholders

This document details the main changes to the updated policy wording. It does not contain a record of every amendment or those made to individual client policies. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations and exclusions of the policy cover.

Part E - Public Liability

Abuse - Special Provision

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

Part I - Motor Vehicles

Motor - Law Applicable - Special Condition

- A new law applicable special condition has been added so that the law and courts of the place where the vehicle is used for the majority of the period of insurance applies. If there is any disagreement about which law applies, the law and courts of the place where the vehicle is registered will apply.

Zurich Municipal is a trading name of Zurich Insurance Company Ltd

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

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

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

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MLABNA05 (04/23)

Certificate of Employers' Liability Insurance(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

Policy No.	YLL-2720873563
1. Name of policyholder	Melksham Without Parish Council
2. Date of commencement of insurance policy	01/06/2024
3. Date of expiry of insurance policy	31/05/2025


We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)

2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance Company Ltd (Authorised Insurer).

Signature



Tim Bailey

Chief Executive Officer of Zurich Insurance Company Ltd, UK Branch

Notes

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

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

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

To Whom It May Concern

Name of Insured: Melksham Without Parish Council

This is to confirm that Melksham Without Parish Council have in force with this Company until the policy expiry on 31st May 2025 insurance incorporating the following essential features:

Policy Number: YLL-2720873563

Renewal Date: 1st June 2025

Limits of Indemnity:

Public Liability:	£10,000,000 minimum*
	any one event
Products Liability:	£10,000,000 minimum*
	for all claims in the aggregate during and one period of insurance
Pollution Liability:	As per Products Liability
Official's Indemnity:	As below

*Please refer to your Policy Schedule for your exact Limit of Indemnity

Zurich's Public Liability cover includes financial loss for your councillors. We indemnify them in respect of all sums which you may become legally liable to pay as damages and claimants costs and expenses for financial loss arising as a result of a negligent act or accidental error or omission, alleged or committed.

Whilst other insurers will offer separate officials indemnity; we feel our Public Liability cover offers a bespoke solution for the needs of Parish and Town Councils

Excess:

Public Liability/Products Liability/Pollution Liability: £100 each and every claim in respect of Third Party Property Damage

Indemnity to Principals

Covers include a standard Indemnity to Principals Clause in respect of contractual obligations.

Full Policy

The policy documents should be referred to for details of full cover.

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

Marianne Rossi

From: Marianne Rossi
Sent: 10 May 2024 12:53
To: Daniel_Dorney@ajg.com
Cc: Teresa Strange
Subject: RE: Your Gallagher Cyber Insurance Renewal [Version Ref: 114863283]

Hi Daniel,

Many thanks for sending the cyber security quote to us, I just had a look at the statement of fact and just want to query something with you please? One of the clauses in the statement of fact is as follows:

- Does the Insured deploy a business grade firewall at all external gateways of their network and a business grade antivirus application across your entire network, including servers or endpoints?

The three council officers use the council laptops mostly in the office which has a business grade firewall; however, there are times when officers do work from home where they will only have a domestic firewall. Would this affect this policy? Additionally, we have 13 councillors who have been issued with council laptops to undertake council business and have access to their own council email account to view emails and council agenda packs etc at home. Again, as they are using the laptop at home they would only have a domestic grade firewall. They don't have access to the parish councils shared drive which is where all the councils documents are stored. As per above will this affect our policy?

Many thanks

Kind Regards,
Marianne

Marianne Rossi
Finance and Amenities Officer
Melksham Without Parish Council
First Floor
Melksham Community Campus
Market Place
Melksham
SN12 6ES
01225 705700
www.melkshamwithout-pc.gov.uk

Want to keep in touch?

Follow us on facebook: [Melksham Without Parish Council](#) or [Teresa Strange \(Clerk\)](#) for additional community news

On twitter: [@melkshamwithout](#)

On Instagram: [melkshamwithoutpc](#)

Quotation Schedule

POLICY REFERENCE:	5116887
BINDING AUTHORITY REFERENCE:	B11791268023000
THE POLICYHOLDER:	Melksham Without Parish Council
PRINCIPAL ADDRESS:	Sports Pavilion Westinghouse Way Bowerhill Melksham, Wiltshire SN12 6TL
THE INSURER:	Underwritten by certain underwriters at Lloyd's'
BUSINESS:	Council
BROKER:	Arthur J. Gallagher Insurance Brokers Limited
PERIOD OF INSURANCE:	FROM: 01 June 2024 TO: 31 May 2025 Both days inclusive Local Standard Time at the Policyholder's Principal Address stated above in this Schedule
LIMIT OF LIABILITY:	Limit of Indemnity: £250,000 This is the maximum amount in the aggregate that the policy will pay including Defence Costs , irrespective of the number of Claims, Losses, Business Interruption Losses or Cyber Events giving rise to an indemnity under this policy Sub-Limit of Liability: £25,000 Funds Transfer Fraud and Theft of Funds Held in Escrow
RETENTION:	Retention each and every Cyber Event: £1,000 Save that:- In respect of cover under Clause 1.2 the Waiting Period is 8 hours per Business Interruption Event . The Retention above will apply to each and every Business Interruption Event once the Waiting Period has been satisfied. In respect of cover under Clause 1.3 the Retention is NIL
PREMIUM:	£328.00
INSURANCE PREMIUM TAX:	£39.36
TOTAL:	£367.36
POLICY WORDING:	OSR: Cyber Plus v2022.1
RETROACTIVE DATE:	Unlimited
LAW AND JURISDICTION:	This agreement is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales
TERRITORY:	Worldwide
SEAT OF ARBITRATION:	England and Wales

ENDORSEMENTS:

Please refer to the endorsement library contained within the policy wording for the full text of the endorsement were only the title is shown.

001: AMENDED GENERAL DEFINITION 2.2

AMENDED GENERAL DEFINITION 2.2

It is hereby noted and agreed that General Definition 2.2 is deleted and replaced with the following:

Business Interruption Loss means the **Insured's** reasonable expenses necessary to maintain the operation, functionality or services of the **Insured's** business, as direct result of a **Business Interruption Event** but only:

- (i) after the expiration of the **Waiting Period**, and
- (ii) until the date on which the **Insured's** business is restored to the same or equivalent condition, functionality and service that existed prior to the loss, however not exceeding 180 days from the date on which the outage, interruption or degradation commenced, such 180 day period not to be limited by the expiration of **Period of Insurance**;

Business Interruption Loss shall also include costs and expenses incurred to avoid mitigate the effects of a system outage or network interruption or degradation of the network, preserve evidence and/or substantiate the Insured's loss.

FTF: FUNDS TRANSFER FRAUD/THEFT OF THIRD PARTY FUNDS ENDORSEMENT

The above policy (in this endorsement, the **Policy**) is amended as follows. Words in bold have the meanings defined in the above **Policy**, as amended by this endorsement.

SCHEDULE

The following provisions are inserted to the **Policy** Schedule:

FUNDS TRANSFER FRAUD / THEFT OF THIRD PARTY FUNDS COVER

Inception Date of coverage applicable to Funds Transfer Fraud Event cover and Third Party Funds Theft Event cover granted under this endorsement:	01 June 2019
Retention each and every Fund Transfer Fraud and/or Third Party Funds Theft Event :	£500
Maximum aggregate sum the Insurer will pay in respect of any and all Funds Transfer Fraud(s) and / or Third Party Funds Theft Event(s) under the Policy :	£25,000

The aggregate sum set out above shall be part of and not in addition to the **Limit of Liability** set out in the **Policy** Schedule.

1. INSURANCE COVER

NEW COVERS

The following provisions are inserted into the **Policy**:

*In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, up to the maximum aggregate sum above, for:*

- 1.5 any loss of funds or assets of the Insured, which: (i) occurs on or after the above Inception Date; (ii) is notified to the Insurer during the Period of Insurance in compliance with the Policy terms; and (iii) is the sole and direct result of a Funds Transfer Fraud Event.
- 1.6 any Loss arising from any Claim against the Insured by any Third Party which (i) occurs on or after the above Inception Date, (ii) is notified to the Insurer during the Period of Insurance in compliance with the Policy terms; and (iii) is the sole and direct result of a Third Party Funds Theft Event.

2. GENERAL DEFINITIONS

The definition of **Claim** at clause 2.3 is deleted and replaced by the following definition:

Claim means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event, Media Liability Event, Network Security Event.**

Funds Transfer Fraud Event or Third Party Funds Theft Event.

NEW DEFINITIONS

The following definitions are inserted into the **Policy**:

“**Funds Transfer Fraud Event** means the commission by any **Third Party**:

- i. via **Unauthorised Access** leading to any unauthorised electronic transfer of the **Insured's** funds or other financial assets from the **Insured's** computer system or network due to the fraudulent manipulation of electronic documentation which is stored on the **Insured's** computer system;
- ii. of theft of funds or other financial assets from the **Insured's** bank account by electronic means, if the bank is unable to restore the **Insured** to the exact same financial position they were in prior to the **Funds Transfer Fraud Event** taking place
- iii. of theft of money or other financial assets from the **Insured's** corporate credit cards by electronic means; and / or
- iv. of any phishing, vishing or other social engineering attack against the **Insured** that results in the unauthorised transfer of **Insured's** funds or other financial assets to a **Third Party**

Third Party means any legal entity or natural person who is not an **Insured**.

Third Party Funds Theft Event means the theft of money or other financial assets belonging to a **Third Party** for which the **Insured** is legally liable as a result of **Unauthorised Access** into the **Insured's** computer system.

3. EXCLUSIONS

Exclusion 3.13 of the **Policy** is deleted and replaced with the following exclusion:

*The Insurer shall not be liable to make any payment or provide any benefit or service in respect of any **Claim** or **Loss**:*

- arising out of the electronic transfer of any funds, monies or goods belonging to the **Insured**, or for which the **Insured** is legally responsible, except for a **Fund Transfer Fraud Event** or **Third Party Funds Theft Event**.

NEW EXCLUSIONS

The following exclusions are inserted into the **Policy**:

*The Insurer shall not be liable to make any payment or provide any benefit or service in respect of any **Claim** or **Loss**:*

- for any **Loss** or other financial losses in any way directly or indirectly connected with cryptocurrencies are excluded from the cover provided under the "FUNDS TRANSFER FRAUD / THEFT OF THIRD FUNDS PARTY" endorsement in respect of any **Funds Transfer Fraud Event** or **Third Party Funds Theft Event**.
- for any **Loss** or other financial losses caused by any **Funds Transfer Fraud Event** or **Third Party Funds Theft Event** where such event is perpetrated by, or with the knowledge or collusion of, any director, partner or employee of the **Insured**.

All other terms and conditions of the **Policy** remain unchanged

LMA3100: SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

LMA3100
15/09/10

LMA5256: INSURANCE ACT 2015 - FRAUDULENT CLAIMS CLAUSE

1) If the Insured makes a fraudulent claim under this insurance contract, the Insurer:

- a) Is not liable to pay the claim; and
- b) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
- c) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If the Insurer exercises its right under clause 1) c) above:

- a) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b) The Insurer need not return any of the premiums paid.

3) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause 1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

LMA5256
16 March 2016

LMA5289: NUCLEAR AND RADIOACTIVE CONTAMINATION EXCLUSION (LIABILITY)

This contract does not cover any actual or alleged loss, liability, damage, defence cost, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

LMA5289
14/06/07

LMA5396: COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LSW1001: SEVERAL LIABILITY NOTICE INSURANCE

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

LSW1001
08/94

NMA0464: WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA464
01/01/38

NMA1270: RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

This Policy does not cover

- a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NMA1270
03/12/1959

PCI COVERAGE EXCLUSION

It is hereby noted and agreed that cover for **PCI Fines and Assessment Costs** are excluded from the policy.

All other terms and conditions to remain unchanged.

TELEPHONE HACKING NEW: TELEPHONE HACKING ENDORSEMENT

The above policy is amended as follows. Words in bold have the meanings defined in the **Policy**.

SCHEDULE

The following provisions are inserted into the **Policy** Schedule:

TELEPHONE HACKING COVER

Inception date applicable to any Telephone Hacking Event :	01 June 2019
Retention each and every Telephone Hacking Event :	£1,000
Maximum aggregate sum the Insurer will pay in respect of any and all Telephone Hacking Events :	£250,000

The aggregate sum set out above shall be part of and not in addition to the **Limit of Liability** set out in the **Policy** Schedule.

1. INSURANCE COVER

NEW COVER

The following provision is inserted into the **Policy**:

*In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, up to the maximum aggregate sum above, for:*

- 1.7 any **Loss** arising from a **Claim** against the **Insured** made by a **Telcom Provider** which (i) occurs on or after the above **Inception Date**, (ii) is notified to the **Insurer** during the **Period of Insurance** in compliance with the **Policy** terms; (iii) and is the sole and direct result of a **Telephone Hacking Event**.

2. GENERAL DEFINITIONS

The definition of **Claim** at clause 2.3 is amended by including the following at the end of the definition:

Claim means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event**, **Media Liability Event**, **Network Security Event**

or **Telephone Hacking Event** (where that written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding is made by a **Telcom Provider**).

NEW DEFINITIONS

The following definitions are inserted into the **Policy**:

Telcom Provider means any telephone or communications service provider with whom the **Insured** has a written contract for the provision of telephony or communication services.

Telephone Hacking Event means any **Unauthorised Access** to the **Insured's** internal digital telephony infrastructure.

All other terms and conditions of the **Policy** remain unchanged.

TERRITORIAL RESTRICT 0704: TERRITORIAL RESTRICTION ENDORSEMENT (07/04/2022)

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:

- i. entity organized or incorporated pursuant to local law of the **Specified Area**, or headquartered in a **Specified Area**;
- ii. natural person during such time such natural person is located in a **Specified Area**;
- iii. part of a claim, action, suit or proceeding brought or maintained in a **Specified Area**;
- iv. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any part property (tangible or intangible) located in a **Specified Area**, including, but not limited to, any computer system, data, digital assets, money or securities located in a **Specified Area**.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Belarus; or
- b. The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control; legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

All other terms, conditions and exclusions remain unchanged.

Signed by and on behalf of Optimum Speciality Risks:



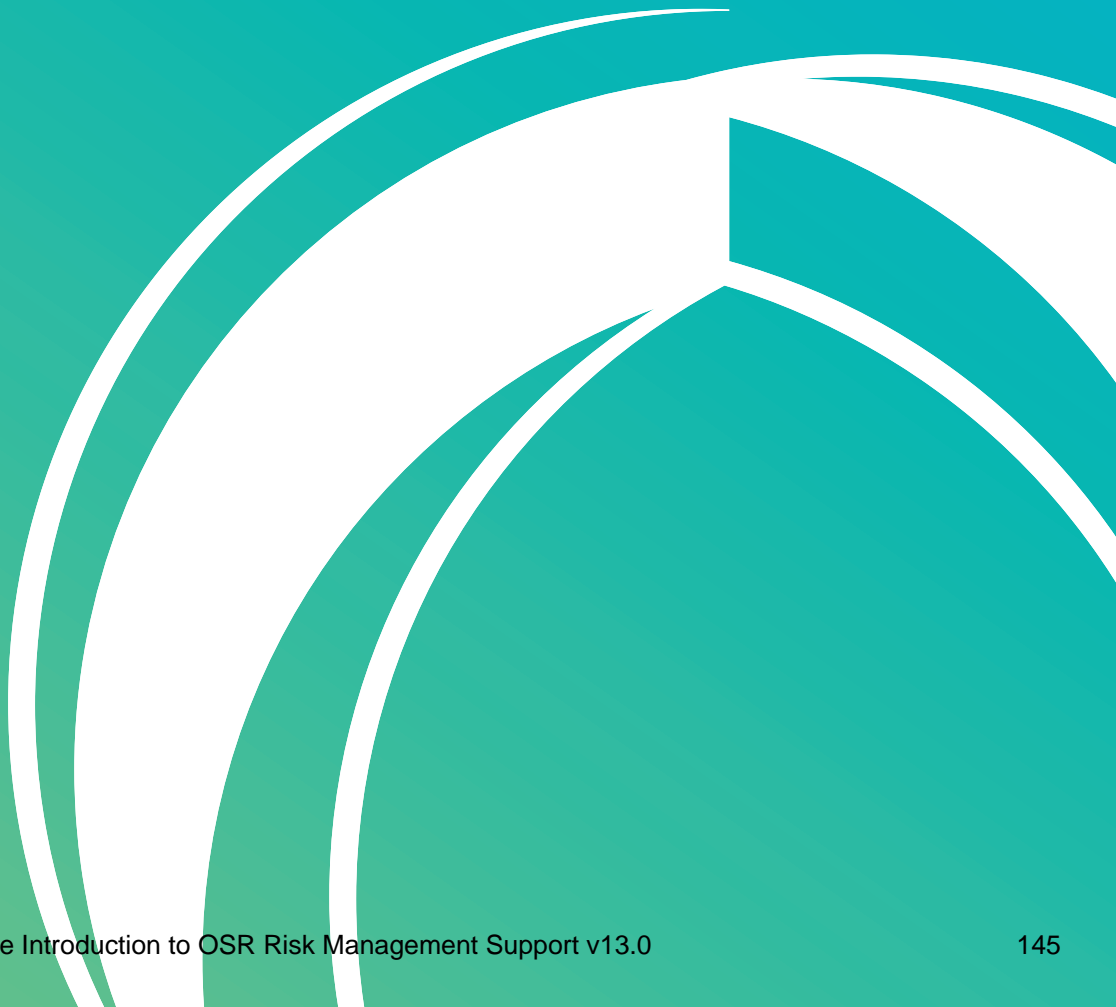
Freddy Knight
Optimum Speciality Risks
150 Minorities,
London,
EC3N 1LS

Optimum Speciality Risk acts as agent of the Insurer in performing its duties under the Binding Authority, including binding cover and collecting premiums.

Optimum Speciality Risk is a trading name of Independent Broking Solutions Limited and is authorised and regulated by the Financial Conduct Authority (FCA) under company number 312026 Registered Office: Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex, CO5 9HE. Registered in England and Wales No: 616849

Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Office: One Lime Street, London, EC3M 7HA.

Introduction to OSR Risk Management Support



Avast CloudCare

Avast CloudCare included with your Optimum Cyber Plus Policy

OSR have partnered with Avast to help protect your staff from viruses, cyber-attacks and loss of data. Avast is one of the largest security companies in the world using next-gen technologies to fight cyber-attacks in real time.

Avast CloudCare solution includes award-winning anti-virus, firewall, endpoint protection and data backups for your organisation. As an OSR policyholder, you are eligible for up to 30 device licences of Avast CloudCare free of charge. You will also be given 300GB of Cloud storage.

Product overview:

- File Shield scans files and programs before allowing them to open or run.
- CyberCapture sends suspicious files to the Threat Lab for analysis.
- Firewall filters network traffic and stops untrusted connections.
- Behaviour Shield stops dangerous programs and applications on your device.
- Web Shield blocks dangerous websites before they open.
- Email Shield continuously checks for threats in incoming and outgoing emails.
- Anti-spam blocks unwanted spam and phishing emails.
- Smart Scan quickly checks for any performance or security issues.
- Sandbox is a safe environment to test dubious files and programs.
- Wi-Fi Inspector discovers vulnerabilities in your network.
- Real Site keeps you away from fake sites designed to steal your data.
- Rescue Disk creates an external backup antivirus to salvage compromised PCs.
- Data Shredder permanently deletes files you don't want recovered.
- Browser Clean up erases junk files slowing down your browser.
- Webcam Shield alerts you before your webcam is turned on to protect your privacy.
- Passwords protects your passwords and streamlines your online accounts.
- Secure line VPN makes open, vulnerable networks safe, anywhere in the world.
- Supported devices: Windows PCs, Windows 7 SP1 or higher (32-bit, 64-bit), Windows 8/8.1, except RT & Starter edition (32-bit, 64-bit), Windows 10, except Mobile & IoT core edition (32-bit, 64-bit)

Please contact a member of our team if you have any questions. We are here to help.



Protect Customer Data

It's crucial that customers know their data is secure. With Avast CloudCare, data is protected both in-transit and at rest using three-tier encryption. Avast CloudCare data centre's also have ISO9001 and ISO27001 certification giving customers peace of mind that their data won't be compromised.



Restore and Back up anytime

Set schedules to automatically back up data whenever a device is connected to the Internet. Should the worst happen, customer data can be restored on-demand ensuring the impact of any data loss is minimized.



Data Reporting

Generate real-time reports on stored data usage, individual device usage, backup plans, history and much more.



View and restore files anytime

If data is lost or becomes corrupt, backed up data can be viewed and restored directly from the Avast CloudCare portal.



SQL and Exchange back up

Backup and restore SQL 2008 and 2012 databases, Exchange 2003, 2007, 2010 and 2013 mailbox databases from the Avast Business Cloud Care portal.



Protect Servers

ShadowProtect® enables you to image and back up servers to protect against hardware failures, lost information or even issues that arise with a location move.



CloudCare Architecture

- 256-bit AES encryption at device level
- 128-bit SSL encryption in transit
- 256-bit AES encryption at data centres
- Private Cloud, fully redundant data centres
- Secure user password enforcement
- Compatible with existing firewalls
- Log in to CloudCare using your Apple iPhone™ & iPad™ with our CloudCare app

Please contact a member of our team if you have any questions. We are here to help.

GDPR 123

Training and Consultancy

Benefits

Increasingly, we are seeing cyber criminals focus more on hacking people than hacking networks so it is essential to ensure your staff are properly educated and prepared, should the worst happen. Via GDPR 123, OSR will provide you with online employee awareness training on matters of GDPR compliance, Cyber Security and Data Protection.

In addition to this, GDPR 123 will provide you with a complimentary one hour consultation to discuss all things GDPR. We understand that GDPR remains an area of concern for many businesses and the experts at GDPR 123 will spend this hour helping to ensure you are compliant. From your Privacy Policy to Data Retention policy, GDPR 123 will dispel all of your GDPR worries.

How GDPR 123 training will help:

Compliance

GDPR 123 training will help you to meet your obligations under:

1. The GDPR regulations
2. The Directors' due diligence criteria
3. The ICO's Breach Response question
4. Staff disciplinary scenarios

Cyber Awareness Training in the following areas:

1. Email and Password security
2. Virus's and Malware
3. Using the internet and cloud services more safely
4. Social media
5. Physical security

Data Awareness Training:

1. Disposal of data
2. Data Classification (PII, Special Category, Corporate Sensitive, Prohibited Data)
3. Data Rights and Freedoms
4. Methods of Communication
5. Data Collection and Handling
6. Data Sharing
7. Data Law

Overview

Our objective is to help your organisation to help itself. From training new and existing staff to identify and mitigate areas of weakness, thereby reducing risk, to ensuring those actions have, and continue to be, acted upon, by providing high level reports to senior management and department managers, with drill down capabilities for your IT team, where a problem is identified.

Please contact a member of our team if you have any questions. We are here to help.



T: +44 (0) 20 3675 0910
E: support@optimumsr.co.uk
W: www.optimumsr.co.uk
150 Minories, London, EC3N 1LS

Notice to Policyholder

OSR: Cyber Plus v2022.1 replacing OSR: Cyber Plus v2021.3

This guide details the main changes to the updated policy wording. It does not contain a record of every change. Please ensure that you read in full any documentation provided in conjunction with the updated policy wording to determine the full terms, conditions, limitations, and exclusions of the policy cover.

Defined Words

- Computer System definition added

Exclusions

- Clarify in the critical infrastructure exclusion that internet service provider (including any provider of internet connectivity) be included which was always intended.
- State backed cyber exclusion added, in line with Lloyds requirements

General

- Endorsements Library removed from wording, all applicable endorsement noted on schedule
- Telephone Hacking Sublimit is reduced so no longer the same level as the main cover

OSR Cyber Insurance



Insurance Product Information Document

This insurance is underwritten by Talbot Underwriting Ltd, and has been arranged and has been administered by Optimum Speciality Risk ("OSR"). OSR is a trading name of Independent Broking Solutions Limited which is authorised and regulated by the Financial Conduct Authority with number 312026. Registered address: 150 Minorities, London, EC3N 1LS. Registered in England No. 616849.

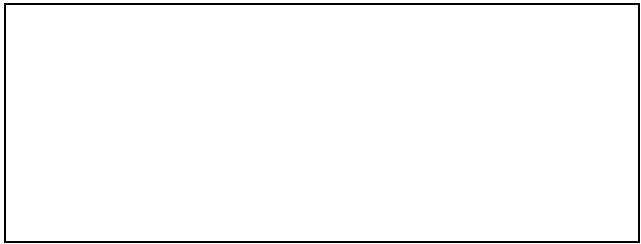
This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request from your broker. Complete pre-contractual information on the product (terms and conditions of this insurance) is provided in other documents.

What is this type of insurance?

This policy will protect your business from cyber-attack and any liabilities that arise due to a breach of privacy legislation, including but not limited to the Data Protection Act and the General Data Protection Regulation (GDPR). Cover is also provided for Media Liability and Payment Card Industry Fines and Penalties. You have direct access to a 24/7/365 helpline in the event of an incident.

 What is insured?	 What is not insured?
<p>Following a Cyber Event (defined as unauthorised access, an operator error, a denial of service attack or the introduction of any malware, including ransomware) into or against your network or any cloud provider with whom you have a written contract:</p> <ul style="list-style-type: none"> ✓ Re-instatement of your data, ✓ Loss of your gross profit caused by the Cyber Event, ✓ A specialist IT forensic company to investigate the cause and scope of the Cyber Event. <p>Following your loss of third party data or a breach of any privacy legislation worldwide (a Data Liability Event) :</p> <ul style="list-style-type: none"> ✓ Defence Costs, we will appoint a specialist law firm to defend you, ✓ A specialist IT forensic company to investigate what data has been compromised, ✓ Costs to notify data subjects if this is required by legislation or considered necessary to protect your reputation, ✓ A Public Relations Company to protect and mitigate any damage to your reputation. <p>In addition, where this data relates to credit or debit card information:</p> <ul style="list-style-type: none"> ✓ Credit monitoring costs for affected individuals, ✓ Any fines and penalties that you are required to pay by the Payment Card Industry as well as Assessment Costs that includes fraudulent transactions for which you are liable. ✓ Your legal liability for the transmission of a virus to a third party, or your unknowingly taking part in a denial of service attack. ✓ Your legal liability for accidentally infringing any copyright or trademark, or any defamation, provided always that this liability is incurred in undertaking your usual business practices. ✓ A loss arising from a claim made by a Telecom Provider which arises from any unauthorised access to your internal digital telephony infrastructure. 	<ul style="list-style-type: none"> ✗ Any bodily injury or physical damage. Note that (i) data is not considered to be physical property; (ii) redundant devices as a result of a cyber event are excluded unless the additional Bricking cover is purchased as part of the optional Fund Transfer Fraud/Bricking endorsement). ✗ Any claims or losses about which you were aware but did not tell us before incepting the policy. ✗ Any losses attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any Principal, Partner or Director of your business. ✗ Any gross profit loss where the interruption to your network is less than the Waiting Period shown in the schedule. ✗ Any losses caused by the failure of electricity or telecommunications. ✗ Any statutory fines, unless these are considered to be insurable at law. Note this does not apply to Payment Card Industry fines and penalties. ✗ Any losses caused by bankruptcy, insolvency or liquidation of you or your cloud service provider. ✗ Any losses caused by the loss of media without password or biometric protection (including smartphones, tablets and laptops). ✗ Any losses caused by a breach of any anti-Spam legislation anywhere in the world.

- ✓ Theft or unauthorized transfer of your funds by electronic means.
- ✓ Phishing or social engineering resulting in transfer of your funds to an unintended party.
- ✓ Third party funds held in your account being transferred to an unintended party.



Are there any restrictions on cover?

- ! You are responsible for the excess / retention amount (including the waiting period) as shown on your policy documents.
- ! Endorsements may apply to your policy. These will be shown in your policy documents.
- ! Fund Transfer Fraud and Bricking is excluded from the policy, unless purchased as additional coverages



Where am I covered?

- ✓ Your policy will respond to losses anywhere in the world and will also defend you (if necessary) anywhere that an action is taken against you, including the United States and its dependent territories.



What are my obligations?

- Prior to the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell **Optimum Speciality Risks** as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- In the event of a suspected damage, loss or potential claim you must contact the helpline number given in your policy.
- You must not admit any liability or enter into any settlements without our prior written consent.
- You must co-operate with us, and any counsel that we may appoint.
- You should take all reasonable steps to prevent further loss or damage.
- Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy



When and how do I pay?

- Your broker will advise you of the full details of when and the options by which you can pay.



When does the cover start and end?

- Your period of insurance is given in your policy document and is usually (but not always) of 12 months duration.



How do I cancel the contract?

You may cancel this policy after the fourteen (14) day cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered and the administrative cost of providing the insurance.

You may cancel this policy at any time by contacting OSR on +44 (0) 203 675 0910 or at 150 Minorities, London, EC3N 1LS or your broker, and such cancellation being effective 10 business days after such notice is received by OSR. In such case, OSR shall refund any unearned premium calculated at pro rata rate of the annual premium, except in the event of a Claim having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by OSR.

This policy may not be cancelled by OSR except for non-payment of the premium, upon expiry of a period of notice of not less than 21 days.



OSR: Cyber Plus

This insurance has been arranged and has been administered by Optimum Speciality Risks ("OSR"). OSR is a trading name of Independent Broking Solutions Limited which is authorised and regulated by the Financial Conduct Authority with number 312026. Registered address: 150 Minorities, London, EC3N 1LS. Registered in England No. 616849.

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1. Insurance Cover

In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, up to the maximum aggregate limit of liability (both as stated in the Schedule), for:

- 1.1 **Loss of the Insured** in respect of any **Claim** first made against the **Insured** and reported to the **Insurer** during the **Period of Insurance**;
- 1.2 **Business Interruption Loss** resulting from a **Business Interruption Event** commencing on or after the **Retroactive Date** and first discovered and notified by the **Insured** to the **Insurer** during the **Period of Insurance**;
- 1.3 **Remediation Costs** incurred by the **Insured** following an actual or threatened **Business Interruption Event, Data Liability Event** or **Network Security Event** first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**;
- 1.4 **Loss of the Insured** in respect of **PCI Fines and Assessment Costs** caused by a **Data Liability Event** discovered by the **Insured** and reported to the **Insurer** during the **Period of Insurance**.

The cover available under this policy is subject to the operation of Exclusion 3.7 which overrides all other terms of this policy.

2. General Definitions

- 2.1 **Business Interruption Event** means:
- (i) a **Cyber Event** that causes any unplanned system outage, network interruption, or degradation of the **Insured's Computer System**, or the **Computer System** of any **Cloud Service Provider** or
 - (ii) a **Reputational Harm Event**.
- 2.2 **Business Interruption Loss** means the **Insured's** loss of gross profit, plus reasonable expenses necessary to maintain the operation, functionality or service of the **Insured's** business, as a direct result of a **Business Interruption Event**, but only:
- (i) in respect of a **Cyber Event**, after the expiration of the **Waiting Period**, and
 - (ii) until the date on which the **Insured's** business is restored to the same or equivalent trading conditions, functionality and service that existed prior to the loss, however not exceeding 180 days from the date on which the outage, interruption or degradation commenced, such 180 day period not to be limited by the expiration of the Period of Insurance;
- Business Interruption Loss** shall also include costs and expenses incurred to avoid or mitigate the effects of a system outage or network interruption, discover and minimize such interruption or degradation of the network, preserve evidence and/or substantiate the **Insured's** loss.
- 2.3 **Claim** means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event**, **Media Liability Event** or **Network Security Event**.
- 2.4 **Cloud Service Provider** means any third party with whom the **Insured** has a written contract for the provision of computing services, infrastructure platforms or business applications. **Cloud Service Provider** does not include any **Social Media Platform**.
- 2.5 **Computer System** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure 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.
- 2.6 **Credit Monitoring Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer** for the monitoring services of identity or credit theft including the purchase of identity theft insurance for a period of 12 months from the date of any **Data Liability Event**.
- 2.7 **Cyber Event** means:
- (i) **Unauthorised Access**;
 - (ii) **Operator Error**;
 - (iii) a denial of service attack;
 - (iv) the introduction of any **Malware** into a **Computer System** owned or operated by an **Insured**, including the **Computer System** of any **Cloud Service Provider**.

- 2.8 **Cyber Extortion Costs** means the reimbursement of reasonable fees, costs and expenses incurred by the **Insured**, or paid on the **Insured**'s behalf, with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, to terminate or mitigate any credible threat of a **Business Interruption Event**, **Data Liability Event** or **Network Security Event** resulting from an actual or attempted extortion by a third party.
- 2.9 **Cyber Operation** means the use of a **Computer System** by or on behalf of a **State** to disrupt, deny, degrade, manipulate or destroy information in a **Computer System** of or in another **State**.
- 2.10 **Data Liability Event** means:
- (i) the loss or suspected loss of any third-party non-public data or information for which the **Insured** is legally responsible;
 - (ii) the breach of any privacy legislation worldwide by the **Insured** or someone for whom the **Insured** is legally responsible
- provided always that such **Data Liability Event** occurs on or after the **Retroactive Date** specified in the Schedule.
- 2.11 **Data Restoration Costs** means reasonable fees, costs and expenses for the restoration and/or replacement of data and/or programs that have been lost, erased corrupted or encrypted by a **Cyber Event** or **Data Liability Event** and costs to prevent or minimise any further damage and preserve material evidence of civil, criminal or malicious wrongdoings. These costs include the cost of purchasing replacement licenses for programs where necessary.
- 2.12 **Defence Costs** means reasonable fees, costs and expenses (including but not limited to lawyers' fees and experts' fees) incurred by the **Insured** relating to the defence, settlement or appeal of a **Claim**.
- 2.13 **Forensic Costs** means reasonable fees, costs and expenses of the **Insured** to investigate the cause, scope and extent of any **Data Liability Event**, **Business Interruption Event** or **Network Security Event**.
- 2.14 **Insured** means the **Policyholder**, as set out in the Schedule, and any subsidiary domiciled in the same territory and owned by the **Policyholder** that is intended and agreed to be insured by the **Insurer** at inception and/or acquired subsequent to inception provided notice is given to the **Insurer** of such acquisition and the **Insurer** has not objected within 30 days of such notice.
- 2.15 **Insurer** means Underwriters at Lloyd's, as set out in the Schedule
- 2.16 **Legal Representation Expenses** means reasonable and necessary fees, costs and expenses incurred to obtain legal advice or representation to protect the **Insured**'s interests in connection with a **Data Liability Event** or **Network Security Event**.
- Legal Representation Expenses** shall include the costs associated with the investigation, adjustment and defence of regulatory proceedings.
- 2.17 **Loss** means judgments, settlements, awards, and costs, including, without limitation, damages, consumer redress funds, fines, penalties and punitive and exemplary damages in

respect of a **Claim** covered under this policy to the extent permitted by law. **Loss** shall also include **Defence Costs** and **Legal Representation Expenses**.

- 2.18 **Malware** means any code designed to:
- (i) erase, deny access to or corrupt data, including but not limited to ransomware;
 - (ii) damage or disrupt any **Computer System**;
 - (iii) circumvent any network security product or service.
- 2.19 **Media Liability Event** means any digital content or printed media created and displayed by the Insured directly leading to
- (i) an infringement of any copyright, title, slogan, trademark, trade name, or domain name;
 - (ii) plagiarism, piracy, or the misappropriation or theft of ideas
 - (iii) defamation, including the disparagement of any product or service
 - (iv) any breach of confidentiality or invasion or interference with any right of privacy

provided always that such **Media Liability Event** occurs in the course of the **Insured's** usual business practices and that such **Media Liability Event** occurs on or after the **Retroactive Date** specified in the Schedule. For the avoidance of doubt the manufacture, supply, retail or distribution of any tangible goods or products shall not be considered a **Media Liability Event**.

- 2.20 **Merchant Services Agreement** means a contractual agreement between the **Insured** and any other organisation which allows the Insured to accept payment by credit or debit card.
- 2.21 **Network Security Event** means:
- (i) the transmission of any **Malware** from the **Insured's Computer System**, or from the **Computer System** of any **Cloud Service Provider**;
 - (ii) failure to secure the **Insured's Computer System** that results in **Unauthorised Access**;
 - (iii) failure to prevent a denial of service attack launched from the **Insured's Computer System** or from the **Computer System** of any **Cloud Service Provider**,

provided always that such **Network Security Event** occurs on or after the **Retroactive Date** and notified to the **Insurer** by the **Insured** during the **Period of Insurance** specified in the Schedule.

- 2.22 **Notification Costs** means reasonable fees, costs and expenses in respect of notifying any natural person or legal entity whose data or information has been or may have been lost, or the cost of notifying any data protection authority or equivalent, as a result of a **Data Liability Event**.
- 2.23 **Operator Error** means the accidental erasure, destruction or modification of the **Insured's** data or programs by an employee or a **Cloud Service Provider**.
- 2.24 **PCI Fines and Assessment Costs** means all amounts that the Insured is legally required to pay under a **Merchant Services Agreement** following a **Data Liability Event** that leads to a breach of the Payment Card Industry Data Security Standard, including but not limited to fines, case management fees, non-compliance fees, re-imburement of fraudulent

transactions, and the costs incurred in card re-issuance and the appointment of a PCI Forensic Investigator.

- 2.25 **Period of Insurance** means the period stated as such in the Schedule.
- 2.26 **Policyholder** means the entity stated as such in the Schedule.
- 2.27 **Public Relations Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, for obtaining advice and support to protect, or mitigate any damage to, the **Insured's** reputation following a **Reputational Harm Event**.
- 2.28 **Remediation Costs** means any:
- (i) **Credit Monitoring Costs;**
 - (ii) **Cyber Extortion Costs;**
 - (iii) **Data Restoration Costs;**
 - (iv) **Forensic Costs;**
 - (v) **Legal Representation Expenses;**
 - (vi) **Notification Costs;** and
 - (vii) **Public Relations Costs.**
- 2.29 **Reputational Harm Event** means adverse media, including social media, caused solely by a **Cyber Event** or a **Data Liability Event** that directly leads to a **Business Interruption Loss**.
- 2.30 **Retention** means the amount stated in the Schedule that the **Insured** must pay as the first part of each and every claim for indemnity under this policy after application of all other terms and conditions of this policy
- 2.31 **Retroactive Date** means the date stated as such in the Schedule.
- 2.32 **Social Media Platform** means any internet based system for the creation, exchange or sharing of any user generated content for information, advertising or any other purpose. **Social Media Platforms** include, but are not limited to: Facebook, LinkedIn, Instagram, Twitter and YouTube.
- 2.33 **State** means sovereign state.
- 2.34 **Unauthorised Access** means use of the **Insured's Computer System** by any person or persons not authorised to do so, including employees.
- 2.35 **Waiting Period** means the number of hours stated in the Schedule which must elapse following a **Business Interruption Event** before a **Business Interruption Loss** is agreed to have occurred. The **Waiting Period** will apply to each **Business Interruption Event**. For the avoidance of doubt, once the **Waiting Period** is satisfied only the monetary Retention will apply to **Business Interruption Loss(es)**.
- 2.36 **War** means:
- (i) the use of physical force by a **State** against another **State** or as part of a civil war, rebellion, revolution, insurrection, and / or

- (ii) military or usurped power or confiscation or nationalisation or requisition or destruction of damage to property by or under the order of any government or public or local authority,

whether **War** be declared or not.

3. Exclusions

The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Claim, Loss**, damage, liability, cost or expense of any kind:

- 3.1 for death, bodily injury or loss of or damage to tangible property, however this exclusion shall not apply to mental anguish or mental injury as a result of a **Data Liability Event** or **Network Security Event**. For the avoidance of doubt data held in electronic format is not tangible property.
- 3.2 arising from, attributable to, or based upon any fact or circumstance known to the **Insured** prior to the inception of the **Period of Insurance**.
- 3.3 arising from, attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any Principal, Partner or Director of the **Insured**.
- 3.4 arising from any failure, outage, or disruption of power, utility services, satellites, internet service provider (including any provider of internet connectivity), or telecommunications external services not under the direct operational control of the **Insured**.
- 3.5 arising from directly or indirectly occasioned by, happening through or in consequence of **War** or a **Cyber Operation**. The **Insurer** shall have the burden of proving this exclusion applies.

Attribution of a **Cyber Operation** to a **State** shall be determined as follows:

- a) The primary but not exclusive factor in determining attribution of a **Cyber Operation** shall be whether the government of the **State** (including its intelligence and security services) in which the **Computer System** affected by the **Cyber Operation** is physically located attributes the **Cyber Operation** to another **State** or those acting on its behalf.
- b) Pending attribution by the government of the **State** (including its intelligence and security services) in which the **Computer System** affected by the **Cyber Operation** is physically located, the **Insurer** may rely upon an inference which is objectively reasonable as to attribution of the **Cyber Operation** to another **State** of those acting on its behalf. It is agreed that during this period no loss shall be paid.
- c) In the event that the government of the **State** (including its intelligence and security services) in which the **Computer System** affected by the **Cyber Operation** is physically located either:
 - i. takes an unreasonable length of time to, or
 - ii. does not, or
 - iii. declares it is unable to

attribute the **Cyber Operation** to another **State** or those acting on its behalf, it shall be for the **Insurer** to prove attribution by reference to such other evidence as is available.

- 3.6 arising from any bankruptcy, liquidation or insolvency of the **Insured** or any other person, including any **Cloud Service Provider**.

- 3.7 to the extent that such cover, payment, service, benefit and/or any business or activity of the **Insured** from which the **Claim** or **Loss** arises would violate any applicable trade or economic sanctions or any law or any regulation worldwide.
- 3.8 arising from or representing the costs for the upgrading or betterment of any application or **Computer System** of the **Insured**.
- 3.9
- a) brought against a director or officer of the **Insured**, in their capacity as such
 - b) arising from any obligation owed by the **Insured** as an employer or potential employer to any employee, including claims for wrongful dismissal or under any contract of employment or under any retainer with any consultant or under any training contract or work experience placement;
 - c) whether by any employee or not, alleging sexual, racial or other harassment or molestation, or sexual, racial, ethnic, disability, sexual orientation, religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind.
- 3.10
- a) directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;
 - b) arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
 - (i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
 - c) arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - d) arising from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows;
 - (i) electromagnetic field means any field of force that is made up of associated electric and magnetic components;
 - (ii) electromagnetic radiation means any succession of electromagnetic waves;
 - (iii) electromagnetism means magnetism that is developed by a current of electricity.
- 3.11 arising from any fire, lightning, explosion, aircraft, impact or any other natural peril.

- 3.12 arising out of any violation of anti-Spam or telemarketing legislation worldwide.
- 3.13 arising out of the electronic transfer of any funds, monies or goods belonging to the **Insured**, or for which the **Insured** is legally liable, unless the funds transfer fraud coverage is purchased by way of endorsement.
- 3.14 arising from any contractual liability assumed by the **Insured**, unless such liability would have attached in the absence of such contract. This exclusion shall not apply to Insurance Cover 1.4.
- 3.15 arising out of the misappropriation or infringement of patent or trade secret.
- 3.16 arising out of the actual or alleged failure to render any professional services.

4. General Conditions

Limit of Indemnity

- 4.1 The limit of liability shown in the Schedule is the maximum amount the **Insurer** will pay, including **Defence Costs**, irrespective of the number of claims submitted under the policy by the **Insured**.
- 4.2 The **Insurer** may, in its sole discretion, elect to discharge its liability to the **Insured** fully and finally in respect of any **Claim(s)** covered under this policy by either (a) paying the applicable limit of indemnity (less any sums previously paid) to the **Insured** or (b) paying a sum less than the limit of indemnity when the **Claim(s)** can be settled for such a lesser sum.
- 4.3 If a **Claim** is settled by a payment to a third party and such payment is not 100% insured under this policy, the **Insurer** will be liable for no more than a proportionate share of the **Defence Costs** based on the insured proportion of such payment (and, for the avoidance of doubt, the **Insurer's** liability is always subject to the limit of liability, inclusive of **Defence Costs**, per clause 4.1 above).

Related Claims

- 4.4 Any **Claims** or **Losses** under all applicable sections of this policy, directly or indirectly arising out of or in any way connected with the same originating cause or event, will be deemed to be a single claim, reported at the date of the first such claim. Any **Claims** or **Losses** under all applicable sections of this policy, triggering more than one coverage section, will be deemed to be a single claim.

Claims Handling and Notification

- 4.5 It is a condition precedent to the **Insurer's** liability that the **Insured** complies with each of the provisions of this clause 4.5. If the **Insured** fails to do so, the **Insurer** may (a) reject any claim for an indemnity under this policy; or, at its absolute discretion (b) elect to indemnify the **Insured** to the extent the **Insurer** would have been liable to pay in the absence of any prejudice in the handling or settlement of any **Claim** or notifiable circumstance under this policy which arises from the **Insured's** breach of condition precedent:
- 4.5.1. The **Insured** shall notify any **Claim, Loss, or Business Interruption Event** to the agreed incident response provider specified in the Schedule, as soon as reasonably practicable, but in no case later than 7 (seven) days after the **Insured** has become aware of such incident. The **Insured** shall provide such information and documentation relating to the **Claim, Loss, or Business Interruption Event** as the **Insurer** may require in its sole discretion.
- 4.5.2 The **Insured** may give notice to the **Insurer** during the Period of Insurance of circumstances which may reasonably be expected to give rise to a **Claim**, specifying the reasons for anticipating such a **Claim**. If such notice is given, any **Claim** subsequently made against the **Insured** alleging, arising out of or in any way connected with such circumstances shall be deemed to have been made at the time such notice of circumstances was given by the **Insured** to the **Insurer**. The **Insured** shall provide such information and documentation relating to the notification as the **Insurer** may require in its sole discretion.

- 4.5.3 No **Insured** shall (expressly or impliedly) admit nor assume any liability, make a compromise, enter into any settlement agreement, waive any rights nor consent to any judgment in respect of any **Claim, Loss** or notifiable circumstances without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed.
- 4.5.4 The **Insured** shall co-operate with the **Insurer**, including but not limited to any counsel, advisor or specialist incident response provider that the Insurer shall appoint to investigate any **Claim** or **Business Interruption Event**, and shall provide all such information and documents as the **Insurer** shall require in its sole discretion.

Incident Response Panel

- 4.6 The **Insurer** has the right to appoint any counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Claim, Business Interruption Event, Cyber Event, Data Liability Event, Media Liability Event** or **Network Security Event**. The **Insured** shall co-operate with the **Insurer** and any counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured**. The **Insured** must not under any circumstances appoint its own counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Claim, Business Interruption Event, Cyber Event, Data Liability Event, Media Liability Event** or **Network Security Event**.

Defence Costs and Legal Representation Expenses

- 4.7 Subject to the **Insured's** compliance with the provisions of paragraph 4.5 the **Limit of Liability** and **Retention** set out in the Schedule to this policy, the **Insurer** agrees to advance **Defence Costs** on an on-going basis and prior to the final position of a **Claim**. **Insured** agrees to refund all such **Defence Costs** should it be found that the **Claim** is not valid.

Change of Control

- 4.8 If during the **Period of Insurance** any person, group or entity acquires control of more than 50% of the issued share capital of the **Policyholder** or of the composition of the board of the **Policyholder**, the cover provided by this policy shall be restricted so as to apply only to **Claims** in respect of **Business Interruption Events, Data Liability Events** or **Network Security Events** occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the Insurer has agreed to extend coverage under the policy and the **Policyholder** has agreed to the terms of any such extension of coverage.

Assignment

- 4.9 This policy and any rights under it cannot be assigned without the prior written consent of the **Insurer**.

Cancellation

- 4.10 The **Policyholder** may cancel this policy at any time by giving written notice to the **Insurer** and such cancellation being effective 10 business days after such notice is received by the **Insurer**. In such case, the **Insurer** shall refund any unearned premium calculated at pro rata rate of the annual premium, except in the event of a **Claim** as defined in this policy having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by the **Insurer**.

This policy may not be cancelled by the **Insurer** except for non-payment of the premium, upon expiry of a period of notice of not less than 21 days.

Applicable Law

- 4.11 This agreement and any dispute or claim between the **Insured** and the **Insurer** arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws set out in the Schedule. If any term of this agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability and all other terms of this agreement shall remain in full force and effect.

Arbitration

- 4.12 All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be resolved by arbitration. The seat of the arbitration will be as specified in the Schedule.

Duty of Fair Presentation

- 4.13 Before this insurance contract (or any variation thereto) is entered into, the **Insured** must make a fair presentation of the risk to the **Insurer** in any application, proposal form or other information submitted to the **Insurer**. This means the **Insured** must:

4.13.1 disclose to the **Insurer** (i) every material circumstance which the **Insured** knows or ought to know or (ii) sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and

4.13.2 make the disclosure in clause 4.13.1 above in a reasonably clear and accessible way; and

4.13.3 ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

- 4.14 If the **Insured** fails to comply with clause 4.13, the **Insurer** has the following remedies:

4.14.1 If the **Insured's** breach of the duty of fair presentation is deliberate or reckless, then (i) the **Insurer** may avoid the policy, and refuse to pay all claims; and (ii) the **Insurer** need not return any of the premiums paid.

4.14.2 If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, then the **Insurer's** remedy will depend on what the Insurer would have done if the **Insured** had complied with the duty of fair presentation:

4.14.2.1 If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.

4.14.2.2 If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had

been entered into on those different terms from the outset, if the Insurer so requires.

4.14.2.3 If the **Insurer** would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Indemnity and Settlement

- 4.15 The **Insurer** has the right but not the duty to assume control, defence and settlement of any **Claim** or investigation. At any stage of a **Claim** the **Insurer** may choose to pay the **Limit of Liability** or any amount that remains following any earlier payment(s).
- 4.16 The **Insurer** shall have the right to make an investigation it deems necessary including, without limitation, any investigation with respect to the Application and statements made in connection with the procurement of the policy and with respect to coverage.
- 4.17 With respect to any **Claim**, if the Insured refuses to consent to a settlement the **Insurer** recommends and the claimant will accept, the **Insured** may continue the defence and investigation of that **Claim**. However, the further costs and expenses incurred will be paid by the **Insured** and the **Insurer** on a proportional basis, with 25% payable by the **Insurer** and 75% payable by the **Insured**.

Subrogation

- 4.18 If the **Insurer** makes any payment under this Policy and there is available to the **Insurer** any of the **Insured's** rights of recovery against any third party, then the **Insurer** shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. This includes, but is not limited to, placing any third party on notice of any rights the **Insured** or the **Insurer** may have against it. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be first applied to subrogation expenses, second to any amounts paid or bursed by the **Insurer** under the Policy, and third to the Retention set out in Schedule. Any additional amounts shall be paid to the **Insured**.

5. Notice Concerning Personal Information

Personal Information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We (the Lloyd's underwriter(s) identified in the contract of insurance), being Talbot Underwriting Limited, and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

Information notices

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured, contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

LMA9154

Further information about Lloyd's personal information protection policy may be obtained from your broker or by contacting Lloyd's on +44 (0)207 327 5933

6. Complaints Notice

Complaints

If you wish to make a complaint, please contact:

Complaints
Talbot Underwriting Ltd
60 Threadneedle Street
London
EC2R 8HP

Email: complaints@talbotuw.com
Tel: +44 (0)20 7550 3500
Fax: +44 (0)20 7550 3555

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

LMA9124





Statement of Fact for Your OSR Council Policy

IMPORTANT INFORMATION

This Statement of Fact records the information provided to Optimum Specialty Risks and any assumptions that have been made about your business/organisation. It is important that the information is correct otherwise your claim may be refused or policy cancelled. This document must be read together with your schedule and the policy wording.

Duty of Disclosure

Please note that under English law, a business insured has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search, in order that a fair presentation of the risk is made to the insurer. It is important to remember that you have a duty to make a fair presentation of the risk to the insurer at the start of the policy, when there are any mid-term changes and at the renewal of the policy.

A circumstance is material if it would influence an insurer's judgement in determining whether to take the risk and, if so on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed.

Failure to disclose a material circumstance may entitle the insurer to impose different terms on the cover or proportionately reduce the amount of any claim payable, in some circumstances the insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

INSURED DETAILS

THE POLICYHOLDER: Melksham Without Parish Council

PRINCIPAL ADDRESS:

Sports Pavilion
Westinghouse Way
Bowerhill
Melksham, Wiltshire
SN12 6TL

Will get this updated if you approve the quotation

TRADE: Council

FINANCIALS

TURNOVER: Less than £500,000

DOES REVENUE GENERATED FROM THE USA EXCEED 25% OF TOTAL TURNOVER? No

INSURED DECLARATION

QUOTATION OBTAINED: 28 April 2024

POLICY REFERENCE: 5116887

Does the insured have any financial nexus, financial agreements or contractual associations to Russia, Ukraine or Belarus?	No
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Can you confirm that the proposer(s), or any partner, or any director, or any officer, have: a) never been declared bankrupt or disqualified from being a company director b) no outstanding County Court Judgement(s) or Sheriff Court Decree(s) c) never been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 d) never been convicted of or charged with a criminal offence, other than a conviction spent under the Rehabilitation of Offenders Act 1974 e) never had any insurance proposal declined, renewal refused, had any special or increased terms applied or had insurance cancelled or avoided by Underwriters	Yes
Does the Insured deploy a business grade firewall at all external gateways of their network and a business grade antivirus application across your entire network, including servers or endpoints?	Yes
Does the Insured (or their cloud service provider) back up data that is necessary to run the insured business at least every 7 days?	Yes
Is the Insured backed up data up data stored offline in an environment which is completely separate to the insured network and tested at least every 180 days for integrity?	Yes
Does the Insured install critical patches within 30 days of release?	Yes
Does the insured have a written procedure for validating all changes to vendor/client/customer contact details and/or bank account details in writing and then over the telephone with oral confirmation from the relevant employee/partner/director of the Insured or vendor/client/customer before the changes are actioned?	Yes
Is that written procedure always followed?	Yes
Is the insured compliant with the Payment Card Industry (PCI) Data Security Standards, if applicable?	Not Applicable
Has the insured suffered any loss or has any claim been made against them or are they aware of any matter that is reasonably likely to give rise to any loss or claim where they would seek an indemnity from our cyber insurance policy in the last 36 months?	No
Additional Information	

CHANGES REQUIRED

Please tell your insurance adviser immediately if any details in this document are incorrect &/or require changing. We may need to change the terms and condition of your quotation/policy or premium.

Melksham Without Parish Council
 1st Floor
 Melksham Community Campus
 Market Place
 MELKSHAM
 Wiltshire
 SN12 6ES

**Zurich Town, Parish and
 Community Council Team**
PO Box 726
Chichester
PO19 9PS

Invoice

Invoice Date: 12th April 2024

Invoice No: 532522936

Client ref: 3703833

Policy	Policy Term	(£) Premium
YLL-2720873563	01/06/2024-31/05/2025	4,049.88
Inspection Contract (If Applicable)		0.00
Sub total		4,049.88
Inspection Contract VAT @ prevailing rate		0.00
Insurance Premium Tax (IPT) @ prevailing rate		485.99
TOTAL		£4,535.87

Payment is due before your cover starts, or immediately if your cover is already in place.

Please make cheques payable to **Zurich Municipal** and send to **Zurich Town, Parish and Community Council Team, PO Box 726, Chichester, PO19 9PS**

If paying by BACS, please note our new bank details and amend your records accordingly.

Acc Name: Zurich Town & Parish, Insurer Trust Account Acc Number: 23110249
 Sort Code: 20 – 65 - 82 Bank: Barclays Bank PLC

Please quote your Client Reference on all BACS transactions

Invoice Queries

Phone: 0800 917 9426

Email: accounts.team@uk.zurich.com

Our VAT registration number is: 107 8316 77

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

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

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

Melksham Without Parish Council
1st Floor
Melksham Community Campus
Market Place
MELKSHAM
Wiltshire
SN12 6ES

Zurich Town, Parish and
Community Council Team
PO Box 726
Chichester
PO19 9PS

Remittance Advice

Invoice Date: 12th April 2024

Invoice No: 532522936

Client ref: 3703833

Policy	Policy Term	(£) Premium
YLL-2720873563	01/06/2024-31/05/2025	4,049.88
Inspection Contract (If Applicable)		0.00
Sub total		4,049.88
Inspection Contract VAT @ prevailing rate		0.00
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TOTAL		£4,535.87

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

Private & Confidential

Mrs Teresa Strange
 Melksham Without Parish Council
 First Floor, Melksham Community Campus
 Market Place
 Melksham
 Wiltshire
 SN12 6ES
 United Kingdom

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

Tel: 01483 462 860

www.ajg.com/uk

2nd May 2024

Dear Mrs Strange,

Insurance Policy: Cyber Package
Client Name: Melksham Without Parish Council
Client Reference Number: 2132235
Policy Number: 5116887
Effective Date: 01/06/2024

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

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

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

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
Cyber Package	Talbot Underwriting Ltd via Channing Lucas & Partners Ltd t/a Optimum Speciality Risks	£328.00	£39.36	£50.00	£417.36
Total		£328.00	£39.36	£50.00	£417.36

Cyber Package

Your Requirements and Our Recommendations

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

Our Recommendation(s)

We recommend that this policy is placed with Channing Lucas & Partners Ltd t/a Optimum Speciality Risks based upon your requirements to purchase a Cyber Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to have a Cyber Insurance policy for Melksham Without Parish Council to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

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

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

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

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

Market Selection

We have obtained terms from one insurer only.

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

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

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

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

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

Key changes to your policy from renewal

Policy Documents

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

Payment Options

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

You can pay by the following options:-

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

Next Steps

In order to renew the policy for Melksham Without Parish Council you must;

1. Check the attached documents and inform us if anything needs changing
2. Check the cover still meets the needs of Melksham Without Parish Council
3. Confirm that the policy for Melksham Without Parish Council should be renewed via communityrenewals@ajg.com or telephone us on 01483 462860 before 1st June 2024
4. Pay for your policy by the renewal date 1st June 2024

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

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

Yours sincerely,

The Community Team

Tel: 01483 462860

Email: community@ajg.com



Gallagher

Insurance | Risk Management | Consulting

TALK TO US ABOUT:

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



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

Our Service & Remuneration

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

Policy Cover	Broker Fee	Commission	Admin Fee
Cyber Package	x	✓	✓

Important Information

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

1. Sums Insured and Under-Insurance (Average)

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

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

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

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

2. Duty of Fair Presentation

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

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

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

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

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

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.
- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.

- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

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

3. Policy Terms, Conditions and Exclusions

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

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

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

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

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

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

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

4. Administration Fees

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

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

5. Basis of our services

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

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

6. Short Form Privacy Notice

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

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

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

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

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

7. Fraud Awareness

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

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

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

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

8. Employers Liability Insurance – What you need to know

Employers' Liability Insurance

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

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

9. Making a Claim

Step 1 Reporting a claim

- You will need to notify us as soon as possible after an incident, either by telephone on 01483 462860 or by email to communityclaims@ajg.com.
- Alternatively out of hours in an emergency, you may also contact your insurer direct. You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.

- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible. Please ensure to retain itemised invoices for any emergency works completed and take photos of the damage where possible
- When notifying a claim, it is important that you have the following key information available, which will help identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with initial advice:
 - Policyholder's name
 - Policyholder's address and postcode
 - Policy number
- In order for us to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that we will need to know:
 - What happened? When? Where?
 - What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
 - What is the impact to you as the policyholder?
 - What is being done to help prevent further loss, damage or injury?
 - Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

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

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

Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing your claim.
- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.



Step 3 Conclusion/Resolution of Claim

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

Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Team on 01483 462860 or email communityclaims@ajg.com, to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

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



Insurance | Risk Management | Consulting

Melksham Without Parish Council
First Floor, Melksham Community Campus
Market Place
Melksham
SN12 6ES

IF PAYING BY DIRECT BANK TRANSFER PLEASE CHECK BANK DETAILS BELOW AS THEY MAY HAVE CHANGED SINCE YOUR LAST INVOICE

Pro-Forma Invoice

Client Ref: 2132235
Policy Ref: 133353233
Invoice Date: 02 May 2024

		Amounts (£)	Cost (£)
Cyber Package	Talbot Underwriting Ltd via Channing Lucas & Partners Ltd t/a Optimum Speciality Risks Contract No.: 5116887 Term: 01/06/24 - 31/05/25	Premium Insurance Premium Tax Total Fees	328.00 39.36 50.00
TOTAL			417.36

Payment due on or before effective date.

If you would like to pay by credit/debit card please contact us on .
Payments by **direct bank transfer** should be made to the following account, using reference - 2132235.

Bank: Lloyds Bank Plc
Account Name: AJGIBL GBP CLIENT NST ACCOUNT
Account Number: 19511668
Sort Code: 30-80-12
Swift BIC: LOYDGB21F09
IBAN Number: GB30 LOYD 3080 1219 5116 68
COMMENTS :

FOR BANK TRANSFER PLEASE QUOTE REFERENCE ON YOUR PAYMENT AND EMAIL REMITTANCE DETAILS TO UK.Glasgow.AJGIBL.Remittances_@ajg.com

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority.

Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
t: 01483 462 860 f: w: www.ajg.com/uk

The Financial Conduct Authority does not regulate all forms of the products we provide

Registered in Scotland: Registration No. SC108909
Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow G2 7AT
VAT Registration No: GB 484 7462 09



Insurance | Risk Management | Consulting

Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

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Scope and application

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

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

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

We specifically draw your attention to the following sections:

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

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

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

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

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

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

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

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

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

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

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

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

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

Who are we?

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

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

What do we do?

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

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

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

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

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.ajg.com/uk/. ©2020 Arthur J. Gallagher & Co. All rights reserved

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

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

Which insurers do we use?

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

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

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

How are we paid for our services?

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

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

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

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

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

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

contract in recognition of overall profitability. We may also earn income from arranging premium finance.

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

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

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

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

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

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

Confidential information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

How do we handle your money?

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

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

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

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

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

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

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

Client Money (money we hold as your agent):

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

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

Money we hold as your agent is referred to as 'Client Money'.

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

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

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

Holding both insurer and Client Money

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

Payment to third parties:

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

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

Financial Services Compensation Scheme

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

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

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

Your obligations

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

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

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

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

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

Anti-bribery, corruption and financial crime

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

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

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

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

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

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

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

Your premium payment obligations

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

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

Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

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

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

Your policy documents

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

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

Making a claim

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

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

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

We reserve the right to charge an additional or separate fee (based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

Conflicts of interest

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

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

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

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

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

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

Complaints

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

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

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

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

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

The Financial Ombudsman Service Exchange Tower
London E14 9SR

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

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

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

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

Other territories

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

Right of set-off

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

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

Intellectual property rights

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

Termination

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

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

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

Cancellation of your policy

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

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

Currency conversion

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

Severability

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

Notices

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

Third party rights

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

Circumstances outside of the parties' control

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

Unexpected acts or events

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

Transfer of this agreement

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

- a) we may transfer all or some of our rights and/or obligations to one or more other members of the Arthur J Gallagher group of companies; and
- b) either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing law and jurisdiction

The law of England and Wales will apply to this agreement

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

Marianne Rossi

From: GBZ_ZT_Renewals Team <renewals.team@uk.zurich.com>
Sent: 08 May 2024 11:11
To: Marianne Rossi
Subject: RE: Melksham Without Parish Council - YLL-2720873563

Hi Marianne,

Thank you for your email.

The element of the renewal premium for Berryfield Village Hall is £394.36, and the Pavilion is £602.81.

If you have any questions, please get in touch. Have a lovely afternoon!

Many Thanks,

Megan
Megan Hopgood
Customer Account Executive
She/Her

 0800 917 9531

 renewals.team@uk.zurich.com



Follow us:     

Read [Feefo Reviews](#) from our not-for-profit customers

Read [Feefo Reviews](#) from our town, parish and community council customers

My work hours are Monday - Wednesday 08:30-17:30, Thursday 08:30-15:00, Friday 08:30-17:30

Confidential \ Personal Data

From: Marianne Rossi <admin@melkshamwithout-pc.gov.uk>

Sent: Thursday, May 2, 2024 5:10 PM

To: GBZ_ZT_Renewals Team <renewals.team@uk.zurich.com>
Cc: Teresa Strange <clerk@melkshamwithout-pc.gov.uk>
Subject: [EXTERNAL] RE: Melksham Without Parish Council - YLL-2720873563

Hi Megan,

Many thanks for coming back to me on my query, much appreciated.

As part of the terms of our lease that we have with the Berryfield Village Hall Trust, the parish council insures the building and charges the insurance cost back to the Hall committee. Are you able to tell me how much the Berryfield Village Hall element is, please? Also, it would be good for our reporting if you could also let us know what the Bowerhill Sports Pavilion element is as well.

Many thanks

Kind Regards,
Marianne

Marianne Rossi
Finance and Amenities Officer
Melksham Without Parish Council
First Floor
Melksham Community Campus
Market Place
Melksham
SN12 6ES
01225 705700
www.melkshamwithout-pc.gov.uk

Want to keep in touch?

Follow us on facebook: [Melksham Without Parish Council](#) or [Teresa Strange \(Clerk\)](#) for additional community news

On twitter: [@melkshamwithout](#)

On Instagram: [melkshamwithoutpc](#)

This email and any attachments to it are intended solely for the use of the individual(s) to whom it is addressed. If you are not the intended recipient of this email, please forward it to admin@melkshamwithout-pc.gov.uk
Please be aware that information contained in this email may be confidential and that any use you make of it which breaches the common law protection may leave you personally liable. Our privacy notice can be found [HERE](#).
We do not guarantee that any email is free of viruses or other malware.

Confidential \ Personal Data

From: GBZ_ZT_Renewals Team <renewals.team@uk.zurich.com>
Sent: 27 April 2024 11:05
To: Marianne Rossi <admin@melkshamwithout-pc.gov.uk>
Subject: Melksham Without Parish Council - YLL-2720873563

Hello Marianne,

MODEL FINANCIAL REGULATIONS FOR LOCAL COUNCILS

This Model Financial Regulations template was produced by the National Association of Local Councils (NALC) in April 2024 for the purpose of its member councils and county associations. Every effort has been made to ensure that the contents of this document are correct at time of publication. NALC cannot accept responsibility for errors, omissions and changes to information subsequent to publication.

Notes to assist in the use of this template:

- 1) This document is a model for councils of all sizes to use to develop their own financial regulations, suitable for the size of the council and the activities it undertakes.
- 2) Bold text indicates legal requirements, which a council cannot change or suspend.
- 3) For the rest, each council needs to adapt the model to suit its size and structure. For example, some councils have both a clerk and RFO, possibly with several more staff, while others have a single employee as clerk/RFO. Some councils have committees, some have a high level of delegation and some make all decisions at full council meetings. Many now use online payment methods, but others still rely on cheques.
- 4) Curly brackets indicate words, sentences or sections that can be removed if not applicable, or amended to fit the council's circumstances. An example of this is the phrase {or duly delegated committee}, which can be deleted if there are no committees.
- 5) Specific areas that may need adapting:
 - a) In 1.5 – is the Clerk the RFO?
 - b) In 3.3 and 3.4, the words “Governance and Accountability” do not apply in Wales
 - c) In section 4, does the council have committees and how many years are forecast?
 - d) In 5.6, does the council issue an open invitation to tender, or invite specific firms?
 - e) In 5.9, are online prices acceptable evidence?
 - f) In 5.13, 5.15 and 5.17, does the council have committees?
 - g) In 5.16, will a councillor ever be instructed to place an order?
 - h) In 5.20, is there a minimum level for official orders?
 - i) Section 6 includes several alternatives to cover delegation to committees or to officers, approval of invoices individually or in batches, or for approval of regular contractual payments at the beginning of the year.
 - j) Sections 7, 8 and 9 also includes several alternatives, including wording for where the clerk is a signatory. These are intended to allow a council's financial regulations to fit what they actually do, not to force any council to change what they do.
 - k) Section 10 gives two alternatives, with or without petty cash.
 - l) 13.6 has alternatives for VAT-registered and unregistered councils – only use one.
 - m) 13.7 and 13.8 are removable if they don't apply to the council.

- n) Much of Section 16 can be deleted if not applicable.
 - o) 17.3, is the Clerk the RFO or will the RFO consult the Clerk?
- 6) Square brackets indicate where the council needs to specify who, or how much, or what the timescale is. For example [£500] might need to be £100, or [October] might need to be November, or [the council] might need to say the Policy and Resources Committee.
- a) In 4.1 and 4.7, select the wording for England or Wales, based on your location.
 - b) In Section 4, the council needs to determine the timescale for its budget setting.
- 7) It is challenging to try to offer guidance on setting financial limits. A council spending £1,000 a year is unlikely to delegate authority to spend £500 to its proper officer, but one spending £5 million a year might regard £5,000 as a reasonable limit. Each council needs to determine its own limits, that help, rather than hinder, its operations.
- 8) Key limits to set:
- a) In 5.6, at what limit will the council require a formal tender process to ensure fair competition, rather than just asking for quotes? If this is set too low, it may discourage suppliers. Many small councils might only use formal tenders once every few years.
 - b) In 5.8, at what limit will the council require fixed-price quotes rather than estimates?
 - c) In 5.9, at what level can smaller purchases be made without competition?
 - d) In 5.15, at what level can purchases be made under delegated authority (having complied with the rules about obtaining prices)?
 - e) In 5.18, how much can the clerk commit to spending in an emergency?
 - f) In 6.9, can payment of invoices (for purchases that have already been authorised) be authorised by an officer under delegated authority as a general principle, or only to avoid problems?
 - g) In Section 9, what are the limits for card payments?
 - h) In 16.5, what value of assets can be bought or disposed of, without seeking council approval?
- 9) The contents list is a table that extracts section headings from the document. It can be updated by clicking on the contents list, whereupon a tab saying "update table" appears at the top of the list.
- 10) Once this model has been tailored to fit the council's needs, the resulting Financial Regulations (with the insertion of the council's name at the top) should be adopted at a meeting of the full council. The date of adoption should be inserted below the Contents. Any subsequent proposal for amendment should also be made to the full council.
- 11) The council should keep abreast of developments in legislation that affect the local council sector and should review and update its Financial Regulations annually.
- 12) Please ensure that the latest approved version is published on the council's website.



Melksham Without Parish Council FINANCIAL REGULATIONS 2024

To be reviewed by Finance Committee 20th May 2024

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These Financial Regulations were adopted by the council at its meeting held on **[enter date]**.

1. General

- 1.1. These Financial Regulations govern the financial management of the council and may only be amended or varied by resolution of the council. They are one of the council's governing documents and shall be observed in conjunction with the council's Standing Orders.
- 1.2. Councillors are expected to follow these regulations and not to entice employees to breach them. Failure to follow these regulations brings the office of councillor into disrepute.
- 1.3. Wilful breach of these regulations by an employee may result in disciplinary proceedings.
- 1.4. In these Financial Regulations:
 - 'Accounts and Audit Regulations' means the regulations issued under Sections 32, 43(2) and 46 of the Local Audit and Accountability Act 2014, or any superseding legislation, and then in force, unless otherwise specified.
 - "Approve" refers to an online action, allowing an electronic transaction to take place.
 - "Authorise" refers to a decision by the council, or a committee or an officer, to allow something to happen.
 - 'Proper practices' means those set out in *The Practitioners' Guide*
 - *Practitioners' Guide* refers to the guide issued by the Joint Panel on Accountability and Governance (JPAG) and published by NALC in England or Governance and Accountability for Local Councils in Wales – A Practitioners Guide jointly published by One Voice Wales and the Society of Local Council Clerks in Wales.
 - 'Must' and **bold text** refer to a statutory obligation the council cannot change.
 - 'Shall' refers to a non-statutory instruction by the council to its members and staff.
- 1.5. The Responsible Financial Officer (RFO) holds a statutory office, appointed by the council. The Clerk has been appointed as RFO and these regulations apply accordingly. The RFO;
 - acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and control systems;
 - ensures the accounting control systems are observed;
 - ensures the accounting records are kept up to date;
 - seeks economy, efficiency and effectiveness in the use of council resources; and
 - produces financial management information as required by the council.
- 1.6. **The council must not delegate any decision regarding:**

- **setting the final budget or the precept (council tax requirement);**
- **the outcome of a review of the effectiveness of its internal controls**
- **approving accounting statements;**
- **approving an annual governance statement;**
- **borrowing;**
- **declaring eligibility for the General Power of Competence; and**
- **addressing recommendations from the internal or external auditors**

1.7. In addition, the council shall:

- determine and regularly review the bank mandate for all council bank accounts;
- authorise any grant or single commitment in excess of £5,000; and
- **in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.**

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2. Risk management and internal control

- 2.1. **The council must ensure that it has a sound system of internal control, which delivers effective financial, operational and risk management.**
- 2.2. The Clerk with the RFO shall prepare, for approval by the council, a risk management policy covering all activities of the council. This policy and consequential risk management arrangements shall be reviewed by the council at least annually.
- 2.3. When considering any new activity, the Clerk ~~{with the RFO}~~ shall prepare a draft risk assessment including risk management proposals for consideration by the council.
- 2.4. **At least once a year, the council must review the effectiveness of its system of internal control, before approving the Annual Governance Statement.**
- 2.5. **The accounting control systems determined by the RFO must include measures to:**
 - **ensure that risk is appropriately managed;**
 - **ensure the prompt, accurate recording of financial transactions;**
 - **prevent and detect inaccuracy or fraud; and**
 - **allow the reconstitution of any lost records;**
 - **identify the duties of officers dealing with transactions and**
 - **ensure division of responsibilities.**
- 2.6. At least ~~{once in each quarter}~~, and at each financial year end, ~~a member other than the Chair (or a cheque signatory) shall be appointed to the bank reconciliations for~~

all accounts are presented to the Full Council for review and ~~the two non-finance committee members appointed by the council will sign and date them at this meeting. The signing of the bank reconciliations and statements will be reported in the Full Council minutes. verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign and date the reconciliations and the original bank statements (or similar document) as evidence of this. This activity, including any exceptions, shall be reported to and noted by the council (Finance Committee).~~

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- 2.7. Regular back-up copies shall be made of the records on any council computer and stored either online or in a separate location from the computer. The council shall put measures in place to ensure that the ability to access any council computer is not lost if an employee leaves or is incapacitated for any reason. (please note that the IT working party will be looking at whether an off site hard disc copy should also be held)

3. Accounts and audit

- 3.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations.
- 3.2. **The accounting records determined by the RFO must be sufficient to explain the council's transactions and to disclose its financial position with reasonably accuracy at any time. In particular, they must contain:**
- **day-to-day entries of all sums of money received and expended by the council and the matters to which they relate;**
 - **a record of the assets and liabilities of the council;**
- 3.3. The accounting records shall be designed to facilitate the efficient preparation of the accounting statements in the Annual ~~{Governance and Accountability}~~ Return.
- 3.4. The RFO shall complete and certify the annual Accounting Statements of the council contained in the Annual ~~{Governance and Accountability}~~ Return in accordance with proper practices, as soon as practicable after the end of the financial year. Having certified the Accounting Statements, the RFO shall submit them (with any related documents) to the council, within the timescales required by the Accounts and Audit Regulations.
- 3.5. **The council must ensure that there is an adequate and effective system of internal audit of its accounting records and internal control system in accordance with proper practices.**
- 3.6. **Any officer or member of the council must make available such documents and records as the internal or external auditor consider necessary for the purpose of the audit** and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary.
- 3.7. The internal auditor shall be appointed by ~~{the council}~~ and shall carry out their work to evaluate the effectiveness of the council's risk management, control and governance processes in accordance with proper practices specified in the Practitioners' Guide.

3.8. The council shall ensure that the internal auditor:

- is competent and independent of the financial operations of the council;
- reports to council in writing, or in person, on a regular basis with a minimum of one written report during each financial year;
- can demonstrate competence, objectivity and independence, free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- has no involvement in the management or control of the council

3.9. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions;
- provide financial, legal or other advice including in relation to any future transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

3.10. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as described in The Practitioners Guide.

3.11. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts, including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and documents required by the Local Audit and Accountability Act 2014, or any superseding legislation, and the Accounts and Audit Regulations.

3.12. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

4. Budget and precept

4.1. **Before setting a precept, the council must calculate its ~~council tax (England)/budget (Wales)~~ requirement for each financial year by preparing and approving a budget, in accordance with The Local Government Finance Act 1992 or succeeding legislation.**

4.2. Budgets for salaries and wages, including employer contributions shall be reviewed by ~~the council~~ at least annually in ~~January~~ ~~October~~ for the following financial year and the final version shall be evidenced by a hard copy schedule signed by the Clerk and the ~~Chair of the Council or relevant committee~~. ~~The RFO will inform committees of any salary changes impacting on their budget requirement for the coming year in good time. implications before they consider their draft their budgets.~~

4.3. No later than ~~month~~ ~~January~~ each year, the RFO shall prepare a draft budget with detailed estimates of all ~~receipts and payments~~ income and expenditure for the

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following financial year ~~(along with a forecast for the following [three financial years])~~, taking account of the lifespan of assets and cost implications of repair or replacement.

- 4.4. Unspent budgets for completed projects shall not be carried forward to a subsequent year. ~~{Unspent funds for partially completed projects may only be carried forward (by placing them in an earmarked reserve) with the formal approval of the full council.}~~
- 4.5. Each committee (if any) shall review its draft budget and submit any proposed amendments to the council ~~{finance committee}~~ not later than the end of ~~{November}~~ each year.
- 4.6. The draft budget ~~{with any committee proposals and [three-year]} forecast for the year end~~, including any recommendations for the use or accumulation of reserves, shall be considered by the ~~{finance committee and a recommendation made to the Full} Council~~.
- 4.7. Having considered the proposed budget and ~~{three-year} year end~~ forecast, the council shall determine its ~~{council tax (England)/budget (Wales)}~~ requirement by setting a budget. The council shall set a precept for this amount no later than ~~{the end of January}~~ for the ensuing financial year.
- 4.8. **Any member with council tax unpaid for more than two months is prohibited from voting on the budget or precept by Section 106 of the Local Government Finance Act 1992 and must and must disclose at the start of the meeting that Section 106 applies to them.**
- 4.9. The RFO shall **issue the precept to the billing authority no later than the end of February** and supply each member with a copy of the agreed annual budget. ([note the date, we are always asked for mid January by Wiltshire Council](#))
- 4.10. The agreed budget provides a basis for monitoring progress during the year by comparing actual spending and income against what was planned.
- 4.11. Any addition to, or withdrawal from, any earmarked reserve shall be agreed by the council ~~{or relevant committee}~~.

5. Procurement

- 5.1. **Members and officers are responsible for obtaining value for money at all times.** Any officer procuring goods, services or works should ensure, as far as practicable, that the best available terms are obtained, usually by obtaining prices from several suppliers.
- 5.2. The RFO should verify the lawful nature of any proposed purchase before it is made and in the case of new or infrequent purchases, should ensure that the legal power being used is reported to the meeting at which the order is authorised and also recorded in the minutes.
- 5.3. Every contract shall comply with these the council's Standing Orders and these Financial Regulations and no exceptions shall be made, except in an emergency.

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Commented [MR2]: This isn't in the 2022 Fin Regs and can be removed but might be useful to keep for the future in case projects move into two financial years?

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5.4. **For a contract for the supply of goods, services or works where the estimated value will exceed the thresholds set by Parliament, the full requirements of The Public Contracts Regulations 2015 or any superseding legislation (“the Legislation”), must be followed in respect of the tendering, award and notification of that contract.**

5.5. Where the estimated value is below the Government threshold, the council shall (with the exception of items listed in paragraph 6.12) obtain prices as follows:

5.6. For contracts estimated to exceed **£60,000** including VAT, the Clerk shall {seek formal tenders from at least [three] suppliers agreed by [the council]} OR {advertise an open invitation for tenders in compliance with any relevant provisions of the Legislation}. Tenders shall be invited in accordance with Appendix 1.

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5.7. **For contracts estimated to be over £30,000 including VAT, the council must comply with any requirements of the Legislation¹ regarding the advertising of contract opportunities and the publication of notices about the award of contracts.**

5.8. For contracts greater than ~~£3,000~~ excluding VAT the Clerk ~~{or RFO}~~ shall seek at least ~~{3}~~ fixed-price quotes;

5.9. where the value is between ~~£1500~~ and ~~£3,000~~ excluding VAT, the Clerk ~~{or RFO}~~ shall try to obtain 3 estimates ~~{which might include evidence of online prices, or recent prices from regular suppliers.}~~

5.10. For smaller purchases, ~~{the clerk}~~ shall seek to achieve value for money.

5.11. **Contracts must not be split into smaller lots to avoid compliance with these rules.**

5.12. The requirement to obtain competitive prices in these regulations need not apply to contracts that relate to items (i) to (iv) below:

- i. specialist services, such as legal professionals acting in disputes;
- ii. repairs to, or parts for, existing machinery or equipment;
- iii. works, goods or services that constitute an extension of an existing contract;
- iv. goods or services that are only available from one supplier or are sold at a fixed price.

5.13. When applications are made to waive this financial regulation to enable a price to be negotiated without competition, the reason should be set out in a recommendation to the council ~~{or relevant committee}~~. Avoidance of competition is not a valid reason.

5.14. The council shall not be obliged to accept the lowest or any tender, quote or estimate.

¹ The Regulations require councils to use the Contracts Finder website if they advertise contract opportunities and also to publicise the award of contracts over £30,000 including VAT, regardless of whether they were advertised.

5.15. Individual purchases within an agreed budget for that type of expenditure may be authorised by:

- ~~{the Clerk}, under delegated authority, for any items below [£500] excluding VAT.~~ This has been deleted to match our previous Regs but think it should be in there
- the Clerk, in consultation with the Chair of the Council ~~{or Chair of the appropriate committee},~~ for any items below ~~{£2,000}~~ excluding VAT.
- ~~the Clerk in conjunction with the Chairman of Council or Chairman of the Asset Management Committee for additional works for the Bowerhill Jubilee Sports Field football pitches to mitigate adverse playing conditions, to a cumulative value of £1,000 in any year.~~
- ~~{a duly delegated committee of the council for all items of expenditure within their delegated budgets for items over under {£5,000} excluding VAT}. This has been amended to match our previous Regs but think it should be in there as originally stated~~
- ~~{in respect of grants, a duly authorised committee within any limits set by council and in accordance with any policy statement agreed by the council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council. }~~
- the council for all items over ~~{£5,000}~~;

Such authorisation must be supported by a minute (in the case of council or committee decisions) or other auditable evidence trail ~~such as authorisation slip duly signed by the Clerk, and where necessary also by the appropriate Chairman; or Email correspondence.~~

5.16. No individual member, or informal group of members may issue an official order ~~{unless instructed to do so in advance by a resolution of the council}~~ or make any contract on behalf of the council.

5.17. No expenditure may be authorised that will exceed the budget for that type of expenditure other than by resolution of the council ~~{or a duly delegated committee acting within its Terms of Reference}~~ except in an emergency.

5.18. In cases of serious risk to the delivery of council services or ~~health and safety of councillors, staff and residents to public safety on council premises,~~ the clerk may authorise expenditure ~~on behalf of the council~~ -of up to ~~{£2,000}~~ excluding VAT on repair, replacement or other work that in ~~the Clerk's~~ ~~their~~ judgement is necessary ~~to carry out~~, whether or not there is any budget for such expenditure. The Clerk shall report such action to the Chair as soon as possible and to ~~{the council}~~ as soon as practicable thereafter.

5.19. No expenditure shall be authorised, no contract entered into or tender accepted in relation to any major project, unless ~~{the council}~~ is satisfied that the necessary funds are available and that where a loan is required, Government borrowing approval has been obtained first.

5.20. An official order or letter shall be issued for all work, goods and services ~~{above [£250] excluding VAT}~~ unless a formal contract is to be prepared or an official order

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would be inappropriate. Copies of orders shall be retained, along with evidence of receipt of goods. ~~This has been deleted to match our previous Regs but think it should be in there – so we can email for some things without raising a purchase order. suggest £500~~

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5.21. Any ordering system can be misused and access to them shall be controlled by ~~the RFO~~.

6. Banking and payments

- 6.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and authorised by the council; banking arrangements shall not be delegated to a committee. The council has resolved to bank with ~~Lloyds Bank, Unity Trust Bank and hold funds in the CCLA Public Sector Deposit Fund~~~~name bank~~. The arrangements shall be reviewed ~~annually~~~~regularly~~ for security and efficiency. ~~When a member of staff or finance committee resigns from the council the Clerk/ Officers have authority to remove that member from the bank mandate immediately. This should be placed on the following Full Council meeting agenda for ratification by members. We need to think about something here if that meant we had less than 2 councillors who are needed to add in any new ones – will think on some wording; I am thinking of something like an exception in an election year for example but what would happen if all the Finance Committee resigned! You have to plan for all eventualities.~~
- 6.2. The council must have safe and efficient arrangements for making payments, to safeguard against the possibility of fraud or error. Wherever possible, more than one person should be involved in any payment, for example by dual online authorisation or dual cheque signing. Even where a purchase has been authorised, the payment must also be authorised and only authorised payments shall be approved or signed to allow the funds to leave the council's bank.
- 6.3. All invoices for payment should be examined for arithmetical accuracy, analysed to the appropriate expenditure heading and verified to confirm that the work, goods or services were received, checked and represent expenditure previously authorised by the council before being certified by ~~the RFO~~. ~~{Where the certification of invoices is done as a batch, the RFO will also sign the list of invoices. this shall include a statement by the RFO that all invoices listed have been 'examined, verified and certified' by the RFO.}~~
- 6.4. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of employment) may be summarised to avoid disclosing any personal information.
- 6.5. All payments shall be made by ~~online banking or~~~~cheque~~, in accordance with a resolution of the council ~~for duly delegated committee~~~~or a delegated decision by an officer~~, unless ~~the council~~ resolves to use a different payment method.
- 6.6. ~~For each financial year~~ ~~the Clerk & RFO~~ may draw up a schedule of regular payments due in relation to a continuing contract or obligation (such as Salaries, PAYE, National Insurance, pension contributions, rent, rates, regular maintenance

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contracts and similar items), which the council ~~{or a duly delegated committee}~~ may authorise in advance for the year.

- 6.7. ~~{A copy of this schedule of regular payments shall be signed by [two members] on each and every occasion when payment is made - to reduce the risk of duplicate payments.}~~
- 6.8. ~~{A list of such payments shall be reported to the next appropriate meeting of the council or Finance Committee} for information only.~~
- 6.9. The Clerk and RFO shall have delegated authority to authorise payments ~~{only}~~ in the following circumstances:

i. ~~{any payments of up to [£1500] excluding VAT, within an agreed budget. This has been amended to match our previous Regs but think it should now be £500}~~

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ii. payments of up to ~~{£2,000}~~ excluding VAT in cases of serious risk to the delivery of council services or to public safety on council premises. ~~The Clerk shall report such action to the Chair as soon as possible and to the council as soon as practicable thereafter.~~

iii. any payment necessary to avoid a charge under the Late Payment of Commercial Debts (Interest) Act 1998 ~~{or to comply with contractual terms}~~, where the due date for payment is before the next scheduled meeting of ~~{the council}~~, where the ~~{Clerk and RFO}~~ certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council ~~{or finance committee}~~.

iv. Fund transfers within the councils banking arrangements up to the sum of ~~{£10,000}~~, provided that a list of such payments shall be submitted to the next appropriate meeting of council ~~{or finance committee}~~.

~~iv-v. An expenditure item authorised under 6.10 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council or finance committee.~~

- 6.10. ~~All payments made are either recurring payments on a regular basis as per 6.6 OR approved resolutions to proceed with a contract or purchase. They are therefore already approved by the council and do not require another authorisation resolution at a council/ committee meeting before payment is made. The RFO shall present a schedule of payments requiring authorisation, and, together with the relevant invoices, present the schedule to the two authorising Finance Committee members that month. The appropriate Finance Committee member shall review the schedule for compliance, and having been satisfied, shall authorise payment by authorising the online bank payments set up and/or signing a cheque if appropriate. forming part of the agenda for the meeting, together with the relevant invoices, to the council {or finance committee}. The council {or committee} shall review the schedule for compliance and, having satisfied itself, shall authorise payment by resolution. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting following which the payments were authorised. The authorised schedule shall be initialled immediately below the last~~

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~~item by the person chairing the meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of that meeting.~~

7. Electronic payments

- 7.1. Where internet banking arrangements are made with any bank, ~~{the Clerk & RFO}~~ shall be appointed as the Service Administrator. ~~In addition, the Finance & Amenities Officer will have a separate log on detail for audit trail purposes.~~ The bank mandate agreed by the council shall identify ~~{a number of}~~ councillors who will be authorised to approve transactions on those accounts and a minimum of two people will be involved in any online approval process. ~~{The Clerk and Finance Officer are set up to access the council's bank accounts to view and set up payments only, but not to authorise any payments. may be an authorised signatory, but a}~~ No signatory should be involved in approving ~~and authorising~~ any payment to themselves.}
- 7.2. All authorised signatories shall have access to view the council's bank accounts online.
- 7.3. No employee or councillor shall disclose any PIN or password, relevant to the council or its banking, to anyone not authorised in writing by the council or a duly delegated committee.
- 7.4. The Service Administrator shall set up all items due for payment online. A list of payments for approval, together with copies of the relevant invoices, shall be ~~printed out for the two agreed signatories for that month to authorise in the office or, in the instance where payments are required to be authorised outside of the payment run, sent by email to two authorised signatories sent {by email} to {two} authorised signatories.~~
- 7.5. **In the prolonged absence of the Service Administrator [an authorised signatory] shall set up any payments due before the return of the Service Administrator.**
- 7.6. Two ~~finance committee~~ ~~{councillors who are}~~ authorised signatories shall check the payment details against the invoices before approving each payment using the online banking system.
- 7.7. Evidence shall be retained showing which members approved the payment online ~~{and a printout of the transaction confirming that the payment has been made shall be appended to the invoice for audit purposes}.~~
- 7.8. A full list of all payments made in a month shall be provided to the next ~~{council}~~ meeting ~~{and appended to the minutes}.~~
- 7.9. With the approval of ~~{the council}~~ in each case, regular payments (such as gas, electricity, telephone, broadband, water, National Non-Domestic Rates, refuse collection, pension contributions and HMRC payments) may be made by variable direct debit, provided that the instructions are ~~{signed/approved online}~~ by ~~{two authorised members}~~. The approval of the use of each variable direct debit shall be reviewed by ~~{the council}~~ at least every two years.
- 7.10. Payment may be made by BACS or CHAPS by resolution of ~~{the council}~~ provided that each payment is approved online by ~~{two authorised bank signatories}~~,

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evidence is retained and any payments are reported to ~~the council~~ at the next meeting. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

- 7.11. If thought appropriate by the council, regular payments of fixed sums ~~may~~ be made by banker's standing order, provided that the instructions are signed ~~or approved online~~ by ~~two members~~, evidence of this is retained and any payments are reported to council when made. The approval of the use of a banker's standing order shall be reviewed by ~~the council~~ at least every two years.
- 7.12. Account details for suppliers may only be changed upon written notification by the supplier verified by ~~two of~~ the Clerk and ~~the RFO~~ ~~a member~~. This is a potential area for fraud and the individuals involved should ensure that any change is genuine. Data held should be checked with suppliers every ~~two years~~.
- 7.13. Members and officers shall ensure that any computer used for the council's financial business has adequate security, with anti-virus, anti-spyware and firewall software installed and regularly updated.
- 7.14. Remembered password facilities ~~other than secure password stores requiring separate identity verification~~ should not be used on any computer used for council banking. For access to the council's records, this is available via a password protected list held on the shared drive which is consistently updated. All members of Office staff have knowledge of this password, and therefore, access to council records can be made by all staff should the Clerk be unavailable. Regular back up copied of the records on any of the office computers are stored on the Cloud and can be accessed via Office 365. (We are looking into a Password Manager system)

Commented [MR3]: We don't currently do this but would be good practice to do.

8. Cheque payments

- 8.1. Cheques or orders for payment in accordance ~~in accordance~~ with a resolution or delegated decision shall be signed by ~~two members~~ ~~and~~ countersigned by the Clerk.
- 8.2. A signatory having a family or business relationship with the beneficiary of a payment shall not, under normal circumstances, be a signatory to that payment. Two members who are bank signatories, who are married or cohabiting, are not permitted to authorise the same bank transaction.
- 8.3. To indicate agreement of the details on the cheque with the counterfoil and the invoice or similar documentation, the signatories shall also initial the cheque counterfoil and invoice.
- 8.4. ~~{Cheques or orders for payment shall not normally be presented for signature other than at, or immediately before or after a council (or committee) meeting}~~. Any signatures obtained away from council meetings shall be reported to the council ~~or Finance Committee~~ at the next convenient meeting.

9. Payment cards

- 9.1. Any Debit Card issued for use will be specifically restricted to ~~the Clerk and the RFO~~ and will also be restricted to a single transaction maximum value of

~~£1,500~~ unless authorised by council or finance committee in writing before any order is placed.

9.2. A ~~pre-paid debit~~ corporate Multi Pay payment card may be issued to employees with varying limits. These limits will be set by ~~the council's Finance Committee~~. Transactions and purchases made will be reported to ~~the council~~ and authority for topping-up shall be at the discretion of ~~the council~~ relevant committee. Use of the card is governed by the council's "Use of corporate Multipay Payment Card Policy".

9.3. Any corporate credit card or trade card account opened by the council will be specifically restricted to use by the Clerk ~~and RFO~~ ~~specify other officers~~ and any balance shall be paid in full each month. Any trade card account opened by the parish council, named Trade UK (Screwfix) will be restricted for use by the following employees:

Clerk and RFO limit as per financial regulation 9.1
Caretaker with a limit of £50 per month

If required items by the caretaker exceed the monthly spend limit in place, this will require prior approval from the Clerk before purchase under her approved limit. If items exceed the Clerk's limit, it will need to go to Full Council for their approval. Payment for items purchased on Trade UK card will be paid at the next possible payment run, following the receipt of appropriate invoices and statements.

9.4. Personal credit or debit cards of members or staff shall not be used ~~under any circumstances.~~ ~~OR~~ ~~(except for expenses of up to £250 including VAT, incurred in accordance with council policy.)~~ The Clerk has used her personal debit card or credit card in the past for items much higher than this amount (John Lewis for the tv x2 and white goods in the office, for printing by Netl for the Neighbourhood Plan, when the multipay card has reached its limit – we need to think carefully about this amount.

Commented [MR4]: Can't see this in the previous financial regs, a limit needs to be specified here. Officers only use their own cards when the debit card is not available or if postage stamps need to be purchased.

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10. Petty Cash

~~10.1. (The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk {or RFO} (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.)~~ ~~OR (The RFO shall maintain a petty cash [float/imprest account] of £250 and may provide petty cash to officers for the purpose of defraying operational and other expenses.~~

~~a) Vouchers for payments made from petty cash shall be kept, along with receipts to substantiate every payment.~~

~~b) Cash income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.~~

~~c) 10.1. Payments to maintain the petty cash float shall be shown separately on any schedule of payments presented for approval.)~~

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11. Payment of salaries and allowances

- 11.1. **As an employer, the council must make arrangements to comply with the statutory requirements of PAYE legislation.**
- 11.2. **Councillors allowances (where paid) are also liable to deduction of tax under PAYE rules and must be taxed correctly before payment.**
- 11.3. Salary rates shall be agreed by the council, or a duly delegated committee. No changes shall be made to any employee's gross pay, emoluments, or terms and conditions of employment without the prior consent of the council ~~or relevant committee~~.
- 11.4. Payment of salaries shall be made, after deduction of tax, national insurance, pension contributions and any similar statutory or discretionary deductions, on the dates stipulated in employment contracts. The salary payments to staff shall be made on the 28th of each month, or the nearest earlier working day.
- 11.5. Deductions from salary shall be paid to the relevant bodies within the required timescales, provided that each payment is reported, as set out in these regulations above.
- 11.6. Each payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a payroll control account or other separate confidential record, with the total of such payments each calendar month reported in the cashbook. Payroll reports will be reviewed by ~~the finance Staffing Committee~~ to ensure that the correct payments have been made.
- 11.7. Any termination payments shall be supported by a report to the council, setting out a clear business case. Termination payments shall only be authorised by the full council.
- 11.8. Before employing interim staff, the council must consider a full business case.

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12. Loans and investments

- 12.1. Any application for Government approval to borrow money and subsequent arrangements for a loan must be authorised by the full council and recorded in the minutes. All borrowing shall be in the name of the council, after obtaining any necessary approval.
- 12.2. Any financial arrangement which does not require formal borrowing approval from the ~~Secretary of State~~ Welsh Assembly Government (such as Hire Purchase, Leasing of tangible assets or loans to be repaid within the financial year) must be authorised by the full council, following a written report on the value for money of the proposed transaction.
- 12.3. The council shall consider the requirement for an Investment Strategy and Policy in accordance with Statutory Guidance on Local Government Investments, which must be written in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 12.4. All investment of money under the control of the council shall be in the name of the council.
- 12.5. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

12.6. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, shall be made in accordance with these regulations.

13. Income

13.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.

13.2. The council will review all fees and charges for work done, services provided, or goods sold at least annually as part of the budget-setting process, following a report of the Clerk. ~~{The Clerk & RFO}~~ shall be responsible for the collection of all amounts due to the council.

13.3. Any sums found to be irrecoverable and any bad debts shall be reported to the council by ~~{the RFO}~~ and shall be written off in the year. The council's approval shall be shown in the accounting records.

13.4. All sums received on behalf of the council shall be deposited intact with the council's bankers, with such frequency as the RFO considers necessary. The origin of each receipt shall clearly be recorded on the paying-in slip or other record.

13.5. Personal cheques shall not be cashed out of money held on behalf of the council.

13.6. ~~{The RFO shall ensure that VAT is correctly recorded in the council's accounting software software and that any VAT Return required is submitted form the software by the due date}. OR a{Any repayment claim under section 33 of the VAT Act 1994 shall be made {quarterly where the claim exceeds {£100} or and} at least annually at the end of the financial year.}~~

13.7. ~~{Where significant sums of cash are regularly received by the council, the RFO shall ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control record such as ticket issues, and that appropriate care is taken for the security and safety of individuals banking such cash.}~~

13.8. ~~{Any income that is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting.}~~

14. Payments under contracts for building or other construction works

14.1. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments, which shall be made within the time specified in the contract based on signed certificates from the architect or other consultant engaged to supervise the works.

14.2. Any variation of, addition to or omission from a contract must be authorised by ~~{the Clerk}~~ council to the contractor in writing, with the council being informed where the final cost is likely to exceed the contract sum by 5% or more, or likely to exceed the budget available.

15. Stores and equipment

15.1. ~~{The officer in charge of each section}~~ shall be responsible for the care and custody of stores and equipment [in that section.]

15.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.

15.3. ~~{Stocks shall be kept at the minimum levels consistent with operational requirements.}~~

15.4. ~~{The RFO shall be responsible for periodic checks of stocks and stores, at least annually.}~~

Commented [MR5]: We don't do this now. This can be removed if it isn't applicable to us?

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16. Assets, properties and estates

16.1. The Clerk shall make arrangements for the safe custody of all title deeds and Land Registry Certificates of properties held by the council.

16.2. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date, with a record of all properties held by the council, their location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held, in accordance with Accounts and Audit Regulations.

16.3. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

16.4. No interest in land shall be purchased or otherwise acquired, sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a written report shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate where required by law).

No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, except where the estimated value of any one item does not exceed ~~{£250500}~~. In each case a written report shall be provided to council with a full business case. ~~{This has been amended to match our previous Regs but think it should be £500 now, presumably its been raised due to inflation}~~

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17. Insurance

17.1. The RFO shall keep a record of all insurances effected by the council and the property and risks covered, reviewing these annually before the renewal date in conjunction with the council's review of risk management.

17.2. The Clerk shall give prompt notification to ~~{the RFO}~~ of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.

17.3. The RFO shall be notified of any loss, liability, damage or event likely to lead to a claim, and shall report these to ~~{the council}~~ at the next available meeting. The Clerk

& RFO shall negotiate all claims on the council's insurers ~~(in consultation with the Clerk).~~

17.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined ~~{annually}~~ by the council, or duly delegated committee.

18. [Charities]

18.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.]

19. Suspension and revision of Financial Regulations

19.1. The council shall review these Financial Regulations ~~{annually}~~ and following any change of clerk or RFO. The Clerk shall monitor changes in legislation or proper practices and advise the council of any need to amend these Financial Regulations.

19.2. The council may, by resolution duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations, provided that reasons for the suspension are recorded and that an assessment of the risks arising has been presented to all members. Suspension does not disapply any legislation or permit the council to act unlawfully.

19.3. The council may temporarily amend these Financial Regulations by a duly notified resolution, to cope with periods of absence, local government reorganisation, national restrictions or other exceptional circumstances.

Appendix 1 - Tender process

- 1) Any invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases.
- 2) The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post, unless an electronic tendering process has been agreed by the council.
- 3) Where a postal process is used, each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.
- 4) Where an electronic tendering process is used, the council shall use a specific email address that will be monitored to ensure that nobody accesses any tender before the expiry of the deadline for submission.
- 5) Any invitation to tender issued under this regulation shall be subject to Standing Order [insert reference of the council's relevant standing order] and shall refer to the terms of the Bribery Act 2010.
- 6) Where the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

Marianne Rossi

From: Marianne Rossi
Sent: 15 May 2024 09:39
To: nalcmailbox@nalc.gov.uk
Cc: Teresa Strange ; WALCenquiries@communityfirst.org.uk
Subject: JPAG- Employee Travel Allowance

Good Morning,

I wonder whether you can help with a query we have around an employee's travel allowance.

One member of staff receives a travel allowance from the parish council, which is taxable and processed through HMRC. The travel allowance is currently coded to box 6 (all other payments); however, our internal auditor has queried with us whether this should be in box 4 (staff costs). I have had a look at the JPAG, and it appears that the costs associated with box 4 are contradictory. Please see below the extracts from the document:

Page 18:

Line 4 — Staff costs

2.15. This cell shows all the costs to the authority relating to the employment of its staff. Staff costs for the purpose of Line 4 include the gross salary of employees, employer's national insurance contributions, employers pension contributions, gratuities for employees or former employees and severance or termination payments to employees.

The following are not staff costs for the purpose of Line 4; mileage and other travelling and subsistence allowances, "Homeworking allowance" that is, an allowance paid to cover the extra costs of working from home, the provision of workrelated training, the reimbursement of childcare or other carers costs, the reimbursement of a staff members subscription to the Society of Local Council Clerks, the provision of office supplies such as laptop, scanner or stationery and consultants and agency staff. The definition of "staff costs" for the purposes of Line 4 may differ from what is, or is not, treated as taxable earnings by HMRC. In as much as this is a change of reporting basis, corresponding figures from the preceding year must be restated in a similar basis.

Page 51

AGAR Line 4 - Staff Costs

5.157. Every authority that has any paid officers or staff is required to be registered as an employer with HMRC. Parish Clerks in receipt of remuneration are always employees.

5.158. The amount in line 4 should comprise gross salary, employer's National Insurance, employer's pension contributions and **any taxable allowances processed through the payroll.**

5.159. Expenses paid to clerks who work from home that would go through line 6 if the council had an office (stationery, mileage etc) should not be included in line 4.

5.160. Payments for agency staff and other contractors should go into box 6.

As per the above, page 18 under staff costs details that travel allowances should not be included in box 4; however, on page 51, it states that any taxable allowances processed through HMRC should be included in line 4.

Are you able to advise whether the travel allowance should be coded to box 4 or box 6? The Finance Committee has a meeting on Monday evening (20th May) to review the figures, so it would be great if we could have an answer before then, please.

Many thanks

Kind Regards,
Marianne

Marianne Rossi
Finance and Amenities Officer
Melksham Without Parish Council
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Want to keep in touch?

Follow us on facebook: [Melksham Without Parish Council](#) or [Teresa Strange \(Clerk\)](#) for additional community news

On twitter: [@melkshamwithout](#)

On Instagram: [melkshamwithoutpc](#)

This Guide is issued by JPAG and jointly published by:



JOINT PANEL ON ACCOUNTABILITY AND GOVERNANCE (JPAG) PRACTITIONERS' GUIDE

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INTRODUCTION

The Joint Panel on Accountability and Governance (JPAG) is responsible for issuing proper practices about the governance and accounts of smaller authorities. Its membership consists of sector representatives from the National Association of Local Councils (NALC), the Society of Local Council Clerks (SLCC) and the Association of Drainage Authorities (ADA). Together with stakeholder partners representing the Department for Levelling Up, Housing and Communities (DLUHC), the Chartered Institute of Public Finance and Accountancy (CIPFA), the National Audit Office (NAO), and a representative of the external audit firms appointed to smaller authorities.

JPAG's members are as follows:

- Derek Kemp, National Association of Local Councils (chair)
- Sallyanne Jeffrey, Association of Drainage Authorities
- Alan Mellor, Society of Local Council Clerks
- Matthew Hemsley, Department for Levelling Up, Housing and Communities
- Paul Lambert, Department of Environment, Food and Rural Affairs
- Laura Deery, Chartered Institute of Public Finance and Accountancy
- Andrew Kendrick, National Audit Office
- Carolyn Rossiter, Smaller Authorities' Auditors Group
- David Bowles, Smaller Authorities' Audit Appointments Ltd (SAAA Chair)
- Ja'Neen Day, Warwickshire and West Midlands Association of Local Councils
- Annie Child, SAAA

NALC provides the secretariat to the JPAG.

JPAG's terms of reference can be found in Section 6.

All queries should be sent to nalcmailbox@nalc.gov.uk.

FOREWORD

The Practitioners' Guide ('the guide') is issued by the Joint Panel on Accountability and Governance (JPAG) to support the preparation by smaller authorities in England of statutory annual accounting and governance statements found in the Annual Governance and Accountability Return.

Section 1 of the Guide applies in respect of financial years commencing on or after 1 April 2024. Thus the 'proper practices' laid down in Sections 1 and 2 of this edition of the Guide must be applied in the financial year ending 31 March 2025 and the Annual Governance and Accountability Return ('AGAR') for the year ending 31 March 2025 ('the 2025 AGAR') must be prepared in accordance with Sections 1 and 2 of this edition of the Guide. Note that the comparative figures (the figures for the year ended 31 March 2024 included in the 2025 AGAR) must be stated on the same basis as the figures for the year ending 31 March 2025.

The 'proper practices' in this edition of the guide may be applied in preparing the AGAR for the year ending 31 March 2024 but this is not mandatory. Again, comparative figures must be stated on the same basis.

Would be good practice to use for AGAR for year end 31st March 24

In accordance with Section 6 of the Local Audit and Accountability Act 2014, an authority is a 'smaller authority' if the higher of the authority's gross income for the year and its gross expenditure for the year does not exceed £6.5m. For the purposes of the Accounts and Audit Regulations 2015, a smaller authority may also be referred to as a 'Category 2 authority'. This guide uses the term 'authority' to refer to all types of smaller authority. For the purposes of the Practitioners' Guide, this will include local councils (parish and town councils), parish meetings, internal drainage boards and 'other' authorities (including charter trustees, conservation bodies, port health authorities, harbour boards and crematorium boards).

MWPC is classed as a smaller authority

Smaller authorities with no financial transactions meet their responsibility to produce accounts by completing Form 1 of the Annual Governance and Accountability Return.

Smaller authorities where the higher of gross income or gross expenditure was £25,000 or less, that meet the eligibility criteria set out in Regulation 9(3) of the Local Audit (Smaller Authorities) Regulations 2015, and that wish to certify themselves as exempt from a limited assurance review should complete Form 2 of the Annual Governance and Accountability Return.

All remaining smaller authorities should complete Form 3 of the Annual Governance and Accountability Return. MWPC

It is important to complete these returns on time and in line with the requirements set out here and in the AGAR.

Section 1, 2 and 3 of this guide represents the proper accounting and governance practices ('proper practices') referred to in statute. They set out for responsible financial officers the appropriate standard of financial and governance reporting for smaller authorities and are mandatory. Although a parish meeting is a relevant authority, there are some circumstances where legislative requirements differ. As a result, JPAG has agreed on the way in which proper practices set out in this Practitioners' Guide apply differently to parish meetings, and separate AGARs (suffixed PM) have been produced for this purpose:

- a) The chair of the parish meeting should sign the Annual Governance and Accountability Return and Exemption Certificate where appropriate
- b) It will be acceptable for parish meetings with no website to publish their notices on a noticeboard for a period of 14 days, as required by 22(5)(b)(ii) of the Accounts and Audit Regulations 2015, in relation to public rights and exemption from a limited assurance review.

Section 4 of the guide sets out the non-statutory best practice guidance relating to internal audit which authorities are required to consider.

Section 5 of the guide provides supporting information and practical examples to assist smaller authority officers to manage their governance and financial affairs and is not mandatory.

The guide is intended as a working tool for smaller authorities, providing not only the common 'rules' for completing an Annual Governance and Accountability Return for use by responsible financial officers, but also as a reference work for auditors, both internal and external, councillors, other officers, and the public to aid understanding of the Annual Governance and Accountability Return and the reporting on the smaller authority's governance and finances within it.

For this reason, the guide is written with the intention to be as widely accessible as possible to all users within the constraints of it also representing the appropriate standards for public reporting by smaller authorities.

JPAG is committed to a regular review of the guide to ensure that it remains fit for purpose for all smaller authorities in England. The guide is supported by the technical support teams at NALC, SLCC and ADA where you may address any questions about the content of the guide or suggestions for its improvement.

SECTION ONE — PROPER PRACTICES ANNUAL GOVERNANCE STATEMENT

Introduction

- 1.1 The Accounts and Audit Regulations 2015 require smaller authorities, each financial year, to conduct a review of the effectiveness of the system of internal control and prepare an annual governance statement in accordance with proper practices in relation to accounts.
- 1.2 This guide represents the proper practices in relation to accounts those smaller authorities need to follow in preparing their annual governance statement.
- 1.3 The purpose of the annual governance statement is for an authority to report publicly on its arrangements for ensuring that its business is conducted in accordance with the law, regulations and proper practices and that public money is safeguarded and properly accounted for.
- 1.4 **Smaller authorities prepare their annual governance statement by completing Section 1 of the Annual Governance and Accountability Return. This is in the form of a number of statements, known as assertions, to which the authority needs to answer, 'Yes' or 'No'. This guide follows the order of Section 1 of the Annual Governance and Accountability Return and sets out the actions that authorities need to have taken either during the financial year or after the financial year-end to answer 'Yes' to each assertion.**
- 1.5 **The authority needs to have appropriate evidence to support a 'Yes' answer to an assertion, for example, a reference in a set of formal minutes.**
- 1.6 If an authority is not able to respond 'Yes' to any assertion, it needs to provide an explanation to the external auditor on a separate sheet describing how the authority will address the weaknesses identified. These explanations must be published along with the completed AGAR.
- 1.7 To assist practitioners, a Pro-forma Annual Governance and Accountability Return is available alongside this guide.

Annual Governance Statement assertions

Assertion 1 — Financial management and preparation of accounting statements

We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements. To warrant a positive response to this assertion, the following processes need to be in place and effective:

- 1.8 Budgeting — In accordance with relevant legislation, the authority needs to prepare and approve a budget in a timely manner before setting a precept or rates and prior to the commencement of the financial year. **It needs to monitor actual performance**

At the Finance Committee on 20th May all required information for each statement will be reviewed to confirm whether the council meet these. Although, after reviewing the evidence the finance committee will make a recommendation to Full Council, this must be a separate agenda item at the Full Council meeting on 17th June. and cannot just be by approval of the finance minutes. The Full Council must confirm an answer to each assertion by resolution To ensure that each member of the council understands what they are answering to the Chair will read out each individual assertion

The Finance Committee reviewed the budget detail at their meeting on 8th January and made a recommendation to Full Council. The budget and precept approval has to be a separate item on the Full Council agenda and was approved at the 22nd January Full Council meeting.

Before any significant spend is approved the council are informed of the most appropriate budget heading or reserve this could come from and how much is available.

The council review spend vs budget on a quarterly basis

against its budget during the year, taking corrective action where necessary. A financial appraisal needs to be undertaken before the authority commences any significant project or enters into any long-term commitments.

1.9 Accounting records and supporting documents — All authorities, other than parish meetings where there is no parish council, need to appoint an officer to be responsible for the financial administration of the authority in accordance with section 151 of the Local Government Act 1972. Section 150(6) of the same Act makes the chair of a parish meeting (where there is no parish council) responsible for keeping its accounts. The authority needs to have satisfied itself that its Responsible Finance Officer (RFO) has determined a system of financial controls and discharged their duties under Regulation 4 of the Accounts and Audit Regulations 2015. The RFO needs to have put in place effective procedures to accurately and promptly record all financial transactions and maintain up to date accounting records throughout the year, together with all necessary supporting information. The accounting statements in Section 2 of the Annual Governance and Accountability Return need to agree to the underlying records.

The Clerk is the RFO to

1.10 Bank reconciliation — Statements reconciling each of the authority’s bank accounts with its accounting records need to be prepared on a regular basis, including at the financial year-end and reviewed by members of the authority.

Bank recs are prepared on a monthly basis and are reviewed and signed by the two finance councillors authorising the payments for that month. On a quarterly basis the bank recs are included as part of the Full Council agenda pack for the whole council to review.

1.11 Investments — Arrangements need to be in place to ensure that the authority’s funds are managed properly and that any amounts surplus to requirements is invested appropriately, in accordance with an approved strategy which needs to have regard to DLUHC’s statutory Guidance on local government investments. If total investments are to exceed the threshold specified in DLUHC’s statutory guidance at any time during a financial year, the authority needs to produce and approve an annual Investment Strategy in accordance with the DLUHC guidance.

In the 23/24 financial year the council were doing fixed term deposits and opened and instant access account which is paying interest. The council have recently agreed to put their funds in the CCLA Public Sector Deposit Fund

1.12 Statement of accounts — The authority needs to ensure that arrangements are in place to enable the preparation of an accurate and timely statement of accounts in compliance with its statutory obligations and proper practices.

Rialtas Year End Closedown

1.13 Reserves — The authority needs to have regard to the need to put in place a General Reserve Policy and have reviewed the level and purpose of all Earmarked Reserves. Supporting information on financial management and the preparation of accounting statements can be found in Section 5.

The council regularly review their reserves policy. Last reviewed at the finance meeting 8th January

The council will look at the policy again after year end when looking at the split between contingency, short term and long term.

Assertion 2 — Internal control

We maintained an adequate system of internal control, including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.

To warrant a positive response to this assertion, the following processes need to be in place and effective:

1.14 ✓ Standing Orders and Financial Regulations. The authority needs to have in place standing orders and financial regulations governing how it operates. Financial regulations need to incorporate provisions for securing competition and regulating the way tenders are invited. These need to be regularly reviewed, fit for purpose, and adhered to.

Standing orders reviewed at each Annual Council meeting Financial regs last reviewed June 23 but will be reviewed again at May finance meeting.

1.15 ✓ Safe and Efficient Arrangements to Safeguard Public Money. Practical and resilient arrangements need to exist covering how the authority orders goods and services, incurs liabilities, manages debtors, makes payments, and handles receipts. Authorities need to have in place safe and efficient arrangements to safeguard public money. Where doubt exists over what constitutes money, the presumption is that it falls within the scope of this guidance.

1.15.1 ✓ Authorities need to regularly review the effectiveness of their arrangements to protect money. Every authority needs to arrange for the proper administration of its financial affairs and ensure that one of its officers (the RFO) has formal responsibility for those affairs (see paragraph 1.9 above).

Two finance committee members sign the CHQ stubs. Most council payments are made via bank transfer. All members of the finance committee have their own log on details which are only known to them. They are presented with a list of payments that need to be authorised so that they can be checked against as well as the invoices for payment which are also signed.

1.15.2 ✓ Authorities need to ensure controls over money are embedded in Standing Orders and Financial Regulations. Section 150(5) of the Local Government Act 1972 required cheques or orders for payment to be signed by two elected members. Whilst this requirement has now been repealed, the ‘two-member signatures’ control needs to remain in place until such time as the authority has put in place safe and efficient arrangements in accordance with paragraphs 1.15.3 to 1.15.6 of this guide.

1.15.3 ✓ Authorities need to approve the setting up of, and any changes to, accounts with banks or other financial institutions. Authorities also need to approve any decisions to enter ‘pooling’ or ‘sweep’ arrangements whereby the bank periodically aggregates the authority’s various balances via automatic transfers.

The council have a multi pay card with the expenditure taken from Unity each month by DD. The card is held by the Clerk and if the other officers need to use it they have to provide the Clerk with the reason before its given.

1.15.4 ✓ If held, corporate credit card accounts need to have defined limits and be cleared monthly by direct debit from the main bank account. Credit card balances are not acceptable reconciling items for bank reconciliation purposes.

1.15.5 ✓ The authority needs to approve every bank mandate, the list of authorised signatures for each account, the limits of authority for each account signature and any amendments to mandates.

The Full Council approve the list of authorised signatories and all bank mandates. The finance committee reconfirmed their bank signatories at the Finance Committee 4th March 24 following advice from auditor.

1.15.6 ✓ Risk assessment and internal controls need to focus on the safety of the authority’s assets, particularly money. Those with direct responsibility for money need to undertake appropriate training from time to time.

16 ✓ Employment — The remuneration payable to all employees needs to be approved in advance by the authority. In addition to having robust payroll arrangements which cover the accuracy and legitimacy of payments of salaries and wages, and associated liabilities, the authority needs to ensure that it has complied with its duties under employment legislation and has met its pension obligations.

The Clerk and Finance & Amenities Officer have access to the online bank accounts to view and set up payments only. All finance councillors are set up to view and authorise. Any new bank account set up is a Full Council decision with the amount to transfer agreed.

Employment salaries already prior approved. The Clerk signs off all staff timesheets and the Chair or Vice Chairs signs off the Clerk’s timesheet.

1.17 ✓ VAT — The authority needs to have robust arrangements in place for handling its responsibilities regarding VAT.

The parish council is not VAT registered and has a special dispensation in place from HMRC for the small vatiable supplies it does make. The council have previously looked into whether it does need to become VAT registered due to the amount of income received from sports field bookings; however, following several case going to the high court it is considered that this activity can be treated as a non business supply. This means that it is not a vatiable service and the parish council does not need to become VAT registered.
 VAT is claimed back on a quarterly basis by the council.



The council holds an asset register and the parish caretaker on an annual basis inspects all assets and rates them as either good, satisfactory or poor which determines what action the council need to take on the asset. The allotment warden does this for the allotments and the council officers do this for the office.

The Caretaker undertakes a weekly visual inspection of all parish play areas and of the sports field, any issues are reported back to the office for action. The Allotment Warden inspects the allotments on a weekly basis as well. A written quarterly inspection is undertaken at all of our play areas which the parish caretaker is doing. On an annual basis all play areas are inspected independently by ROSPA and the reports are sent to the office for review and action. All reports are presented to the Asset Management meeting.
The Caretaker also as part of his weekly schedule walks around the parish and inspects the councils assets such as bins, benches, noticeboards etc.

- 1.18 Fixed Assets and Equipment — The authority’s assets need to be secured, properly maintained, and efficiently managed. Appropriate procedures need to be followed for any asset disposal and for the use of any resulting capital receipt.
- 1.19 Loans and long-term liabilities — Authorities need to ensure that any loan or similar commitment is only entered into after the authority is satisfied that it can be afforded and that relevant approvals have been obtained. Proper arrangements need to be in place to ensure that funds are available to make repayments of capital and any associated interest and other liabilities.
- 1.20 Review of effectiveness — Regulation 6 of the Accounts and Audit Regulations 2015 requires the authority to conduct a financial year review of the effectiveness of the system of internal control. The review needs to inform the authority’s preparation of its annual governance statement.
- 1.21 Supporting information on internal control can be found in Section 5.

The council have paid off the public works loan in place for Berryfield Village Hall early which saved c£11k.

To be reviewed.

Assertion 3 — Compliance with laws, regulations and proper practices

We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and proper practices that could have a significant financial effect on the ability of this smaller authority to conduct its business or on its finances.

To warrant a positive response to this assertion, the following processes need to be in place and effective:

The legal powers for each budget heading is detailed on the budget spreadsheet. When a new cost code is created the legal power is determined and listed on the spreadsheet. The council do have the general power of competence but feel it is good practice to list these powers in case the council lost the GPC.

- 1.22 Acting within its powers — All authorities’ actions are controlled by statute. Therefore, appropriate decision-making processes need to be in place to ensure that all activities undertaken fall within an authority’s powers to act. Authorities need to have robust procedures in place to prevent any decisions or payments being made that are ultra vires, i.e. that the authority does not have the lawful power to make. The exercise of legal powers needs always to be carried out reasonably. For that reason, authorities making decisions need always to understand the power(s) they are exercising in the context of their decision making.
- 1.23 General power of competence — An authority seeking to exercise a general power of competence under the Localism Act 2011 needs to ensure that the power is fully understood and exercised in accordance with the Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012.
- 1.24 Regulations and proper practices — Procedures need to be in place to ensure that an authority’s compliance with statutory regulations and applicable proper practices is regularly reviewed and that new requirements, or changes to existing ones, are reported to members and applied. Authorities need to have particular regard to the requirements of the Accounts and Audit Regulations 2015.

This is undertaken annually by reviewing this document.

The council have their own email domain. All councillors have their own council email account to ensure that they are not using their personal email account when undertaking council business.

- 1.25 ✓ Actions during the year — An authority needs to have satisfied itself that it has not taken any decision during the year, or authorised any action, that exceeds its powers or contravenes any laws, regulations, or proper practices.
- 1.26 ✓ Email management - every authority should have an email account that belongs to the council and to which the council has access.
- 1.27 Supporting information on compliance with laws, regulations and proper practices can be found in Section 5.

All council officers have their own work email account. All councils email accounts have the gov.uk domain. All council related matters are sent to the councillors council email address.

Assertion 4 — Exercise of public rights

We provided proper opportunity during the year for the exercise of electors’ rights in accordance with the requirements of the Accounts and Audit Regulations.

In order to warrant a positive response to this assertion the authority needs to have taken the following actions in respect of the previous year’s Annual Governance and Accountability Return:

- 1.28 Exercise of public rights. The authority provided for the exercise of public rights is set out in Sections 26 and 27 of the Local Audit and Accountability Act 2014. Part 5 of the Accounts and Audit Regulations 2015 requires the RFO to have published, including on the authority’s website or another website:

- Sections 1 and 2 of the Annual Governance and Accountability Return;
- a declaration that the status of the statement of accounts is ‘unaudited’; and
- a statement that sets out details of how public rights can be exercised, as set out in Regulation 15(2)(b), which includes the period for the exercise of public rights.

The exercise of public rights must be published before 1st July 24

- 1.29 External Auditor’s Review — A notice of the conclusion of the external auditor’s limited assurance review of the Annual Governance and Accountability Return, together with relevant accompanying information, was published (including on the authority’s website or other website) in accordance with the requirements of Regulation 16 the Accounts and Audit Regulations 2015.

This must be published no later than 30th September 24

- 1.30 A parish meeting may meet the publication requirements by displaying the information in question in a conspicuous place in the area of the authority for at least 14 days.

N/A

- 1.31 Supporting information on the exercise of public rights can be found in Section 5.

Assertion 5 — Risk management

We carried out an assessment of the risks facing this smaller authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.

In order to warrant a positive response to this assertion, the authority needs to have the following arrangements in place:

Annually the council review the insurance cover to ensure that the correct level of cover is in place.

Separate to the insurance policy for the assets the council have a cyber security policy

- 1.32 Identifying and assessing risks — The authority needs to identify, assess and record ✓ risks associated with actions and decisions it has taken or considered taking during the year that could have financial or reputational consequences.
- 1.33 Addressing risks — Having identified, assessed and recorded the risks, the authority ✓ needs to address them by ensuring that appropriate measures are in place to mitigate and manage risk. This might include the introduction of internal controls and/or appropriate use of insurance cover.
- 1.34 Supporting information on risk management can be found in Section 5.

If large value items are purchased during the year these are added to the insurance immediately. In the current year the new Beanacre bus shelter has been added and the new defibrillator installed at Pathfinder Way for example.

Assertion 6 — Internal Audit

We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.

In order to warrant a positive response to this assertion, the authority needs to have taken the following actions:

The council review the appointment of their auditor on an annual basis and considers whether they are independent and competent.

- 1.35 Internal audit — The authority needs to appoint an independent and competent person ✓ to undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes considering internal auditing guidance for smaller authorities.
- 1.36 The internal auditor must be able to demonstrate independence from the council's financial decision making. The Clerk, RFO or Councillors (or close associates such as family members of those individuals) are not considered independent from the council's financial decision making. ✓
- 1.37 Provision of information — The authority needs to ensure it has taken all necessary ✓ steps to facilitate the work of those conducting the internal audit, including making available all relevant documents and records and supplying any information or explanations required. The internal auditor is expected to inspect all documentation which should be supplied by the council on request from the auditor.
- 1.38 Non-statutory guidance on internal audit can be found in Section 4.

All documents requested by the auditor to enable them to conduct the audit are provided.

The internal audit is undertaken twice per year, interim (so during the financial year) and at year end.

Assertion 7 — Reports from Auditors

We took appropriate action on all matters raised in reports from internal and external audit.

The Full Council review every audit report at the next possible meeting following receipt of the report.

- 1.39 To warrant a positive response to this assertion, the authority needs to have considered all matters brought to its attention by its external auditor and internal audit and taken corrective action as appropriate.
- 1.40 Supporting information on reports from auditors can be found in Section 5.

Assertion 8 — Significant events

We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this smaller authority and, where appropriate have included them in the accounting statements.

To warrant a positive response to this assertion, the authority needs to have taken the following actions where necessary:

This has been considered for Covid previously.

- 1.41 Significant events — The authority needs to have considered if any events that occurred during the financial year (or after the year-end), have consequences, or potential consequences, on the authority’s finances. If any such events are identified, the authority then needs to determine whether the financial consequences need to be reflected in the statement of accounts.
- 1.42 Supporting information on significant events can be found in Section 5.

✗ Assertion 9 — Trust Funds (local councils only) The council do not have any trust funds.

Trust funds (including charitable). In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.

- 1.43 Where a local authority acts as a sole managing trustee for a trust or trusts, to warrant a positive response to this assertion the authority needs to have made sure that it has discharged all of its responsibilities with regard to the trust’s finances. This needs to include financial reporting and, if required, independent examination or audit.
- 1.44 Regardless of the above, the financial transactions of the trust do not form part of the authority’s accounts and are therefore not included in the figures reported on Section 2 of its Annual Governance and Accountability Return (see paragraph 2.30 below).
- 1.45 Supporting information on trust funds can be found in Section 5.

Approval process

The finance committee on 20th May will review this in detail ready for the Full Council on 17th June to approve.

- 1.46 The authority needs to approve the annual governance statement by resolution of members of the authority meeting as a whole, in advance of the authority approving the accounting statements in Section 2 of the Annual Governance and Accountability



Return. The Chair of the meeting and the Clerk need to sign and date the annual governance statement and a minute reference entered.

SECTION TWO — PROPER PRACTICES THE STATEMENT OF ACCOUNTS

Introduction

- 2.1. **The Local Audit and Accountability Act 2014 and the Accounts and Audit Regulations 2015 require all authorities to prepare a statement of accounts for each financial year in accordance with proper practices.** This guide presents the proper practices in relation to accounts that smaller authorities need to follow in preparing their annual accounts and follows the order set out in Section 2 of the Annual Governance and Accountability Return. To assist practitioners, a Pro-forma Annual Governance and Accountability Return is available alongside this guide.
- 2.2. For smaller authorities, the statement of accounts needs to be prepared in accordance with, and in the form specified in, any Annual Governance and Accountability Return required by these proper practices in relation to accounts. Smaller authorities with no financial transactions meet their responsibility to produce accounts by completing Form 1 of the Annual Governance and Accountability Return.
- 2.3. Section 2 of the Annual Governance and Accountability Return is a smaller authority's statement of accounts and takes the form of a summary income and expenditure account and a statement of balances. Where an authority's gross income or expenditure is not more than £200,000 for that year, or for either of the two immediately preceding financial years, the statement may take the form of a summary receipts and payments account.
- 2.4. An authority's statement of accounts needs to be in the form set out in Section 2 of the Annual Governance and Accountability Return. The figures entered in the relevant cells are the authority's receipts and payments for the year, or **its income and expenditure**, as appropriate. This guide assumes that most authorities maintain current records on a receipts and payments basis and convert these to income and expenditure at the year end, if necessary. Information and examples on the conversion process from receipts and payments to income and expenditure is provided in Section 5 and does not form part of proper practices.
- 2.5. All highlighted cells of the Annual Governance and Accountability Return need to be completed, including writing 'nil' or '0' in any cell that does not apply. Leaving cells blank may lead to questions by readers who may not be sure if the compiler intended a nil balance or whether an omission or error has occurred.
- 2.6. All figures in Section 2 of the Annual Governance and Accountability Return need to agree to the authority's primary accounting records. The RFO needs to be able to show how the figures in the Annual Governance and Accountability Return reconcile to those in the cashbook and other primary accounting records. Members need to see this reconciliation when they are asked to approve the statement of accounts in the Annual Governance and Accountability Return. Interested persons inspecting the accounts have a legal right to inspect the accounting records and all books, deeds,

The council report on an income & expenditure basis

MWPC do accruals, debtor and creditors at year end

The finance committee will review this on 20th May

contracts, bills, vouchers, receipts and other documents relating to those records, including this reconciliation.

- 2.7. The accounting statements present two years' accounts for the authority, side by side.
 ✓ The prior-year figures can be taken directly from the previous year's Annual Governance and Accountability Return or, if this is the first year of accounts, the prior-year figures will all be £0.
- 2.8. The figures for the preceding financial year are shown in the first column so that
 ✓ members, local electors, residents and other interested parties can easily see any significant changes that have occurred during the current year and help to set the context in which the accounts need to be viewed.
- 2.9. Where an error has been identified in the prior year's accounts, after the external auditor's review, which has resulted in the carried forward figure in Line 7 being amended, then the corrected figure needs to be carried forward to the current year's Annual Governance and Accountability Return. The authority must clearly indicate that the prior year column in the accounting statements is 'Restated' and inform the external auditor.
- a) Authorities that change the basis on which their accounts are presented, i.e. from income and expenditure to receipts and payments (or vice versa), need to ensure that the comparative accounts in the Annual Governance and Accountability Return are shown on a consistent basis and are reported in Section 2 of the Annual Governance and Accountability Return by adding the word 'Restated' at the top of the prior year column and explained by means of a note to the auditor.

Treatment of amounts refunded/reimbursed

Receipts and payments reporting

Refund/reimbursement of amounts paid or received must always be reported gross in R & P reporting in the AGAR.

Income and expenditure reporting

Refund/reimbursement of amounts paid or received should only be reported net where the refund is paid to/received from the original payee/payer.

Refunds/reimbursements from third parties (e.g. insurance providers) should never be netted off but always reported gross.

- 2.10. Authorities that participate in joint arrangements/committees must ensure that their own accounting records fully and accurately reflect the authority's appropriate share of joint arrangement/committee reserves, income, expenditure, assets and liabilities. Detailed guidance is given in Section 5.

Accounting statements

Line 1 — Balances brought forward

The parish council have joint projects with MTC- Shurnhold Fields (£106 maintenance which is held in the MWPC bank account), NHP (grant held with MTC). There are also a number of other projects such as Melksham Community Support (Wiltshire Age UK) which we pay a 50% share to and Melksham Emergency support which we hold the SSEN grant funding in our reserves.

2.11. This cell shows the opening figure for the summary of the smaller authority's annual accounts. It is the closing balance carried forward from the previous year's accounting statements – see paragraph 2.19 below. The amount in the current year cell in Line 1 should be the same figure as the 'balances carried forward' figure in the prior year column at Line 7.

Line 2 — Precept or rates and levies

2.12. For precepting authorities, this cell shows the total precept received or receivable in the year. For internal drainage boards this cell shows the total of rates and special levies received or receivable in the year. This cell should contain only the value of precepts or rates and levies received or receivable in the year. Any other receipts, including grants, are to be included in Line 3.

Line 3 — Total other receipts

2.13. This cell shows the authority's total income or receipts for the year, less the precept or rates and levies figure shown in Line 2. It will therefore include any repaid investments and loans, any monies borrowed to finance projects, proceeds from the sale of fixed assets, fees, charges, and grants such as council tax support grants.

2.14. Compilers of the accounting statements must exclude from the figure shown in Line 3 the value of any transactions recorded in the authority's accounting records arising from daily cash management activities. These transactions include transfers between bank current and deposit accounts and other short-term deposits. It is correct to record such transactions in the cash book for control and reconciliation purposes. However, they are not reported in the accounting statements because these transfers do not represent either receipts or payments or income or expenditure for the authority.

Transfers between accounts are not entered on to the finance system as receipts as its not income. The interest received from any transfer is entered into the account as a receipt.

2.15a. 'Total other receipts' for the year should include the Community Infrastructure Levy passed to a local council under Regulation 59A of the Community Infrastructure Regulations 2010 and received by the authority, in the year in which it is received by the authority.

2.15b. 'Total other receipts' for the year should include all grants received by the authority, in the year in which they are received by the authority. Income should only be accrued for where receipt is 'reasonably certain', for example where a principal authority has confirmed in writing its intention to provide a grant.

Line 4 — Staff costs

2.15. This cell shows all the costs to the authority relating to the employment of its staff. Staff costs for the purpose of Line 4 include the gross salary of employees, employer's national insurance contributions, employers pension contributions, gratuities for

Need to double check this before meeting as the Caretaker's travel allowance is processed through HMRC and is taxable. Therefore, this has been included in box 4

employees or former employees and severance or termination payments to employees. **The following are not staff costs for the purpose of Line 4;** mileage and **other travelling and subsistence allowances**, "Homeworking allowance" that is, an allowance paid to cover the extra costs of working from home, the provision of work-related training, the reimbursement of childcare or other carers costs, the reimbursement of a staff members subscription to the Society of Local Council Clerks, the provision of office supplies such as laptop, scanner or stationery and consultants and agency staff. **The definition of "staff costs" for the purposes of Line 4 may differ from what is, or is not, treated as taxable earnings by HMRC.** In as much as this is a change of reporting basis, corresponding figures from the preceding year must be restated in a similar basis.

Line 5 — Loan interest/capital repayments

The council have now paid off the PWL for Berryfield Village Hall in full.

- 2.16. This cell shows the total of capital and interest payments made by the authority in the year. It includes repayment of loan principal, whether as part of a scheduled repayment plan or as a special payment, and interest arising from any borrowing including bank overdrafts and credit cards.
- 2.17. Authorities preparing income and expenditure accounts need to make a provision in their accounts for any accrued interest payable at the year-end in accordance with the terms of any loan. The accrued value of unpaid interest due would be shown in this cell.

Line 6 — All other payments

- 2.18. This cell shows the authority's total expenditure or payments made in the year, less the total of the specific expenditure amounts shown in Lines 4 and 5. It will include the costs of purchasing fixed assets and undertaking capital projects and the costs of providing day to day services. Payments made regarding investments and long-term loans need to be included, but not entries that result from daily cash management activities, such as transfers between bank current and deposit accounts or the making of short-term investments – see 2.12 above.

Line 7 — Balances carried forward

- 2.19. This cell shows the closing figure for the balances of the authority after all of its financial transactions has been accounted for. The cell value is calculated by adding the amounts in Lines 2 and 3 to the balances brought forward in Line 1 and then deducting the sum of the amounts in Lines 4, 5 and 6.

Line 8 — Total value of cash and short-term investments

- 2.20. This cell shows the actual value of the authority's cash and short-term investments in the form of cash held, current and deposit accounts plus any short-term investments. The figure should be equal to the corresponding figure in the authority's cash book(s). ✓
- 2.21. Users of proprietary accounting software may choose to account for credit card transactions through a cashbook mechanism. Notwithstanding such arrangements, amounts owing on Credit Cards must not be included within Line 8, but are to be treated as creditors and thus included within the reconciliation between Lines 7 and 8.
- 2.22. Short-term investments, which mainly include deposit and savings accounts typically provided by banks, are those that display the following characteristics: ✓
- are denominated in pounds Sterling;
 - have a maturity of 12 months or less;
 - the whole of the original sum invested can, from the time that the investment is made, be accessed for use by the authority without any reduction; and
 - the authority has assessed the counterparty and is satisfied that the original sum invested is not subject to unreasonable risk.
- 2.23. For authorities preparing accounts on a receipts and payments basis, the figure in Cell 8 will be the same as that shown in Cell 7. For other authorities a statement needs to be prepared to explain the difference by reference to the adjustments that have been made to convert the accounts to an income and expenditure basis, particularly accounting for debtors, creditors, and provisions. Further information and examples on converting accounts from receipts and payments to income and expenditure are provided in Section 5.
- 2.24. The authority will need to reconcile this figure to its year-end bank account statements and submit the reconciliation to the external auditor. Further information on bank reconciliations can be found in Section 5. ✓

MWPC do not have a credit card but have a corporate multi pay card which is debited from Unity Trust Bank.

MWPC deposited funds in fixed term deposits during 23/24. An instant access account was also set up with some funds put into this account. MWPC have recently put funds into the CCLA Public Sector Deposit Fund which will show in the 24/25 year.

MWPC accounts are income & expenditure so we have done accruals & debtors at year end etc. The reconciliation between box 7 & 8 is included in the agenda pack.

Line 9 — Total fixed assets plus long-term investments and assets

- 2.25. This cell shows the value of all the fixed assets and long-term investments the authority owns. It is made up of its fixed assets and long-term investments. The term fixed assets mean the property, plant and equipment used by the authority to deliver its services. A long-term investment arises where the authority invests money in anything other than a short-term investment. ✓
- 2.26. Authorities need to maintain a register of the fixed assets, long-term investments and other non-current assets that they hold. ✓
- 2.27. The value of the cell at Line 9 is taken from the authority's asset register which is up-to-date at 31 March and includes all acquisition and disposal transactions recorded in the cash-book during the year. Long term loan assets should be included at the amount originally advanced, less any subsequent repayments. Authorities need to apply a reasonable approach to asset valuation which is consistent from year to year.

Where an authority changes its method of asset valuation it will need to restate the prior year's figure in line 9 of the AGAR.

2.28. Further information on fixed assets and long-term investments can be found in Section 5.

Line 10 — Total borrowings

2.29. This cell shows the outstanding capital balance of all borrowings from third parties at the end of the year, including all loans but excluding bank overdrafts. Authorities need to maintain a record of all borrowings and similar credit arrangements entered into, other than temporary bank overdrafts. Further information can be found in Section 5.

MWPC paid off the loan in full in 23/24 which means the amount in this box is £0 at Year end.



Line 11 — Disclosure note re trust funds (local councils only) N/A

2.30. Cell 11a requires a local council only to answer 'yes' or 'no' to whether it acts as sole trustee for, and is responsible for managing trust funds or assets.

2.31. The council then needs to ensure that the accounting statements in Section 2 of the Annual Governance and Accountability Return exclude any trust transactions or balances (see paragraph 1.41 above) and confirm this statement with a yes or no response at cell 11b.

2.32. Where cell 11a is answered No then it would be anticipated that cell 11b would be answered N/A.

Signature of responsible finance officer

2.33. Notwithstanding who prepared the statement of accounts, it is the responsibility of the authority's RFO to certify it as either presenting fairly the financial position of the authority or properly presenting its receipts and payments, as the case may be. In so certifying the RFO confirms that proper practices have been followed in preparing the statement of accounts.

Signature of chair

2.34. After the RFO has signed the statement of accounts, the members of the authority meeting as a whole need to consider it and approve it by resolution. Alongside the RFO's certificate, the person presiding at the meeting at which the statement of accounts is approved needs to confirm, by signing and dating the statement at the bottom of Section 2 of the Annual Governance and Accountability Return, that the accounts have been approved by the authority in accordance with the Accounts and Audit Regulations 2015.

This will be on the agenda for consideration at the Full Council on 17th June 24. If approved the Chair will sign.

2.35. The authority needs to ensure that the accounting statements are signed by the RFO and approved by the authority, by the latest date in order for the RFO to comply with



the duty to commence the period for the exercise of public rights so that it includes the first ten working days of July.

Accompanying information

2.36. There is no provision in the Annual Governance and Accountability Return (AGAR) for additional notes to explain and expand on the figures shown in the accounting statements. To address this, authorities need to provide the following accompanying information to the external auditor, where **Form 3 of the AGAR is subject to review by the external auditor.** MWPC

Explanation of variances

2.37. Authorities need to understand the changes in income and expenditure from year to year and their significance. The RFO needs to produce an explanation of significant variances in annual levels of income, expenditure and balances shown in Section 2 of the Annual Governance and Accountability Return that provides a sufficiently detailed and meaningful analysis and explanation of the reasons for the change.

An explanation of variances has been included in the agenda pack for the finance committee 20th May to review.

Bank reconciliation

2.38. The year-end bank reconciliation (see paragraph 1.10 above) needs to be provided to ✓ the external auditor together with the Annual Governance and Accountability Return and other accompanying documentation.

2.39. The external auditor may request that other information is provided to support their review of the Annual Governance and Accountability Return. The authority needs to comply with any such requests.

2.40. Supporting information on completion of the accounting statements can be found in Section 5.

Certificate of exemption ✗

2.41. Where an authority meets the criteria for certifying itself exempt in the year of account to which the AGAR relates and wishes to certify itself exempt from a limited assurance review, it needs to complete the Declaration of No Accounts and Certificate of Exemption in AGAR Form 1 or Certificate of Exemption in AGAR Form 2 following a meeting of the authority after 31 March; return a copy of the exemption certificate to the external auditor by 30 June and publish a copy on the authority's website before the 1 July immediately following the financial year end.

SECTION THREE — PROPER PRACTICES IN ACCOUNTS FOR A SMALLER AUTHORITY



Introduction

- 3.1. Regulation 8(1) of the Local Audit (Smaller Authorities) Regulations 2015 allows smaller authorities with annual turnover exceeding £25,000 to decide to prepare a statement of accounts and be audited as if it were a relevant authority that is not a smaller authority. This is defined in the Regulations as a ‘full audit authority’.
- 3.2. For the purposes of the Accounts and Audit Regulations 2015, a full audit authority is treated as a Category 1 authority.
- 3.3. Regulation 7 of the Accounts and Audit Regulations 2015, requires a Category 1 authority to prepare a statement of accounts in accordance with the regulations and proper practices in relation to accounts. Regulation 5 requires a Category 1 authority to prepare an annual governance statement in accordance with proper practices in relation to accounts.
- 3.4. The proper practices in relation to accounts for a full audit authority are set out in this guidance issued by JPAG.

Proper practices – statement of accounts

- 3.5. JPAG recommends that a full audit authority should follow the proper accounting practices found in UK GAAP (FRS 102) issued by the Financial Reporting Council (unless modified by this guide).
- 3.6. Alternatively, a full audit authority may adopt as proper practices the Code of Practice on Local Authority Accounting in the UK issued by CIPFA/LASAAC.

Proper practices – annual governance statement

- 3.7. JPAG recommends that a full audit authority should follow Delivering Good Governance in Local Government: Framework, published by CIPFA and SOLACE in 2007 and its subsequent addendum, published in 2012, which provides an updated example annual governance statement. A full audit authority may also wish to refer to Delivering good governance in local government: A guidance note for English authorities, published by CIPFA/SOLACE in 2012, which is intended to assist authorities in reviewing their governance arrangements and can be used in conjunction with the Framework and the addendum.
- 3.8. Alternatively, a full audit authority may use the annual governance statement in Section 1 of the Annual Governance and Accountability Return (see Section 1 of this guide and the pro-forma Annual Governance and Accountability Return available alongside this guide).

SECTION FOUR — BEST PRACTICE GUIDANCE FOR INTERNAL AUDIT

Introduction

- 4.1. This section intends to provide members and officers of smaller authorities as well as those offering to provide internal audit services to such authorities, details of the legal framework, regulations and guidance to be followed.
- 4.2. Smaller authorities are required by the Accounts and Audit Regulations 2015 to 'undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance'.
- 4.3. The public sector internal audit standards have not been applied to smaller authorities. The information in this section is therefore guidance and should be considered by smaller authorities in undertaking a best practice effective internal audit.
- 4.4. It is not the purpose of either internal or external audit to detect or prevent fraud. However if internal auditors identify concerns as part of the review, they may wish to contact the authority's external auditor who are a 'prescribed body' under the Public Interest Disclosure Act.
- 4.5. It is not the role of any internal auditor to complete Section 1 or Section 2 of the AGAR, that is the responsibility of the authority.

MWPC has two internal audits per financial year. Interim and year end.

Selecting and appointing an internal audit provider

- 4.6. In addition to ensuring the appointed internal auditor has relevant knowledge of the public sector, there are two key principles an authority must follow in appointing an internal audit provider: independence and competence.
- 4.7. There are various ways for an authority to source an internal audit service, for example:

- Purchasing an internal audit service from a local firm or specialist internal audit practice with an understanding of the local government legal framework
- Purchasing an internal audit service from a principal local authority
- Engaging a competent internal auditor with sufficient organisational independence to undertake the role
- Appointing a local individual or a member of a panel of individuals administered with appropriate safeguards and segregation of duties by a local association affiliated to NALC, SLCC or ADA.

There is no requirement for a person providing the internal audit role to be professionally qualified, however essential competencies to be sought from any internal audit service should include:

MWPC consider the independence and competence of the internal auditor annually when looking to appoint for the next financial year.

IAC Audit and Consultancy were the internal auditors for 23/24 and have been appointed for 24/25 as the council. MWPC feel that they are still independent and competent.

Although, IAC have been the council's auditors for some time it hasn't always been the same auditor who has undertaken the audit so there is a different set of eyes.

MWPC

- understanding basic book-keeping and accounting processes; where an authority exceeds the £200,000 threshold, this understanding must include accrual accounting and balance sheets
- ✓ • understanding the role of internal audit in reviewing systems rather than undertaking detailed checks that are more appropriately the responsibility of management
- ✓ • awareness of relevant principles and practice of financial and other risk management
- ✓ • understanding proper practices in relation to governance and accounting requirements within the legal framework and powers of smaller authorities, as set out in Sections 1 and 3 of this guide (knowledge of which is a prerequisite)
- ✓ • awareness of the most recent model Standing Orders and model Financial Regulations as published by NALC and how they are adopted by authorities
- ✓ • awareness of the relevance of VAT and PAYE/NIC rules as applied to the authority
- for larger authorities, a clear understanding of the risks and controls associated with 'cut off' procedures, particularly with respect to revenue-generating activities

Independence

- 4.9. Independence requires the absence of any actual or perceived conflict of interest. It means that whoever carries out the internal audit role does not have any involvement in, or responsibility for, the financial decision making, management or control of the authority, or for the authority's financial controls and procedures.
- 4.10. A current or recent authority member, who cannot demonstrate independence from decisions in the year to be audited, cannot be its internal auditor. Similarly, it would not be appropriate for any individual or firm with a personal connection to a member or officer of the authority to be appointed. Conflicts of interest must be avoided, such as in cases where an external provider of accounting software or services to the authority, also offers internal audit services through an associate company, firm or individual.
- 4.11. There is no requirement to rotate auditors but the independence of the appointed person or firm should be reviewed every year with regard to; personal independence, financial independence, and professional independence. As per comments above, this is considered on an annual basis. The council have previously looked at other auditors but feel that IAC still have personal, financial and professional independence

Competence

- 4.12. Evidence as to competence might include letters of recommendation from other similar authorities.

Engagement

4.13. Every authority should ensure that they have a letter of engagement which would normally include:

- ✓ ● roles and responsibilities
- audit planning and timing of visits
- reporting requirements
- rights to access to information, members and officers
- period of engagement
- remuneration
- any other matters required for the management of the engagement by the authority

4.14. Most internal auditors will have professional indemnity insurance cover which provides both the authority and the person or firm engaged, with protection and assurance.

Planning and oversight

4.15. It is a matter for the authority to determine how best to meet the statutory requirement ✓ for internal audit, having regard to its size, scope of services and complexity of financial arrangements.

4.16. Authorities should, at least annually, carry out a review of the effectiveness of their overall internal audit arrangements. ✓ It should be designed to provide sufficient assurance for the authority that standards are being met and that the work of internal audit is effective. Authorities should judge the extent and scope of the review by reference to their own individual circumstances.

4.17. As with any review, it should be evidence based.
Wherever possible this should be gathered throughout the year.
Sources may include:

- ✓ ● previous review and action plan
- annual report by internal audit
- other reports from internal audit, including internal audit plan, monitoring reports, and the results of any investigations
- any reports by the external auditor
- the results of any other external reviews of internal control

4.18. As part of the review the internal auditor should produce a report to the authority ✓ highlighting areas for improvement or development. An action plan should be produced setting out the areas of improvement required, any proposed remedial actions, the members or officers responsible for delivering improvement, and the deadlines for completion of the actions.

4.19. Internal auditors should be aware of the National Audit Office guidance to external auditors regarding the additional work expected in respect of authorities with income or

All auditor reports
are presented to
Full Council

expenditure in excess of £2,000,000

Internal Audit Checklist

4.20. The following sets out the basic requirements for conduct of an effective internal audit review of an authority's financial and governance records and controls facilitating the completion of the Internal Audit Report in an authority's Annual Governance and Accountability Return (AGAR). The detail is not exhaustive but aims to provide Proper Officers and internal auditors with a basic guide to the controls that should ideally be in place and physical checks/testing that should be applied. Where records examined include personal detail, such as in the case of staff salaries, allotment records and detail of hall hirers on invoices, care should be taken to ensure compliance with the requirements of the General Data Protection Regulations (GDPR).

4.21. Internal auditors should also, as part of the overall check on the authority's governance arrangements, review all full authority and committee minutes (and supporting papers) to gain an overview of the authority's financial and governance controls, monitoring that no actions of a potentially unlawful nature are being considered or any such decisions have been taken and that approval of all minutes is in accordance with the legislation.

This particular facet does not align to an individual section of the internal audit report in the AGAR but serves to give a degree of high-level indication as to the effectiveness of an authority's overall controls and decision-making process.



AGAR certificate reference	Internal Audit action for expected controls
<p>A. Appropriate accounting records have been properly kept throughout the year.</p> <p>AND</p> <p>I. Periodic bank account reconciliations were properly carried out during the year.</p> <p><small>The auditor has queried this with us previously. MWPC are now depositing funds in the CCLA</small></p>	<ul style="list-style-type: none"> ✓ ● Ensure the correct roll forward of the prior year cashbook balances to the new financial year ✓ ● Check a sample of financial transactions in cashbooks to bank statements, etc: the sample size dependent on the size of the authority and nature of accounting records maintained <small>The auditor will asks for a selection of invoices from bank statements to check that they have been properly accounted for and authorised by council.</small> ● Ensure that bank reconciliations are prepared routinely, ✓ are subject to independent scrutiny and sign-off by members ● Verify the accuracy of the year-end bank reconciliation ✓ detail and ensure accurate disclosure of the combined cash and bank balances in the AGAR, section 2, line 8. ● Where the authority has bank balances in excess of ✓ £100,000 it has an appropriate investment strategy.
<p>B. This authority complied with its financial regulations,</p>	<ul style="list-style-type: none"> ✓ ● Review the procedures in place for acquisition of formal tenders and quotes, ensuring they are in line with the


<p>payments were supported by invoices, all expenditure was approved and VAT appropriately accounted for.</p> <p>As per above this is checked by the auditor. Although, we don't use a certification stamp each invoice is signed of by the RFO and the two finance councillors authorising payments for that month.</p>	<p><u>SOs and FRs</u> which should be based on the latest version.</p> <ul style="list-style-type: none"> ✓ ● Ensure that consistent values are in place for the acquisition of formal tenders between SOs and FRs (frequently different limits are recorded in the two documents) ✓ ● Review the procedures for receipt of invoices, agreement of invoice detail and confirmation of goods /services delivery and approval for payment: ideally, a suitably designed certification stamp should be in place providing for evidencing of these checks and payment authorisation ✓ ● Check that there is effective segregation between the writing of cheques or the setting up of online payments, and physical release of payments ✓ ● Check that VAT reclaims are prepared and submitted in a timely manner in line with the underlying records and in accordance with current HMRC requirements ✓ ● Where debit / credit cards are in use, establish the total monthly and individual transaction limits and ensure appropriate controls over physical security and usage of the cards are in place
<p>C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.</p>	<ul style="list-style-type: none"> ✓ ● Ensure that authorities have prepared, and formally adopted, at least once annually, an appropriate and comprehensive register of assessed risks, both regular and ad hoc MWPC did this in Jan 24 ✓ ● Ensure that appropriate levels of insurance cover are in place for land, buildings, public, employers' and hirers' (where applicable) liability, fidelity / employees (including councillors) liability, business interruption and cyber security ✓ ● Ensure that appropriate arrangements are in place for monitoring play areas, open spaces and sports pitches: such reviews should be undertaken by appropriately qualified external inspectors or, if by officers or members, that they have received the appropriate training and accreditation ✓ ● Review the effectiveness of internal control carried out by the authority
<p>D. The precept or rates requirement resulted from an</p>	<ul style="list-style-type: none"> ✓ ● Ensure that the full Authority, not a committee, has considered, approved and adopted the annual precept

<p>adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.</p> <p>Full Council review on a quarterly basis</p>	<p>for the coming year in accordance with the required parent Authority timetable</p> <ul style="list-style-type: none"> ● Ensure that current year budget reports are prepared and submitted to Authority / Committees periodically during the year with appropriate commentary on any significant variances ✓ ● Review the budget performance either during the year or at the financial year-end seeking explanations for any significant or unanticipated variances ● Ensure that the Authority has considered the establishment of specific earmarked reserves and, ideally, reviews them annually as part of the budget assessment process ✓ ● Ensure that the precept received in the accounts matches the prior year submission form to the relevant authority and the <u>public record of precepted amounts</u>
<p>E. Expected income was fully received based on correct prices, properly recorded and promptly banked; and VAT appropriately accounted for.</p> <p>Not hall hire but we have a register for all sports field bookings</p>	<ul style="list-style-type: none"> ✓ ● Review “Aged debtor” listings to ensure appropriate follow up action is in place ✓ ● Allotments: ensure that appropriate signed tenancy agreements exist, that an appropriate register of tenants is maintained identifying, that debtors are monitored. ● Burials: ensure that a formal burial register is maintained that it is up-to-date and that a sample of interments and memorials are appropriately evidenced, that fees have been charged at the correct approved rate and been recovered within a reasonable time: (<u>Authorities should also acquire and retain copies of Burial / Cremation certificates</u>) ● Hall hire: ensure that an effective diary system for bookings is in place identifying the hirer, hire times and ideally cross-referenced to invoices raised
	<ul style="list-style-type: none"> ✓ ● Leases: ensure that leases are reviewed in a timely manner in accordance with the terms of the lease and rents similarly reviewed appropriately at the due time ✓ ● Other variable income streams: ensure that appropriate control procedures and documentation are in existence to provide a clear audit trail through to invoicing and recovery of all such income ✓ ● Where amounts are receivable on set dates during the year, ensure that an appropriate control record is maintained duly identifying the date(s) on which income

<p>F. Petty Cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for</p> <p>N/A MWPC do not have any petty cash</p>	<p>is due and actually received / banked</p> <ul style="list-style-type: none"> ● A number of authorities are now running down and closing their petty cash accounts and using debit / credit cards for ad hoc purchases. Consequently, a “Not covered” response is frequently required in this area. ● Review the systems in place for controlling any petty cash and also cash floats (used for bar, catering, etc) ● Check a sample of transactions during the financial year to ensure appropriate supporting documentation is held ● Review the existence of evidenced periodic independent verification of the petty cash and any other cash floats held ● Ensure that VAT is identified wherever incurred and appropriate ● Physically check the petty cash and other cash floats held ● Where bar or catering facilities are in place, ensure that appropriate cashing-up procedures are in place reconciling the physical cash takings to the till “Z” total readings
<p>G. Salaries to employees and allowances to members were paid in accordance with the authority’s approvals, and PAYE and NI requirements were properly applied.</p> <p>MWPC do not claim employers allowance as not eligible.</p>	<ul style="list-style-type: none"> ✓ ● Ensure that, for <u>all staff</u>, a formal employment contract is in place together with a confirmatory letter setting out any changes to the contract ✓ ● Ensure that appropriate procedures are in place for the payment of members allowances and deduction of any tax liability ✓ ● Ensure that, for a sample of staff salaries, gross pay due is calculated in accordance with the approved spinal point on the <u>NJC</u> scale or hourly rate, if off-scale, and also with the contracted hours ✓ ● Ensure that appropriate tax codes are being applied to each employee ✓ ● Where <u>free</u> or <u>paid for</u> software is used, ensure that it is up to date. ✓ ● For the test sample of employees, ensure that tax is calculated appropriately ✓ ● Check the correct treatment of Pension contributions ✓ ● For NI, ensure that the correct deduction and employer’s contributions are applied: NB. The <u>employers allowance</u> is not available to councils but may be used by other

	<p>authorities</p> <ul style="list-style-type: none"> ● Ensure that the correct employers' pension percentage contribution is being applied ✓ ● Ensure that for the test sample, the correct net pay is paid to the employee with tax, NI and pension contributions correctly paid to the respective agencies.
<p>H. Asset and investment registers were complete and accurate and properly maintained.</p> <p>This section/assurance should be extended to include loans to or by the authority</p>	<p>Tangible Fixed Assets:</p> <ul style="list-style-type: none"> ● Ensure that the Authority is maintaining a formal asset register and updating it routinely to record new assets at historic cost price, net of VAT and removing any disposed of / no longer serviceable assets ✓ ● Physically verifying the existence and condition of high value, high risk assets may be appropriate ● Ideally, the register should identify for each asset the purchase cost and, if practicable, the replacement / insured cost, the latter being updated annually and used to assist in forward planning for asset replacement ✓ ● Additions and disposals records should allow tracking from the prior year to the current ● Ensure that the asset value to be reported in the AGAR at section 2, line 9 equates to the prior year reported value, adjusted for the nominal value of any new acquisitions and / or disposals ✓ ● Compare the asset register with the insurance schedule to ensure that all assets as recorded are appropriately insured or "self-insured" by the Authority <p>Fixed asset investments:</p> <ul style="list-style-type: none"> ● Ensure that all long-term investments (i.e., those for more than 12 month terms) are covered by the "<u>Investment Strategy</u>" and reported as Assets in the AGAR at section 2, line 9. <p>Borrowing and Lending:</p> <ul style="list-style-type: none"> ✓ ● Ensure that the authority has sought and obtained appropriate <u>DMO approval</u> for all loans acquired ● Ensured that the authority has accounted for the loan appropriately (i.e., recorded the full value of the loan. ✓ ● Any arrangement fee should be regarded as an admin expense) in the year of receipt ● Ensure that the combined principal loan repayment and interest for the year is correctly recorded in the AGAR at section 2 line 5 ✓

	<ul style="list-style-type: none"> ● Ensure that the outstanding loan liability as at 31st March each year is correctly recorded in the AGAR at section 2, line 10 (value should be verified via the <u>DMO website</u>) ● Where the Authority has issued loans to local bodies, they should ideally seek signed indemnities from the recipient body, or their members, agreeing to underwrite the loan debt
<p>J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cashbook, supported by an adequate audit trail from underlying records and, where appropriate, debtors and creditors were properly recorded.</p>	<p>Whilst IAs are not required to verify the accuracy of detail to be disclosed in the AGAR, this assertion, together with the expectation of most Authorities, effectively requires IAs to ensure that the financial detail reported at <u>section 2 of the AGAR</u> reflects the detail in the accounting records maintained for the financial year. Consequently, IAs should</p> <ul style="list-style-type: none"> ● Ensure that, where annual turnover exceeds <u>£200,000</u>, appropriate records are maintained throughout the year on an Income and Expenditure basis to facilitate budget reporting in that vein ● Ensure that appropriate accounting arrangements are in place to account for debtors and creditors during the year and at the financial year-end
<p>K. If the authority certified itself as exempt from a limited assurance review in the prior year, it met the exemption criteria and correctly declared itself exempt. </p>	<p>IAs should ensure that, <u>all relevant criteria are met</u> (receipts and payments each totalled less than £25,000)</p> <ul style="list-style-type: none"> ● the correct exemption certificate was prepared and minuted in accordance with the statutory submission deadline ● that it has been published, together with all required information on the Authority's website and noticeboard
<p>L. The authority publishes information on a free to access website / web page, up to date at the time of the internal audit in accordance with the relevant legislation</p>	<p>IAs should review the Authority's website ensuring that all required documentation is published in accordance with the relevant legislation.</p>
<p>M. The authority, during the previous year, correctly provided for the period for the exercise of public rights as required by the Accounts and</p>	<p>IAs should acquire / examine a copy of the required "Public Notice" ensuring that it clearly identifies the statutory <u>30 working day period when the Authority's records are available for public inspection</u>. </p>

Audit Regulations.	IAs may also check whether councils have minuted the relevant dates at the same time as approving the AGAR ✓
N. The authority complied with the publication requirements for the prior year AGAR.	IAs should ensure that the statutory disclosure / publication requirements in relation to the prior year’s AGAR have been met as detailed on the front page of the current year’s AGAR. ✓
O. Trust funds (including charitable) - the Council met its responsibilities as a trustee 	<ul style="list-style-type: none"> ● Confirm that all charities of which the council is a Trustee are up to date with CC filing requirements ● that the council is the sole trustee on the <u>Charity Commission register</u> ● that the council is acting in accordance with the <u>Trust deed</u> ● that the Charity meetings and accounts recorded separately from those of the council ● review the level and activity of the charity and where a risk based approach suggests such, review the <u>Independent Examiners</u> report

Reporting on Internal Audit

- 4.22. ✓ The duties of internal audit relate to reporting on the adequacy and effectiveness of an authority’s system of internal control. The minimum reporting requirement for internal audit to the smaller authority is met by completing the annual internal audit report on the Annual Governance and Accountability Return.
- 4.23. ✓ In most cases, an additional narrative report to the full council would be expected. It is advised that all councils publish this full report on their websites with the AGAR along with any comments from the external auditor.
- 4.24. ✓ Any narrative report should have conclusions that are compatible with the entries on the AGAR.
- 4.25. ✓ The annual internal report will inform the authority’s response to Assertion 2 and Assertion 6 in the annual governance statement.
- 4.26. ✓ An authority should minute their review and actions planned from the outcomes of the AGAR tests and content of any narrative reports from Internal Auditors.

SECTION FIVE — SUPPORTING INFORMATION FOR OFFICERS

Introduction

- 5.1. Sections 1, 2 and 3 of this guide represent the 'proper practices' referred to in statute. They set out for smaller authority clerks and RFOs the appropriate standard of financial and governance reporting. They are mandatory.
- 5.2. Section 4 sets out best practice guidance relating to internal audit which smaller authorities are required to take into account.
- 5.3. This section contains information and practical examples to support Finance and Proper Officers in complying with proper practices to complete their Annual Governance and Accountability Return (AGAR) Form 2 or Form 3 submissions.
- 5.4. It cannot and does not set any mandatory requirements in respect of the AGAR. It does however include references to statutory requirements where appropriate.
- 5.5. General information about smaller authorities and their responsibilities can be found on the following websites; [National Association of Local Councils](#), [Society of Local Council Clerks](#) and [Association of Drainage Authorities](#).
- 5.6. In accordance with [Section 6 of the Local Audit and Accountability Act 2014](#), an authority is a 'smaller authority' for a financial year if the higher of the authority's gross income for the year and its gross expenditure for the year **does not exceed £6.5m for that year or either of the two previous years** (three consecutive years). This section of the guide uses the term 'authority' to refer to all types of smaller authority.
- 5.7. Authorities whose activity puts them near the £6.5m limit should monitor their compliance needs during the year rather than waiting until the year end date.

MWPC

Annual Governance Statement (AGS)

- 5.8. For all assertions, an authority should aim to be able to answer "Yes". Where a "No" answer is required, supporting information and explanations will need to be published and provided to the external auditor to allow them to assess whether an 'other matter' or a 'qualification' is required.
- 5.9. Best practice and examples for each of the assertions in Section 1 of the AGAR are as follows

AGS Assertion 1 — Financial management and preparation of accounts

Accounting Records and supporting documents:

- 5.10. All authorities, other than parish meetings where there is no parish council, need to appoint an officer, the RFO, to be responsible for the financial administration of the authority in accordance with [section 151 of LGA 1972](#).



The Clerk is the RFO for MWPC.

- 5.11. ✓ The proper segregation of duties means that the Chairman of the authority or of the Finance Committee should never be appointed (even on a short-term basis) either as Clerk or as RFO, except that the Chairman of a parish meeting (where there is no parish council) is required to keep its accounts by Section 150(6) of the Local Government Act 1972. The clerk to the authority is often also appointed as the RFO, but this is not automatically the case. The authority should formally determine in whom the responsibility vests, recognising that there are particular risks that arise in the unusual circumstances where an elected member is appointed (unpaid) as the RFO. Decisions about appointing the RFO should always be the subject of a full risk assessment and consideration evidenced in the minutes.
- 5.12. ✓ The RFO is responsible for determining, on behalf of the authority, the form of its accounting records and supporting records and its financial control systems. The RFO must also ensure that the financial control systems are observed and that the accounting records of the authority are kept up to date.
- 5.13. ✓ The accounting records must contain entries from day to day of all sums of money received and expended by the authority and the matters to which its income and expenditure or receipts and payments relate; and a record of the assets and liabilities of the authority.
- 5.14. ✓ It is good practice for the accounting records to contain a record of income and expenditure in relation to claims made for contribution, grant or subsidy from a government department or other public body.
- 5.15. The financial control systems must include:
- ✓ • measures to ensure that the financial transactions of the authority are recorded as soon as, and as accurately as, reasonably practicable
 - ✓ • measures to enable the prevention and the detection of inaccuracies and fraud, and the reconstitution of any lost records
 - ✓ • measures to ensure that risk is appropriately managed
 - ✓ • identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers.
- 5.16. Books of account, manual or computerised, provide the basis for the accounting statements.
 A good set of books will allow an authority to quantify at any time:
- ✓ • the amounts that it has spent in the year, the income it has received and its financial commitments
 - ✓ • whether, in the light of this information, its spending plans for the rest of the year are still affordable
 - ✓ • the assets that it owns (for example, land, buildings, vehicles, investments, cash)
 - ✓ • the liabilities that it owes (for example, outstanding payments for goods/services, borrowings).
- 5.17. ✓ The record of the assets and liabilities of the authority required by regulation means in practice the asset and investment register and record of loans and other debts.

This applies whether the council holds its records on a receipt and payments or income and expenditure basis.

Bank reconciliation:

- 5.18. ✓ The most important accounting record maintained by authorities will be the cash book which is a register of all the payments made and receipts taken in by the authority. Electronic payments and receipts are instant, but there can be considerable timing differences on cheques paid out and received. For this reason the bank statement alone is not a sufficient record.
- 5.19. ✓ It is a requirement of the current model financial regulations that bank reconciliations be prepared regularly, approved by members and signed as part of the regular minute record. Bank recs prepared on a monthly basis for all accounts and are checked and signed by 2x finance members.
- 5.20. ✓ The year-end bank reconciliation is a key financial control as it will provide evidence to support the total cash and short-term investments balance shown in Line 8 in Section 2 of the authority's AGAR. As bank statements may be made up to different dates in the month, care should be taken, particularly at year-end, to ensure that the statement being reconciled includes balances as at 31 March.
- 5.21. ✓ Direct debits and standing orders should always be accounted for on the date they clear the bank. They should never appear on a bank reconciliation.
- 5.22. ✓ Electronic payments should only appear on the reconciliation if they have been scheduled for a date on or before that of the reconciliation in the banking system. Payments scheduled for after the reconciliation date remain creditors.
- 5.23. ✓ Unpaid invoices are trade creditors for I&E accounts or following year transactions for R&P accounts. They should not appear on the bank reconciliation.
- 5.24. A standard layout for a consolidated year-end bank reconciliation is below. Reconciliations may alternatively be provided for each individual account whilst ensuring that the total equates to Box 8.

Bank Reconciliation		As at 31 March 2022			
Authority Name					
Balance as per bank statement on 31 March 2022					
		Account No.		£	£
Current account	Mybank Plc	12345678		10,000.00	
Instant Access	Mybank Plc	24681357		3,000.00	
Savings account	Former Bld Society Plc	97538642		10,000.00	
Petty cash tin				100.00	
					23,100.00
Less uncleared cheques					
	154			-60.00	

	157			-350.00	
					-410.00
Add unbanked cash and income					
	Allotment fees			50.00	
					50.00
Accounting system cash book balance as at 31 March 2022					22,740.00
Prepared by	(Name of RFO)			on	
Approved by	(Minute reference of council approval)			on	

Budget setting:

5.25. The budget has two main purposes:

- ✓ • It results in the authority setting the precept for the year (or rates and special levies for IDBs) and provides a basis for monitoring progress during the year by comparing actual spending and income against planned spending and income.
- ✓ • The budget thus sets the legal limit of spending pre-authorised by the authority, as required by LGA 1972.

5.26. It is essential that authority members understand how the budget is put together and how it is used in the running of the authority. Reviewing the budget against actual expenditure at least quarterly gives members an early warning about the likelihood of a shortfall (or surplus) and helps them to decide what to do. ✓ This is presented to Full Council on a quarterly basis

5.27. For larger authorities, it is prudent to develop a multi-year medium-term financial plan as well as the basic precept budget. This should include consideration of projected reserve levels, particularly of the general reserve.

5.28. The key stages in the budgeting process are

- decide the form and level of detail of the budget;
- review the current year budget and spending;
- determine the cost of spending plans;
- assess levels of income;
- bring together spending and income plans;
- provide for contingencies and consider the need for general and earmarked reserves;
- approve the budget;
- confirm and submit the precept or rates and special levies;
- review progress against the budget regularly throughout the year - at least quarterly in all but exempt authorities - including a year end projection and a clear minuted commentary of likely significant variances from the budget;

The finance committee look at the budget in detail at the budget meeting in January.

The budget spreadsheet includes the original budget for the current year and estimated year end projection. This is where it is identified that the council may be over budget and action can be taken ever from CIL, solar farm or reserves.

During the year if an item of spend that has been budgeted for is approved members are made aware so that consideration can be given as to where the funds will come from.

- virements (transfers between budget lines) are permitted but not required - they should be used to clarify the situation of the authority alongside budget variances arising from unforeseen circumstances.

Investments:

- 5.29. Most authority reserves are held in instant or notice bank accounts or other short-term investments (see paragraph 2.22 for a definition). Occasionally, circumstances necessitate authorities to make other types of investment, for example when saving for a future capital project or while deciding how to apply the proceeds of an asset sale or a donation. ✓
- 5.30. In deciding whether it is appropriate to make long-term investments, the authority should follow the Ministry Guidance on local government investments.

Reserves:

- 5.31. As with any financial entity, it is essential that authorities have sufficient reserves (general and earmarked) to finance both their day-to-day operations and future plans. ✓
- 5.32. Smaller authorities have no specific right to accumulate funds via the precept. All reserves should be reviewed and justified regularly (i.e. at least annually). It is good practice to transparently publish both the level and rationale of all reserves. ✓

General reserves:

MWPC reserves policy states 1 months as the council have reserves that could be used in the event that they were needed. At the 23/24 year end the the general fund stands at c£58k which is at least one months worth of running costs.

- 5.33. The general reserve of an authority comprises its cash flow and contingency funds to cover unexpected inflation, unforeseen events and unusual circumstances.
- 5.34. The generally accepted recommendation with regard to the appropriate minimum level of a smaller authority's general reserve is that this should be maintained at between **three and twelve months** of net revenue expenditure.
- 5.35. The reason for the wide range is to cater for the large variation in activity level between individual authorities. The smaller the authority, the closer the figure may be to 12 months expenditure, the larger the authority, the nearer to 3 months. In practice, any authority with income and expenditure in excess of £200,000 should plan towards 3 months equivalent general reserve.
- 5.36. In all of this it is important that each authority adopt, as a general reserve policy, the level appropriate to their size, situation, risks and plan their budget so as to ensure that the adopted level is maintained. Consideration of the minimum level of reserves requires not only consideration of level of income and expenditure but also the risks to that income. ✓
- 5.37. Authorities with significant self-generated income (other than the precept or levy) should take into account situations that may lead to a loss in revenue as well as increased costs and adapt their general reserve accordingly.

Most reserves are ear marked for things such as replacement play area equipment or defibrillators which we know will need to be replaced at the end of their life. This is held in reserves so that when these items need to be replaced there are adequate funds available to replace these items. Some funds are ring fenced for specific purposes for things such as the s106 Shurnhold fields fund which is only to be used on the maintenance of the field. The SSEN grant which is held in reserves is only to be used specifically on the Melksham Emergency support project for the items that were applied for such as the database and frindge magnets with the emergency number on.

Earmarked and other reserves:

- 5.38. None of the above in any way affects the level of earmarked and/or capital receipts reserves that an authority may or should hold.
- 5.39. There is, in practice, no upper or lower limit to EMR/CRRs save only that they must be held for genuine and identifiable purposes and projects, and their level should be subject to regular review and justification (at least annually and at budget setting), and should be separately identified and enumerated. Significant levels of EMRs in particular may give rise to enquiries from internal and/or external auditors.



All reserves are carefully considered.

AGS Assertion 2 — Internal control

Standing orders and financial regulations:

New model Financial regs issued May 24 and on agenda for Fin 20th May to review/adopt

- 5.40. Model versions of Standing Orders and **Financial Regulations** are provided by NALC and ADA. Authorities should ensure that they are working from the latest model and that it has been appropriately adapted for their size and requirements. This should be reviewed and minuted annually.
- 5.41. Financial Regulations should include a limit for the purchase of goods and services above which three estimates or quotes should be invited from persons or firms competent to do the work. Standing Orders will state a higher value above which competitive tenders by sealed bid should be invited.
- 5.42. It is the responsibility of authorities to determine their own limits but they should not exceed the model except in the very largest authorities.
- 5.43. As far as possible, a fully priced official order should be sent to suppliers in advance of delivery of goods. Official orders both commit a supplier to a price and help prevent unauthorised credit being granted in the authority's name. Officers and practitioners should keep up to date with VAT Guidance issued by HM Revenue and Customs.



Safe and efficient arrangements to safeguard public money:

- 5.44. Accounts for payment - The payments process should always be carried out in accordance with the authority's Financial Regulations. All payments made since the last meeting should be reported to the next authority meeting. Members should never sign blank cheques or authorise funds transfers which are presented to them unsupported by the appropriate documentation.
- 5.45. Petty cash should be kept to a minimum and should not be used when a traceable payment method is available. Complete records of the receipts and payments should be maintained including VAT analysis, and regular reconciliation performed, and reported at each authority meeting.



MWPC does not hold petty cash.

Cashbook transfers are authorised at Full Council. Any transfers in and out of the CCLA account are signed by two finance members before the transfer is sent.

Accounts that have been signed off are presented to Full Council the following month. No blank checks are signed and two non financial Cllrs check the CHQ book each month to ensure that no unauthorised CHQs have been written etc.

5.46. ✓ Where a credit note or refund is issued to a customer or received from a supplier, the two amounts may be “netted off” to reduce the value of the original budget line (for example hall hire or equipment repairs). This ‘netting off’ only applies to accounts prepared using the income and expenditure method and not the receipts and payments method. The principle is, that in Receipts and Payments reporting, all transactions through Bank/Cash are reportable gross. Set off would only be appropriate where it occurs at the same time as original settlement, thereby only resulting in one Bank/Cash transaction for recording. Refunds received/paid after initial settlement always result in a second Bank/Cash transaction and thus should not be set off.

Spreadsheets in place for football bookings, allotments and ad-hoc items which are regularly reviewed if payment is made in a timely manner actions are taken to recover the debt.

✓ Where a refund is received from a third party (for example as part of an insurance claim) the transactions are not linked and may not be “netted off”.

5.47. ✓ Effective debt collection is an essential part of proper financial management. Authorities should ensure that invoices raised are paid promptly or that appropriate recovery action has been taken. Authorities whose records are kept on an R&P basis will not have a record of non payment in their accounts, but should note where it arises.

One bad debt was written off this year. Due to the small amount owed the council did not feel that it would be beneficial to take the football club to the small claims court.

5.48. ✓ Irrecoverable debts should be written off, after full consideration of the possibilities for, and the likely costs of, pursuing the debt. Uncollectable amounts, including bad debts, should only be written off with the approval of members, or under delegated authority, by the RFO. The approval should be shown in the accounting records.

Employment:

5.49. ✓ Authorities are, by definition, employers. The clerk of any Local Council is always an employee if they are remunerated for the role. Authorities are required to be registered with HMRC MWPC are registered with HMRC and all salaries are processed for the HMRC basic PAYE tool

5.50. Authorities should pay particular attention to situations where contractors are engaged to carry out the authority’s services. Occasions may arise when contractors cease to be self-employed and become employees for tax purposes. Authorities should refer to HMRC’s Employment Status Indicator Tool for further information.

5.51. ✓ All employers are required by law to take out employers’ liability insurance and decide the appropriate level of fidelity guarantee insurance. All cover should be risk-based and kept under constant review to make sure it adequately reflects changes in circumstances.

5.52. ✓ Authorities should have regard to guidance on employment matters issued jointly by NALC and SLCC, or by ADA.

VAT:

5.53. This can be a complex area and authorities are advised to refer to guidance issued by HMRC.





- 5.54. ✓ Smaller authorities with little self-generated income will most likely recover VAT using the VAT126 form.
- 5.55. Those authorities which are VAT registered, submitting quarterly returns, are, from April 2022, included within the MTD regulations. It would be expected that all such authorities are using HMRC compliant software to prepare their returns.
- 5.56. ✓ Authorities carrying out building projects or managing income generating properties need to ensure that they seek up to date advice about Opting to Tax and Partial Exemption each time they undertake a project.

MWPC sought advice for the Berryfield Village Hall project.


Fixed assets and equipment:

- 5.57. ✓ An asset register is the starting point for any system of financial control over tangible assets as it:
 - facilitates the effective physical control over assets
 - provides the information that enables the authority to make the most cost-effective use of its capital resources
 - supports the AGAR entry for fixed assets by collecting the information on the cost or value of assets held
 - forms a record of assets held for insurance purposes.
- 5.58. ✓ The asset register should contain in its most simple form the date of acquisition, cost of acquisition, useful life estimate and location along with value held for investments; however, it is desirable for the register to contain other such supplementary information to enable the user to better understand the nature and scope of the use of the fixed asset. It is therefore recommended to show insurance value, replacement value, custodian, date last physically vouched.
- 5.59. Each authority may choose an appropriate minimum value for deciding between fixed assets and general consumables. The limit chosen will relate to expected useful life, whether the item would be included on an insurance claim and whether it is included in the risk assessment of the authority in any way. This minimum level is to be minuted and reviewed at least annually. The rationale and methodology should be recorded in the minutes. MWPC doesn't have a minimum value
- 5.60. ✓ One item or group of similar items shall be regarded for inclusion in the fixed asset register.
- 5.61. ✓ Assets should be first recorded in the asset register at their actual purchase cost.
- 5.62. Assets that are either under construction or have not been brought into use should be included on the asset register only once complete and they benefit the community. Berryfield Village Hall was included on the asset register during construction on the advice of the internal auditor at the time. The full construction cost of the hall is now listed on the register
- 5.63. ✓ Obsolete assets that are no longer in use or are awaiting disposal should be clearly recorded as such.
- 5.64. ✓ Where an authority receives an asset as a gift at zero cost, for example by community asset transfer, it should be included with a nominal one-pound (£1) value as a proxy for the zero cost.

We don't have useful life estimate listed on the register but on an annual basis, the Caretaker goes around and rates each asset depending on the condition. The results are then put on the asset register. Any assets that are considered to be in a poor condition are considered at the Asset Management meeting.

- 5.65. Assets that do not have a functional purpose or any intrinsic resale value (for example, a village pond or war memorial) are often referred to as ‘community assets’. Authorities should record community assets in the asset register in the same way as gifted assets.
- 5.66.  The particular method of asset valuation is not specified in proper practices so authorities may use any reasonable approach to be applied consistently from year to year. The method of asset valuation adopted should be set out in a policy approved by the authority and recorded in the authority’s minutes and in the asset register.
- 5.67.  For authorities covered by this guide, the most appropriate and commonly used method of fixed asset valuation for first registration on the asset register is at acquisition cost. This means that the recorded value of the asset will not change from year to year, unless it is materially enhanced.
- 5.68.  Commercial concepts of depreciation, impairment adjustments, and revaluation are not required nor appropriate for this method of asset valuation.
- 5.69.  The total value of an authority’s assets recorded on the asset register as at 31 March each year is reported at Line 9 on the authority’s AGAR. Authorities should be able to track and explain fully any changes in the asset register from year to year.



Loans and long-term liabilities:

- 5.70.  Long-term loans will normally be associated with capital projects and these require borrowing approval before they can be arranged. For local councils, this is obtained by applying to the DMO through their county association. The process for IDBs to secure public works loans is similar to that of parish councils – they need to apply to the DMO after obtaining ministerial consent to borrow the money from the Defra Secretary of State, in accordance with S55 of the Land Drainage Act 1991.

MWPC have now paid back the loan for Berryfield Village Hall.

AGS Assertion 3 — Compliance with laws, regulations and proper practices

Acting with its powers:

- 5.71.  Authorities in England operate within a legal framework which provides them with the necessary statutory powers and authority to deliver local public services. Authorities and their clerks/chief executives/RFOs should always be aware of, and have regard to, the legal power they are exercising when deciding on any action including to spend public money.
- 5.72.  Those councils eligible to apply the General Power of Competence (GPC) should ensure that it is clearly minuted.
- 5.73. Those without GPC should ensure that all activities are within their duties and powers.

MWPC have the GPC but do list each legal power under each budget heading on the budget spreadsheet in case MWPC lose the GPC in the future. If a new code is set up the legal power is searched and then added.

MWPC publish the transparency document annually. Although, MWPC publish this document the code is not actually law. The internal auditor has advised that what makes this code law is a statutory instrument which is only for Town and parish councils over £6.5m or below £25k which doesn't apply to MWPC. The model publication scheme issued by the ICO under the freedom of information act does apply. Under the transparency act we have been publishing spend over £500 BUT under the publication scheme it should be payments over £100. We publish all spend in the receipts and payments as part of the agenda pack at Full Council each month and attach to the approved minutes. The model publication scheme is on the Finance agenda for 20th May to be reviewed and approved.

Regulations and proper practices:

- 5.74. The Transparency Code for Smaller Authorities requires parish councils, internal drainage boards, charter trustees and port health authorities with an annual turnover not exceeding £25,000 to publish certain information set out in the code. This enables local electors and local taxpayers to access relevant information about the authority's accounts and governance.
- 5.75. Authorities with total turnover or expenditure between £25,001 and £199,999 are not covered by either transparency code, but are still subject to the requirements of the Freedom of Information Act.
- 5.76. ✓ Parish and town councils with annual turnover in excess of £200,000 should as best practice comply with the Local Government Transparency Code 2015.
- 5.77. Monitoring an authority's compliance with the relevant transparency code is not part of the external auditor's limited assurance review of the AGAR. It would however be expected that internal auditors would review this control area.

AGS Assertion 4 — Exercise of public rights

- 5.78. A key aspect of public accountability is provided for by rights given to the public to inspect the accounts and accounting records contained in the Local Audit and Accountability Act 2014 and the Accounts and Audit Regulations 2015
- 5.79. ✓ The obligations of authorities are very specific, with key dates and periods of inspections laid out in legislation. These **must** be complied with and the details of the public's rights, as well as key parts of the AGAR must be published.
- 5.80. ✓ Publication is deemed to be made available on the authority's website. Website publication is a requirement. It is advised that this is published on the homepage on the authority's website or an easy to find part of the website. Posting on a noticeboard is in addition to a website. **MWPC post on the website and parish noticeboards**
- 5.81. Parish meetings **must** publish information on their noticeboard.
- 5.82. There is guidance to help authorities comply with the legal requirements, including support from external auditors' websites.
- 5.83. Proper practices and the flow charts in Section 6 include guidance for this area but the key points are:
- ✓ • a 30 working day inspection period (this excludes weekends and public holidays), with accounts and supporting records being made available at reasonable times;
 - the notice period should commence as soon as possible after approval of the accounts by the authority and must include the first 10 working days of July;
 - the announcement of public rights should be as soon as practicable after the approval of the AGAR
 - it must give at least 24 hour's notice of commencement and be published together with sections 1 and 2 of the AGAR

- 5.84. ✓ Assertion 4 in the AGS refers to the exercise of public rights during the year under review in respect of the prior year, not the period following the end of the year subject to AGAR submission.
- 5.85. ✓ By no later than 30 September the authority must publish the AGS, the statement of accounts and if it has received it, the external auditor's certificate and report. If the external auditor has not yet concluded and provided their final certificate and report, the authority may be issued an interim certificate which (if received) it should publish.
- 5.86. ✓ As soon as reasonably practicable, after the conclusion of the external audit, an authority must publish a statement
- that the audit has been concluded and that the accounts have been published;
 - of the rights of inspection (under S.25 of LAAA) relating to the accounts, auditor's opinion and audit recommendations and
 - the address and hours during which those rights may be exercised.
- 5.87. Where amendments are made by the authority to the Annual Governance and Accountability Return (AGAR) after it has been approved by the authority and before it has been reviewed by the external auditor (if applicable), it is recommended that the Chair and Responsible Financial Officer initial the amendments and if necessary, republish the amended AGAR and recommence the period for the exercise of public rights to inspect the accounts.
- 5.88. Where amendments are made by the authority to the Annual Governance and Accountability Return (AGAR) on the recommendation of the external auditor, after the AGAR has been approved by the authority, it is recommended that the amended version is published along with the external auditor's report. In this case, the authority will not need to recommence the period for the exercise of public rights.

AGS Assertion 5 — Risk management

- 5.89. ✓ In order to warrant a positive response to this assertion, an authority must have appropriate arrangements in place. As a minimum, an authority must identify and assess risks, and address those identified risks by mitigating or managing them.
- 5.90. ✓ Appropriate arrangements will vary and need to be proportionate to the size and nature of the operations of an authority.
- 5.91. ✓ Smaller authorities should identify both financial and operational risks. The record should include controls/ mitigation and be formally reported and considered by the authority annually.
- 5.92. ✓ Larger authorities are likely to adopt more extensive procedures, which, whilst reflecting the basic principles above, may utilise a risk assessment matrix and undertake more extensive risk arrangements (eg a working party to consider risks) and/or a full risk register.
- 5.93. ✓ Risks are uncertain events or conditions (not just financial) that if they occur, will affect the authority's ability to achieve its objectives. The authority generally, and members individually are responsible for risk management.

MWPC have a risk matrix in place for the risk register.

5.94. Typical categories of risks include:

- ✓ ● financial – loss of money;
- ✓ ● security – fraud, theft, embezzlement;
- ✓ ● property – damage to property;
- ✓ ● legal – breaking the law or being sued;
- ✓ ● IT – failure of IT systems or misuse or data loss; and
- ✓ ● reputational – actions taken could harm the authority’s public reputation.

5.95. Risks are unavoidable, but they need to be managed either by mitigation or controls such that they are tolerated, treated, transferred or terminated.

5.96. Insurance is a significant way of managing and reducing risks relating to property, cash and legal liability (amongst other things). MWPC have insurance in place and currently have a cyber insurance policy in place.

5.97. Authorities could use a simple risk assessment matrix as follows:

Priority of risk management				
Likelihood of occurrence	Highly Likely (score 3)	Medium (3 x 1)	High (3 x 2)	Very High (3 x 3)
	Possible (score 2)	Low (2 x 1)	Medium (2 x 2)	High (2 x 3)
	Unlikely (score 1)	Very low (1 x 1)	Low (1 x 2)	Medium (1 x 3)
		Negligible (score 1)	Moderate (score 2)	Severe (score 3)
Impact				

5.98. A proforma risk assessment template that authorities can adapt for their own use is included in section 6.

AGS Assertion 6 — Internal audit

5.99. Section 4 of the Guide sets out the best practice guidance and needs to be considered by smaller authorities in undertaking an effective internal audit process.

5.100. Authorities should note that it is not part of the internal auditor’s responsibility to review or ‘sign off’ the completed AGAR.

5.101. Internal audit report(s) should inform the authority’s responses to Assertions 2 and 6 in the AGS.

5.102. Internal audit reports should therefore be made available and published to support and inform members considering the authority’s approval of the AGS.

AGS Assertion 7 — Reports from auditors

5.103. Authorities will receive reports from both their internal and external auditors. An authority should consider the matters included in these reports and decide what action it needs to take to prevent recurrence of the issues raised. The consideration and decisions should be included in formal minutes.

- 5.104. External auditors are required to carry out their work in accordance with the Code of Audit Practice and supporting guidance issued by the National Audit Office.
- 5.105. Auditor Guidance Note 2 explains the procedures that auditors follow when undertaking limited assurance engagements at smaller authorities.
- 5.106. If an authority has not taken actions required in the previous year by the external auditor, they should answer 'No' to this assertion.

AGS Assertion 8 — Significant events MWPC have previously considered this in the COVID pandemic.

- 5.107. The authority needs to have considered if any events that occurred during the financial year (or after the year-end), have consequences, or potential consequences, on the authority's finances. If any such events are identified, the authority then needs to determine whether the financial consequences need to be reflected in the statement of accounts. ✓
- 5.108. For authorities accounting on a receipts and payments basis, the review of significant events should cover events that occurred during the financial year to ensure that they have been included in the accounting statements where appropriate.
- 5.109. For authorities accounting on an income and expenditure basis, the review of significant events should also cover events that occurred after the financial year-end but before the accounting statements are approved by the authority.

AGS Assertion 9 — Trust funds (local councils only) N/A

- 5.110. Certain local councils have powers to be appointed as trustee of local, usually charitable, trusts and fulfil this role as either custodian or managing trustee.
- 5.111. Charitable trusts in England are regulated by the Charity Commission which sets out minimum standards of accounting and audit requirements where these are not covered by the Trust Deed. The Charity Commission also requires annual reporting by registered charities.
- 5.112. The same requirements apply to charities that have re registered as CIOs (Charity Incorporated Organisations). Authorities need to make sure that all returns for all entities are correctly managed.
- 5.113. A CIC (Community Interest Company) is not a Charity. Authorities undertaking projects and activities with CICs must be very clear about the separate legal framework that covers these bodies.
- 5.114. If the authority has disclosed that it is a sole managing trustee it must also complete the associated assertion in the annual governance statement.
- 5.115. Authorities should ensure that each trust or charity has its own bank account. Only amounts paid and received through that account should appear in the accounts of the charity.
- 5.116. If, exceptionally, the authority's bank account is used to receive monies intended for the trust or to pay for any expenditure on behalf of a trust (prior to recovery from the

trust account), then these transactions, including any irrecoverable VAT, must be included in the AGAR of the authority as being its own receipts/income and payments/expenditure during the year and to the extent that they are yet to be recovered or paid over reconciled as debtor and creditor amounts.

- 5.117. Where, following legal advice, authorities are wholly managing the assets of a charity, a Memorandum of Understanding should be in place.
- 5.118. Meetings of the authority when it is acting as charity trustee must take place separately from those of the authority acting as the authority. Separate minutes must be kept. In order to avoid confusion, trust business should always be minuted separately from authority business. Separate notices and agendas for meetings should be issued.
- 5.119. Charity VAT is covered by VAT Notice 701 which is entirely separate from Notice 749 for smaller authorities. Advice should be sought if there is uncertainty.
- 5.120. The value of trust property must not be shown in the authority's books of account and on the AGAR as authority property. Trust assets held by the authority as custodian or managing trustee should, however, be recorded in the authority's asset register and identified there as 'charity assets held by the authority as trustee' with their value excluded from the total.

AGS confirmation — website

- 5.121. It is a requirement of the Freedom of Information Act that public bodies publish certain information on their website.
- 5.122. All local authorities, regardless of turnover, are covered by the FOIA.
- 5.123. The website address stated on the AGS is a requirement for all authorities.
- 5.124. Very small authorities, whether or not they are exempt from external audit, are required to comply with their Transparency Code.
Those authorities with receipts or payments over £25,000 are not required to comply with the Transparency Code(s) but should be aware that FOI requests and AGAR challenges are often linked to a perceived lack of transparency.

MWPC- Please see comments on page 43 about the freedom of information act.

Accounting statements

Best practice and examples for each of the lines in Section 2 of the AGAR are as follows:

Reporting on income and expenditure basis

- 5.125. Current rules require authorities where the gross income or expenditure for the year (whichever is the higher) has exceeded the threshold of £200,000 for a period of three continuous years, to report their financial details on an income and expenditure (I&E) basis, from the third year onwards. Authorities operating below the £200,000

- threshold have the option to report either on an income and expenditure basis or on a receipts and payments (R&P) basis.
- 5.126. For authorities with annual turnovers between £200,000 and £6.5 million the AGAR must be prepared on an I&E basis. In I&E accounts, the transactions for the year comprise all those instances in the twelve months where the authority has received economic benefits or given others economic benefits (irrespective of the year in which they are paid for). **MWPC**
- 5.127. Authorities producing I&E accounts with debtors, creditors and year end cut-off will generally operate their accounting system using proprietary accounting software. This will enable accurate tracking of transactions that straddle two accounting periods. **MWPC use Rialtas accounting system**
- 5.128. When preparing year-end adjustments, authorities need to take into account
- ✓ ● deciding on a level of materiality for adjustments – income and expenditure needs to be shown fairly, but excessive accuracy is not beneficial
 - ✓ ● making sure that a record is retained of the adjustments that were made in preparing the income and expenditure accounts for the previous financial year
 - ✓ ● examining entries in the cash book before 31 March for possible receipts in advance and prepayments and entries after 31 March for possible debtors and creditors
 - ✓ ● examining invoices after 31 March for possible debtors and creditors
 - ✓ ● considering whether the authority has any other obligations arising from events that took place before 31 March that mean it will not be able to avoid making a payment at some time after 31 March.
- 5.129. In I&E accounts the amounts of VAT collected from customers, paid to suppliers, and payable to, or repayable from, HMRC will be posted to a balance sheet account which will result in a creditor due to, or debtor from, HMRC. In this situation, all entries on the AGAR will be net of VAT (goods value only).
- 5.130. If officers are unclear, they should seek advice at the time from membership bodies and professional advisers.

Reporting on receipts and payments basis **N/A**

- 5.131. The R&P basis requires authorities only to consider their actual bank and cash transactions. The entries for the AGAR will usually be taken straight from the summary totals in the cash book
- 5.132. In R&P accounts, any VAT charged to customers and the VAT refund received from HMRC will be included in Line 3 (total other receipts).
- 5.133. The amount of VAT paid to suppliers and any paid to HMRC will be included in Line 6 (all other payments).
- 5.134. VAT reclaims submitted to HMRC but not received will not appear anywhere on the AGAR.

Joint committees and arrangements MWPC have joint project with MTC on a number of projects

- 5.135. Some authorities share responsibility for areas of operation such as Burial Grounds. Until 31 March 2015 these committees submitted their own AGAR and all transactions relating to them were excluded from the holding or other controlling authorities.
- 5.136. This has changed and now each authority is required to include the share of both receipts or income (line 3) and payments or expenditure (line 6) applicable to them according to the joint agreement percentage. It is not acceptable to net the amounts and include only a share of surplus or deficit. MWPC does not net of the income against the expenditure
- 5.137. This percentage may not be equal but should ensure that committee balances are reported in full between the authorities without duplication or omission. It may be beneficial to annually minute the share to ensure that electors and external au are informed. The % is detailed in the year end accounts
- 5.138. Authorities also need to account for their share of the bank balance (in line 8) and the reconciliation figure in either earmarked reserves (line 7) or for those using an I&E basis as a debtor or creditor in the line 7 to line 8 reconciliation.
- 5.139. Joint arrangements are not bodies corporate and may not own assets, hold bank accounts in their own name, have employees or enter into any form of contract.
- 5.140. Fixed Assets of joint arrangements and committees should be included in the register ✓ of the holding or managing authority as at 1st April 2015, or that of the authority that purchased them subsequently.
- 5.141. All authorities in a joint arrangement need to communicate with one another. If an original formation document cannot be found, the constituent bodies need to make and record proper decisions about how the arrangement is set up and how the income, expenditure, assets and liabilities are owned and accounted for in each participating body's AGAR.
- 5.142. An example of the accounting treatment is as follows:

Joint committee accounting						
		Large council AGAR I&E	65% share	Committee accounts 100%	35% share	Small council AGAR R&P
Line 1	Brought forward	506,500		10,000		63,500
Line 2	Precept	450,000	0	0	0	30,000
Line 3	Other income	163,000	13,000	20,000	7,000	7,000
Line 4	Wages	160,000	0	0	0	15,000
Line 5	Loan repayments	12,000				

Line 6	Other Payments	359,100	9,100	14,000	4,900	15,250
Non AGAR	Surplus / (deficit) for year			6,000		
Line 7	Carried Forward	588,400	3,900	16,000	2,100	70,250
Reconcile	Committee Creditor / debtor	10,400	3,900			
	Committee EMR				2,100	5,600
Line 8	Bank	598,800		16,000		70,250
Line 9	Fixed assets	4,000,000				150,000
Line 10	Borrowings	90,000				

AGAR Accounting Statements

AGAR Line 1 - Balances brought forward

- ✓ 5.143. This entry should always equal line 7 of the year before.
- ✓ 5.144. This entry should always agree with the final figure confirmed by the external auditor.
- 5.145. If for any reason (such as accounting basis change) it has been restated or adjusted, this should be noted and an explanation included with the variances.
- 5.146. Note that where entries are restated, comparatives must also be restated.

AGAR Line 2 - Precept or Rates and Levies

- ✓ 5.147. This entry should include only the precept or levy.
- ✓ 5.148. It should not include any grants or other receipts, even if they are received at the same time from the same source as the precept or levy.
- 5.149. If there is any doubt about the amount to be included, it should be cross referenced against the figures published by DLUHC.

AGAR Line 3 - Total other receipts

- 5.150. All receipts that are not the precept go in line 3. This will include grants, self generated income and sundry income. The total of lines 2 and 3 should agree to the total income on the cash book (R&P) or income summary (I&E).
- ✓ 5.151. Proceeds from the disposal of fixed assets by local councils are known as capital receipts and are subject to statutory controls. Such proceeds cannot be used for revenue purposes and can only be used for capital purposes - that is the purchase of fixed assets, the significant enhancement of fixed assets, the making of capital

- grants, or the repayment of long-term loans. Authorities should keep separate records so that they can demonstrate compliance with this requirement.
- 5.152. Where the total proceeds from the sale of a fixed asset is below a specified amount, currently £10,000, it is deemed to be de minimis and these requirements do not apply.
- 5.153. This does not affect the requirement to include such amounts in line 3 when they are received, but is necessary to ensure that the authority complies with the appropriate statutory provisions.
- 5.154. Proper practices in respect of any Community Infrastructure Levy ('CIL') passed to a local council are set out in Section 2.
- 5.155. Regulation 62A of the 2010 Regulations sets out special reporting requirements (separate from the AGAR) in respect of CIL receipts and expenditure. In addition, the principal authority may (but need not) recover CIL not spent by the local council within five years of receipt.
- 5.156. Local councils should therefore keep records of the date and amount of CIL receipts and account for expenditure on a 'first in, first out' basis. CIL and any grants received that are unspent at the year-end should be taken to an earmarked reserve.

AGAR Line 4 - Staff Costs

- 5.157. Every authority that has any paid officers or staff is required to be registered as an employer with HMRC. Parish Clerks in receipt of remuneration are always employees.
- 5.158. The amount in line 4 should comprise gross salary, employer's National Insurance, employer's pension contributions and any taxable allowances processed through the payroll. *The Caretakers travel allowance is a taxable allowance processed through the payroll as has been put into the line.*
- 5.159. Expenses paid to clerks who work from home that would go through line 6 if the council had an office (stationery, mileage etc) should not be included in line 4.
- 5.160. Payments for agency staff and other contractors should go into box 6.

AGAR Line 5 - Loan interest/capital repayments

- 5.161. For those authorities with no borrowing, £0 should always be entered in this line.
- 5.162. For those that have borrowed from the PWLB, the figure will be the capital and interest payments made in the year in accordance with the PWLB repayment schedule. For those authorities accounting under the income and expenditure basis, the amount in Line 5 should be adjusted for the impact of interest accrued (but not paid) at the respective year ends, if material.
- 5.163. Interest paid on assets held on leases and hire purchase agreements should also be included, but not operating lease fees.

AGAR Line 6 - All other payments

- 5.164. Every payment made by the authority that is not included in line 4 (wages) or line 5
✓ (loan repayments) should be included in line 6.
- 5.165. Only payments made by the authority should be included in line 6 – payments made
✓ through the bank account of a charity or other body should never be included.
- 5.166. The total of lines 4, 5 and 6 should agree with the total movements out of the cash
✓ book (R&P) or the expenditure summary (I&E) for the year.

AGAR Line 7 - Balances carried forward

- 5.167. For an authority which prepares its AGAR on the R&P basis, line 7 will always equal line 8. There are no circumstances where they will differ.
- 5.168. Where an authority prepares its accounts on the I&E basis, the balance sheet total of
✓ reserves will not match the bank reconciliation due to debtors, prepayments, creditors and accruals.
- 5.169. A reconciliation between lines 7 and 8 should be prepared that will always agree to
✓ the accounting records. Although, MWPC are with the CCLA they do not hold funds in the property fund which is considered to be a more long term fund. MWPC hold funds in the public sector deposit fund which is considered to be a short term fund.

AGAR Line 8 - Total value of cash and short-term investments

- 5.170. Short-term investments are defined in paragraph 2.22 of the guide.
- 5.171. Where an authority holds short-term investments such as deposit or savings
✓ accounts, all year-end balances must be reported in detail within the bank reconciliation and be included in the sum of line 8. Auditors will seek to confirm these account balances from time to time.
- 5.172. The legal framework for Local Government investments does not categorise individual providers, but at present the **CCLA LAPF** is classified as a long term investment.
- 5.173. If there is any uncertainty as to whether an account classifies as a short- or long-term investment, written advice should be sought in advance of the year-end.

AGAR Line 9 - Total fixed assets plus long-term investments and assets

Fixed assets:

- 5.174. The term 'fixed assets' mean property, plant and equipment with a useful life of more
✓ than one year used by the authority to deliver its services. Fixed assets are also known as non-current assets.
- 5.175. Fixed assets acquired in any year should be added to the asset register for
✓ management purposes. For accounting purposes, acquisitions and disposals of fixed

- assets should be treated as any other purchase or sale and recorded as part of annual payments or receipts, expenditure, or income.
- 5.176. Section 2 states that the value of the cell at line 9 is taken from the authority's asset register which is up to date at 31 March and includes all capital acquisition and disposal transactions recorded during the year. ✓
- 5.177. If for some reason the authority decides that the basis of valuation should be changed, the change must be applied consistently to all relevant classes of fixed assets. In such an event, the value shown in line 9 for the previous year should also be changed to the new basis and clearly marked as 'RESTATED'.
- 5.178. The authority should provide a justification and explanation for the change in the basis of reporting, which should be recorded in the minutes of the authority. It is not expected that the basis would change more than once or possibly twice.
- 5.179. Where assets have been revalued either during the year or between the year-end date and the date of approval of the AGAR using an existing basis, the prior year will not need to be restated.
- 5.180. Assets sited on third party property remain assets of the authority. It is essential that authorities are in possession of documentary evidence of permission to site such assets on third party land. This evidence may consist of a formal lease or simply permission to occupy. ✓

Long-term investments:

- 5.181. An authority may hold assets in the form of long-term investments. Long-term investments are defined in paragraph 2.25. On acquisition, long-term investments should be recorded in the cash book as expenditure and therefore appear as part of the total in line 6 (all other payments). Any asset created in this way should also be recorded on the asset register at its purchase cost. At year-end the asset will also appear within the sum at line 9.
- 5.182. When an authority sells a long-term investment and returns the funds to the bank account, this is treated as income on the AGAR. Such realisations (other than from CCLA's LAPF) if exceeding £10,000, will constitute Useable Capital Receipts. Authorities undertaking such transactions should assess the annual turnover implications before carrying out the transaction.
- 5.183. Where an authority acquires an investment with a fixed maturity date (for example, a three-year savings bond), the investment should be accounted for as expenditure in the year (line 6) and as an increase in assets and long-term investment (line 9) until its maturity. At maturity, the total (gross) proceeds should be recorded as income in line 3 (total other receipts) and the asset removed from the register. A reinvestment should result from an affirmative decision (whether of council or delegated) and thus constitutes a new transaction.
- 5.184. Any transaction costs should be recorded as other expenditure in line 6. At maturity, the original acquisition value of the investment asset (which will remain unchanged

- over its term for the purposes of the AGAR) should be removed from the total in line 9.
- 5.185. Long-term investments should be recorded in the asset and investments register at original cost at acquisition (the purchase price) which for accounting purposes will remain unchanged until disposal. It is recognised that the market value of long-term investments may change over time; therefore, at each year end, the RFO should make a note in the asset register of the notional market value of each investment as at 31 March to inform readers.
- 5.186. Any real (crystallised) gain or loss compared to purchase cost will only ever be accounted for at the time of disposal when the total proceeds from the investment will be included in line 3.
- 5.187. Dividend or interest received should be included in line 3 once received into the bank account or added to the value in line 9 if reinvested.
- 5.188. When the authority has incurred expenditure by making a loan, grant or other financial assistance to a third party, this transaction should be recorded as an expenditure item in the cash book. Any loan or other repayable amount should be added to the asset and investments register.
- 5.189. The outstanding amount of any third-party loan at 31 March each year, excluding interest, should be reported in the sum of line 9.
- 5.190. Any repayment of a loan or part of it, or any interest received should be recorded as an income item in the cash book when received and reported in line 3. This receipt will also be reflected as an increase in line 7 (balances carried forward). Any repayments of loan principal must also be applied to reduce the amount of the loan outstanding on the asset and investments register.

AGAR Line 10 - Total borrowings

- 5.191. This figure will be the total amount outstanding at 31 March. If the balance includes ✓ PWLB loans, total PWLB borrowings at 31 March should agree with the published record.
- 5.192. The capital value of instalment finance, including HP or leases which have not been classed as borrowing by DLUHC, should not be included here.

AGAR Accompanying information

- 5.193. Authorities are required to provide to the external auditor certain supporting documentation for the accounting statements in section 2 of the AGAR, where the AGAR is subject to review by the external auditor.
- 5.194. Each external auditor will specify the information they require and the expected format and communicate directly with the authority. Officers should ensure that their ✓ contact details are up to date for this purpose.

Bank reconciliation:

- 5.195. The template included in this section is acceptable.
5.196. Authorities with more complicated affairs may wish to include more detail.

Explanation of significant variances:

- 5.197. 'Significant' is defined as "being worthy of attention".
✓ A significant variance is one that would be of interest to the authority and to the public when looking at the figures in Section 2 of the AGAR. As per NAO AGN02, that is more than 15% or over £100,000.
- 5.198. The purpose of showing comparative values in financial statements is so that the reader can observe and note any changes in levels of activity from one year to the next. The absence of significant variances from one year to the next implies that the authority has continued to provide budgeted services at the same level and approximately at the same cost as previously.
✓
- 5.199. The reason for providing the explanation of significant variances to the external auditor is to support the auditor's review of the figures in Section 2 and to demonstrate the authority's understanding of its accounts and their movements. Where there are significant differences, the external auditor may be concerned that the figures for the current year could be incorrect. Authorities will be able to remove this doubt by providing clear and complete narrative and numerical explanations for the differences.
✓
- 5.200. For example, it is a reasonable expectation that staff costs would rise each year only by the level of wage inflation. Thus, if the entry in line 4 had risen by around the RPI, this could reasonably be assumed to be attributable to a cost of living increase. However, if the change was significantly higher, then the authority would need to explain the reason for the increase, to demonstrate that a mistake had not been made in recording staff costs.
✓
If the explanation was that the authority had employed more staff or changed officer hours, this should be set out in a summary to be provided to the auditor.
- 5.201. Any change, or even the absence of change when one might be expected, can be considered as significant and the RFO should be prepared to explain any figure presented in the accounting statements.
✓
- 5.202. Where the value in line 7 does not equal the value in line 8, this difference should be explained. This difference will only occur in cases where the authority's accounts are presented on an I&E basis.
✓
- 5.203. In deciding what needs to be explained, authorities should think about noting the following:
✓
- One-off items of spending or income from last year and this year

- Regular items of spending and income where the relevant activity has risen or fallen between the two years or where prices have not changed in line with inflation
 - Items of spending and income that used to be regular but which were made for the last time last year and do not feature in the current year (ceased activities and facilities)
 - Items of spending and income that were made for the first time in the current year and will be made regularly in future years (new activities and facilities).
- 5.204. As authorities have no legal powers to hold revenue reserves other than those for reasonable working capital needs, or for specifically earmarked purposes, whenever an authority's year-end general reserve is significantly higher than the annual precept or rates and special levies, an explanation should be provided to the auditor.

Exemption Certificate from External Audit

- 5.205. Where an authority meets the criteria and wishes to certify itself exempt from a limited assurance review, it will fill out Form 2 of the AGAR which includes the exemption certificate
- 5.206. The exemption certificate is subject to the same deadlines as all other parts of the AGAR and authorities claiming exemption must ensure that they have approved and published their full AGAR in accordance with the transparency code.
- 5.207. The exemption certificate is a summary of the figures in the main part of the AGAR. No netting off is permitted to reduce the balances to below the £25,000 limit. Where expenditure has been funded by items such as grants or donations, the receipts and payments may not be netted off.
- 5.208. Total annual gross income is the sum of lines 2 and 3.
- 5.209. Total annual gross expenditure is the total of lines 4, 5 and 6.

The importance of using .gov.uk domains for websites and emails

- 5.210. All Parish, Town and Community Councils are eligible to use, and are advised to use, a .gov.uk domain for their websites and email communications. Your community, suppliers and partners will now reasonably expect a local council to have a .gov.uk domain name. Note that Parish meetings are exempt from the requirement to have a website. MWPC have a gov.uk website and email domain
- 5.211. To assist with compliance with the General Data Protection Regulations (GDPR), it is advised that clerks provide official .gov.uk email accounts to their councillors, which must only be used for official council business. All councillors have access to a parish council email account with a gov.uk email address
- 5.212. When choosing a domain name all councils must follow the rules set out by the Cabinet Office to choose a .gov.uk domain name, for example, 'ourparishcouncil.gov.uk' with email addresses linked to that domain.

- 5.213. Using a .gov.uk domain for your council website and email accounts gives Parish Councils the following advantages:
- 5.214. Increased professionalism and trust from members of your community, partners and suppliers because your email address and website domains are a trusted government brand.
- 5.215. Separation of your personal life from your professional life, ensuring members of your community, partners and suppliers understand what capacity you are emailing them in - whether a Councillor or Clerk.
- 5.216. Increased control for the Responsible Officer over email accounts and documentation when managing new joiners, leavers, sudden absences or Freedom of Information and Subject Access Requests.
- 5.217. Peace of mind that your .gov.uk Parish Council domain will never be sold to someone else if it is not renewed on time, which can happen with .co.uk, .org.uk and other commercial domains.
- 5.218. Additional security measures, as all .gov.uk domains are checked for any cyber vulnerabilities by the Cabinet Office and reported to the Responsible Owner, or your technical point of contact, so they can be fixed.
- 5.219. You can read more about the benefits of getting a .gov.uk domain on the GOV.UK website.
- The Clerk has access to councillors email account when they leave the council. All emails can be redirected to the Clerks emails in the event that a councillor leaves.

Merged or sub-divided authorities

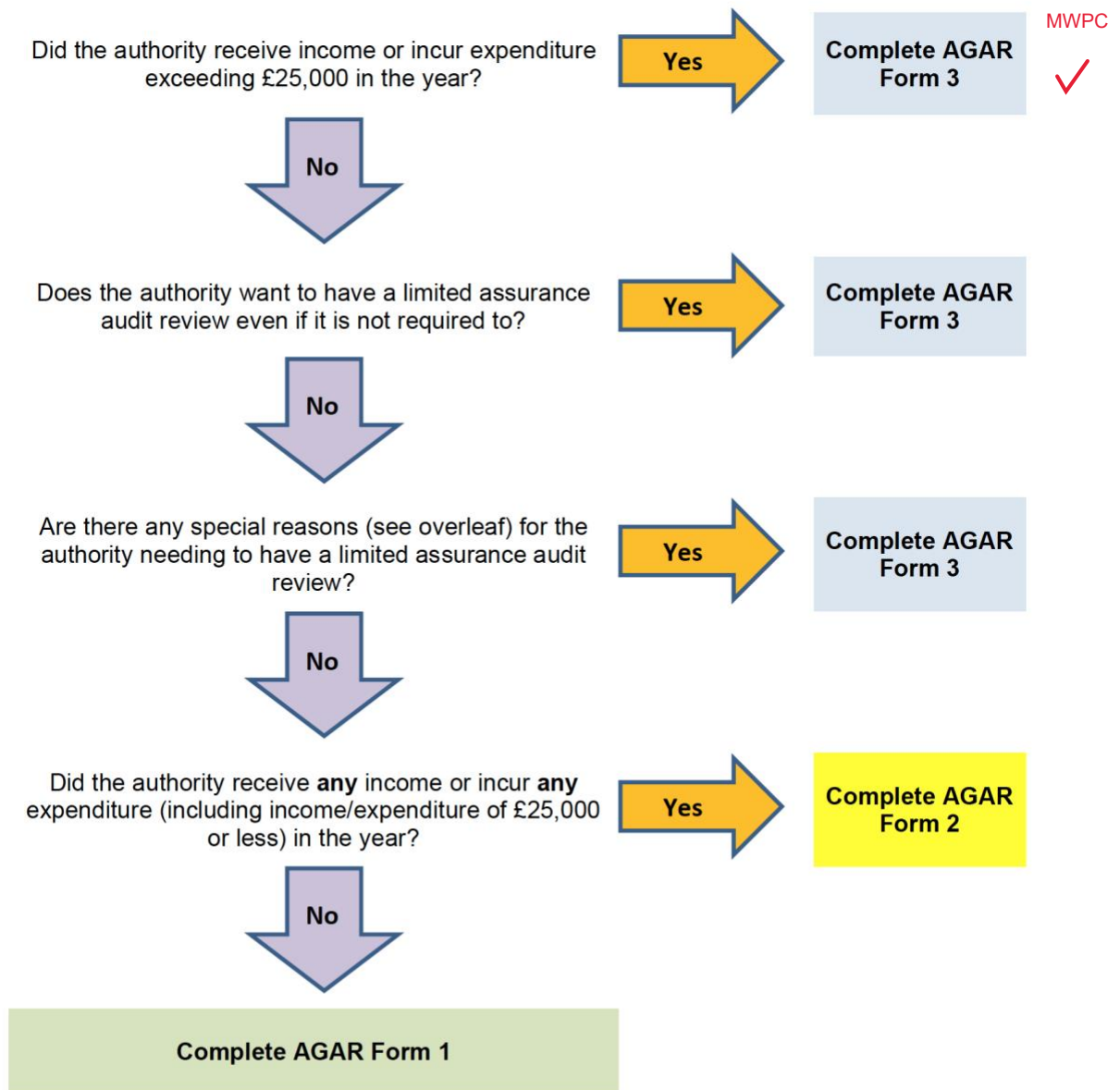
- 5.220. For information on reporting for merged or sub-divided authorities refer to the information on Combinations of Public Sector Bodies taken from CIPFA's "Code of practice on local authority accounting in the United Kingdom Guidance notes for practitioners' 2020/21." It is provided for guidance only and is not intended to be prescriptive in any way. Authorities should seek their own advice when considering such arrangements.

SECTION SIX — APPENDIX

Annual Governance Statements

Flow chart one — All other authorities

Annual Governance and Accountability Return



Please note that where an authority chooses or is required to complete AGAR Form 3 a fee will be payable

SPECIAL REASONS

If any of these statements is true, the authority must complete AGAR Form 3

1. The financial year is one of the first 3 years of the authority's existence;
2. In relation to the previous financial year, the external auditor:
 - a. has issued a public interest report in respect of the authority or any entity connected with it;
 - b. has made a statutory recommendation to the authority, relating to the authority or any entity connected with it;
 - c. has issued an advisory notice under paragraph 1(1) of Schedule 8 to the Audit and Accountability Act 2014 ("the Act") (other than a notice that has subsequently been withdrawn);
 - d. has commenced judicial review proceedings under section 31(1) of the Act; or
 - e. has made an application under section 28(1) of the Act for a declaration that an item of account is unlawful (other than an application that has been withdrawn or in respect of which the court has refused to make the declaration); or
3. In relation to the previous financial year, the court has declared an item of account unlawful after a person made an appeal under section 28(3) of the Act.

AGAR Form 1 for authorities other than parish meetings with no income or expenditure

The authority must ensure that before 1 July its Chairman or Responsible Financial Officer (RFO):

- 1) completes the certificate of exemption and declaration of no accounts (Part 1a, page 2), including:
 - a) a confirmation that no income was received nor expenditure incurred;
 - b) a statement of annual gross income in the year (0);
 - c) a statement of annual gross expenditure in the year (0);
 - d) a statement of balances held as at 31 March;
 - e) the Chairman's or RFO's signature;
 - f) the date on which the certificate of exemption was signed;
 - g) the date on which the certificate of exemption was approved (with minute reference);
 - h) the Chairman's or RFO's name, address, telephone number and email address; and
 - i) the name and address of the external auditor;
- 2) sends the completed certificate of exemption to the external auditor; and
- 3) publishes the completed certificate of exemption on a suitable website.

AGAR Form 2 for authorities (other than parish meetings) with neither income nor expenditure exceeding £25,000

The authority must ensure that before 1 July:

- 1) the certificate of exemption (page 3) is completed and includes:
 - a) a statement of annual gross income in the year;
 - b) a statement of annual gross expenditure in the year;
 - c) the Chairman's and Responsible Financial Officer (RFO)'s signatures;
 - d) the date(s) on which the certificate of exemption was signed;
 - e) the date on which the certificate of exemption was approved (with minute reference);
 - f) a contact telephone number and email address for the authority; and
 - g) its website address;
- 2) the completed certificate of exemption is sent to the external auditor;
- 3) the internal audit report for the year (page 4) is completed, signed and dated by the internal auditor;
- 4) the annual governance statement (page 5: Section 1) is:
 - a) completed;
 - b) formally approved at a meeting of the authority, with date and minute reference inserted; and
 - c) signed by the Chairman and Clerk;
- 5) summary accounting statements (page 6: Section 2) are
 - a) completed;
 - b) signed and dated by the RFO prior to being presented for approval;
 - c) formally approved at a meeting of the authority with date and minute reference inserted; and
 - d) signed by the Chairman; and
- 6) copies of:
 - a) the completed certificate of exemption;
 - b) the completed, signed and dated annual internal audit report;
 - c) the completed, approved, dated and signed annual governance statement;
 - d) the completed, approved, dated and signed summary accounting statements;
 - e) an analysis of variances
 - f) a bank reconciliation;
 - g) notice of the period for the exercise of public rights; and
 - h) other information required by Regulation 15 (2) of the Accounts and Audit Regulations 2015 are published on the authority's website or another suitable website.

AGAR Form 3 for smaller authorities not seeking or not eligible for exemption from audit

The authority must ensure that, before 1 July:

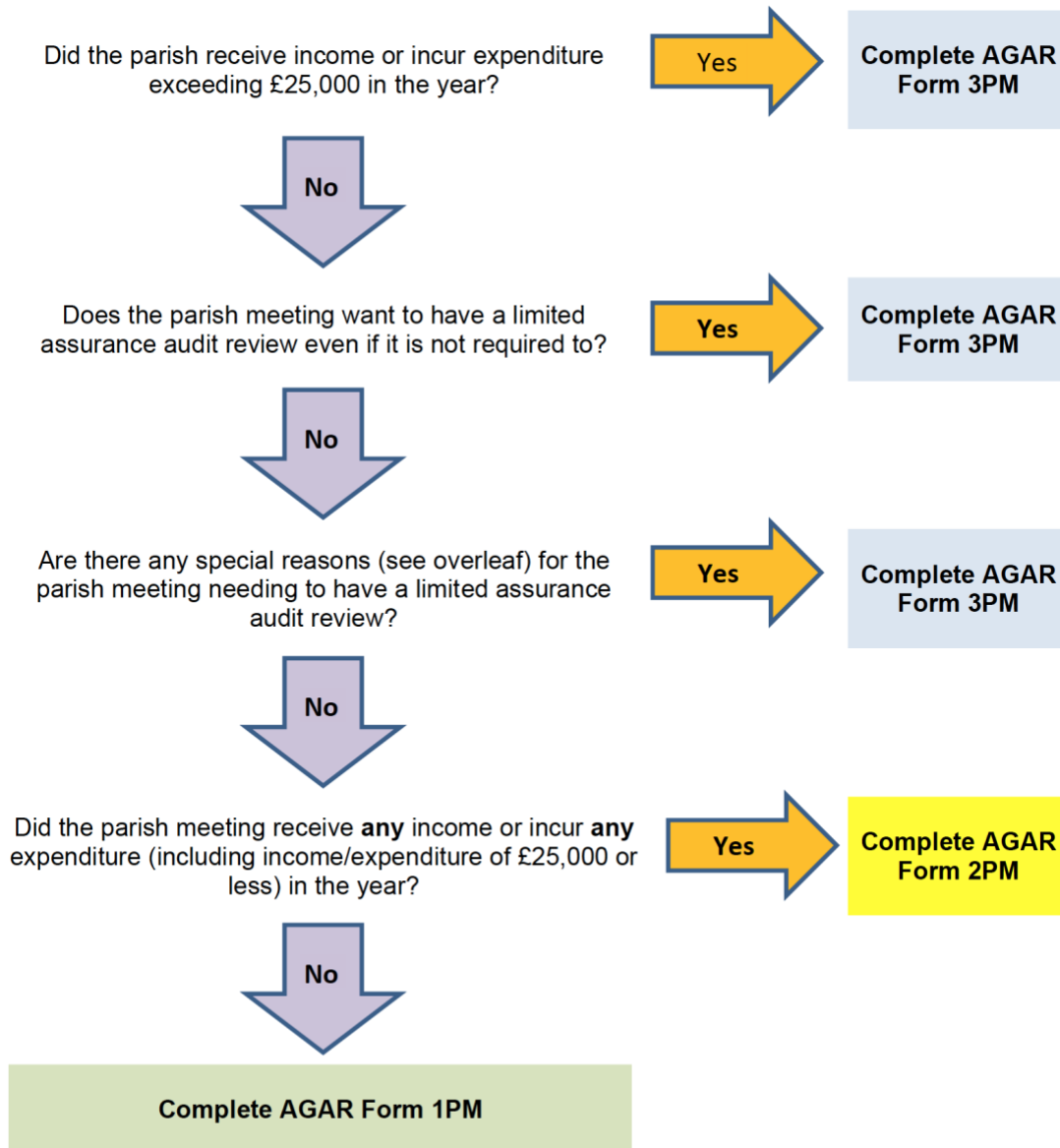
- 1) the internal audit report for the year (page 3) is completed, signed and dated by the internal auditor;
- 2) the annual governance statement (page 4: Section 1) is:
 - a) completed, with an explanation of any 'No' responses and a description of how the authority will address the weaknesses identified;
 - b) formally approved at a meeting of the authority, with date and minute reference inserted; and
 - c) signed by the Chairman and Clerk;
 and includes the authority's website address, where other information not forming part of the annual governance statement but required by the Transparency Codes may be found;
- 3) the accounting statements (page 5: Section 2) are
 - a) completed;
 - b) signed and dated by the Responsible Financial Officer (RFO);
 - c) subsequently approved at a meeting of the authority with date and minute reference inserted; and
 - d) signed by the Chairman; and
- 4) the authority's name is entered in the box at the head of the External Auditor Report and Certificate (page 6: Section 3) ; and
- 5) the RFO has set a date for the commencement of the period for the exercise of public rights;
- 6) copies of:
 - a) the completed annual governance statement (Section 1), signed by the Chairman and Clerk;
 - b) the accounting statements (Section 2) signed and dated by the RFO and Chairman;
 - c) the External Auditor Report and Certificate (Section 3) showing the name of the authority only;
 - d) a bank reconciliation as at 31 March;
 - e) an explanation of any significant year-on-year variances in the accounting statements;
 - f) notification of the period for the exercise of public rights;
 - g) the Annual Internal Audit Report; and
 - h) any other documents requested by the auditor
 are sent to the external auditor.
- 7) copies of:
 - a) the completed annual governance statement (Section 1), signed by the Chairman and Clerk; and
 - b) the accounting statements (Section 2) signed and dated by the RFO and Chairman are published on the authority's website or another publicly accessible website, together with:
 - c) notice of the period for the exercise of public rights; and
 - d) a declaration that the accounting statements are as yet unaudited.

Once the external auditor has completed and is able to give an opinion on the limited assurance review, the Annual Governance and Accountability Return including a completed Section 3 will be returned to the authority. The authority must then ensure publication on its website (or another suitable website) not later than 30 September of the complete Annual Governance and Accountability Return, comprising Sections 1, 2 and 3, including notice of the conclusion of audit and any amendments made to the accounting statements as a result of the limited assurance review.

Publication of the Internal Audit Report is also recommended.

Flow chart two — Parish meetings

Annual Governance and Accountability Return



Please note that where a parish meeting chooses or is required to complete AGAR Form 3PM a fee will be payable

SPECIAL REASONS

If any of these statements is true the parish meeting must complete AGAR Form 3PM

1. The financial year is one of the first 3 years of the parish's existence;
2. In relation to the previous financial year, the external auditor:
 - a) has issued a public interest report in respect of the parish meeting or any entity connected with it;
 - b) has made a statutory recommendation to the parish meeting, relating to the parish or any entity connected with it;
 - c) has issued an advisory notice under paragraph 1(1) of Schedule 8 to the Audit and Accountability Act 2014 ("the Act") (other than a notice that has subsequently been withdrawn);
 - d) has commenced judicial review proceedings under section 31(1) of the Act; or
 - e) has made an application under section 28(1) of the Act for a declaration that an item of account is unlawful (other than an application that has been withdrawn or in respect of which the court has refused to make the declaration); or
3. In relation to the previous financial year, the court has declared an item of account unlawful after a person made an appeal under section 28(3) of the Act.

AGAR Form 1PM for parish meetings with no income or expenditure

Before 1 July the Chairman of the parish meeting must:

- 1) complete the certificate of exemption and declaration of no accounts (Part 1, page 2), including:
 - a) a confirmation that no income was received nor expenditure incurred in the year;
 - b) a statement of annual gross income in the year (0);
 - c) a statement of annual gross expenditure in the year (0);
 - d) a statement of balances held as at 31 March;
 - e) the Chairman's signature;
 - f) the date on which the certificate of exemption was signed;
 - g) the Chairman's name, address, telephone number and email address; and
 - h) the name and address of the external auditor;
- 2) send the completed certificate of exemption to the external auditor; and
- 3) ensure that a copy of the completed certificate of exemption is published on an appropriate website or placed on public display in the local area for a period of at least 14 days.

AGAR Form 2PM for parish meetings with neither income nor expenditure exceeding £25,000

Before 1 July the Chairman of the parish meeting must ensure that:

- 1) the certificate of exemption (page 3) is completed and includes:
 - a) a statement of annual gross income in the year;
 - b) a statement of annual gross expenditure in the year;
 - c) the signature of the Chairman;
 - d) the date on which the certificate of exemption was signed;
 - e) the date on which the certificate of exemption was approved (with minute reference); and
 - f) the telephone number and email address of the Chairman;
- 2) the completed certificate of exemption is sent to the external auditor;
- 3) the internal audit report for the year (page 4) is completed, signed and dated by the internal auditor;
- 4) the annual governance statement (page 5: Section 1) is:
 - a) completed;
 - b) formally approved at a parish meeting, with date and minute reference inserted; and
 - c) signed by the Chairman;
- 5) summary accounting statements (page 6: Section 2) are
 - a) completed;
 - b) signed and dated by the Chairman as Responsible Financial Officer (RFO) prior to being presented for approval;
 - c) formally approved at a parish meeting with date and minute reference inserted; and
 - d) signed by the Chairman to certify that they have been approved; and
- 6) copies of:
 - a) the completed certificate of exemption;
 - b) the completed, signed and dated annual internal audit report;
 - c) the completed, approved, dated and signed annual governance statement;
 - d) the completed, approved, dated and signed summary accounting statements;
 - e) an analysis of variances
 - f) a bank reconciliation;
 - g) notice of the period for the exercise of public rights; and
 - h) other information required by Regulation 15 (2) of the Accounts and Audit Regulations 2015 are published on an appropriate website or placed on public display in the local area for a period of at least 14 days.

AGAR Form 3PM for parish meetings not seeking or not eligible for exemption from audit

The Chairman of the parish meeting must ensure that, before 1 July:

- 1) the internal audit report for the year (page 3) is completed, signed and dated by the internal auditor;
- 2) the annual governance statement (page 4: Section 1) is:
 - a) completed, with an explanation of any 'No' responses and a description of how the authority will address the weaknesses identified;
 - b) formally approved at a parish meeting, with date and minute reference inserted; and
 - c) signed by the Chairman;
- 3) the accounting statements (page 5: Section 2) are
 - a) completed;
 - b) signed and dated by the Chairman as Responsible Financial Officer (RFO);
 - c) subsequently approved at a meeting of the authority with date and minute reference inserted; and
 - d) signed by the Chairman to certify that they have been approved; and
- 4) the name of the parish meeting is entered in the box at the head of the External Auditor Report and Certificate (page 6: Section 3);
- 5) the Chairman as RFO has set a date for the commencement of the period for the exercise of public rights;
- 6) copies of:
 - a) the completed annual governance statement (Section 1), signed by the Chairman;
 - b) the accounting statements (Section 2) signed by the Chairman as RFO and certified by the Chairman as having been approved;
 - c) the External Auditor Report and Certificate (Section 3) showing the name of the authority only;
 - d) a bank reconciliation as at 31 March;
 - e) an explanation of any significant year-on-year variances in the accounting statements;
 - f) notification of the period for the exercise of public rights;
 - g) the Annual Internal Audit Report; and
 - h) any other documents requested by the auditor
 are sent to the external auditor.
- 7) copies of:
 - a) the completed annual governance statement (Section 1), signed by the Chairman; and
 - b) the accounting statements (Section 2) signed and dated by the Chairman as RFO and certified by the Chairman as having been approved
 are published or placed on public display in the local area for a period of at least 14 days, together with:
 - c) notice of the period for the exercise of public rights; and
 - d) a declaration that the accounting statements are as yet unaudited.

Once the external auditor has completed and is able to give an opinion on the limited assurance review, the Annual Governance and Accountability Return including a completed Section 3 will be returned to the Chairman of the parish meeting.

The Chairman must then ensure that, not later than 30 September, the complete Annual Governance and Accountability Return, comprising Sections 1, 2 and 3, including notice of the conclusion of audit and any amendments made to the accounting statements as a result of the limited assurance review, is published on an appropriate website or placed on public display in the local area for a period of at least 14 days.

Publication of the Internal Audit Report is also recommended.

Example Financial Risk Management template

A simple risk register might look something like this:

Happyville Town Council — Financial Risk Management Record

Risk area	Risk identified	Level of risk (H/M/L)	Management of risk	Action required	Review date
Section one: Areas where there may be scope to use insurance to help manage risk					
Property and contents owned by the council	Loss or damage	H	An up-to-date register of assets and investments	Review quarterly by council, annually by IA Check website list correct as of ****	
Damage to third party property or individuals	Public liability	H	Property maintenance and insurance cover	Insurance held with ****, renewal date of ****, reviewed by council on **** and by IA	
Consequential loss of income or the need to provide essential services following critical damage, loss or non-performance by a third party	Public liability	H	Annual review of risk and the adequacy of cover	Value of insurance ****, held with ****, reviewed annually by council on **** and by IA	
Loss of cash through theft or dishonesty	Fidelity guarantee	L		Level ****, who with ****, internal controls checked by council on **** and IA	
Legal liability as a consequence of asset ownership	Public liability	H	Property maintenance and insurance cover	Level of cover ****, renewal date ****, mtce schedule reviewed on ****, inspection regime by ****	
Section two: Working with others to help manage risk					
Security for vulnerable buildings, amenities or equipment		M		Inspection regime – councillors and paid inspectors reviewed ****,	

				reporting systems	
The provision of services being carried out under agency/partnership agreements with principal authorities	Standing orders and financial regulations dealing with the award of contracts	L		Reviewed quarterly by council annually (last on ****) by IA all partner's risk assessed and multiple quotes obtained and compared in minutes (check web entries clear)	
Banking arrangements, including borrowing or lending	Detect and deter fraud or corruption	L		Financial regs and IA review on ****	
Ad hoc provision of amenities/facilities for events to local community groups	Public Liability	L		Ask all for hirers insurance, financial regulation	
Vehicle or equipment lease or hire		L		Hire from reputable companies, monitor by council	
Trading units (leisure centres, playing fields, burial grounds, etc.)	External contractors for maintenance	L		Or staff used – budget monitoring, employment law followed	
Professional services (architects, accountancy, design, etc.)	Standing orders and Financial regs deal with the awarding of contracts	L		County association for legal or use **** IA reviewed regularly, others based on best available advice reviewed ****	
Section three: Self-managed risk					
Proper financial records	In accordance with statutory requirements	L		Review quarterly by	

				Cllrs, annually by IA	
Business activities	Ensuring that they are within the legal powers of councils	L		IA review on receipt and at half year and regular reference to legislation and guidance	
Borrowing	Complying with restrictions	L		IA review and council checked on ****	
Employment law and Inland Revenue regulations	Ensuring that requirements are met	L		IA review and use bureau ****	
VAT	Ensuring that requirements are met under HMRC regulations	L		IA review and advice taken as needed from ****	
Annual precept	Ensuring adequacy within sound budgeting arrangement	L		IA review and budget published on web on ****	
Monitoring of performance		L		Councillors review budget and policies quarterly at dates ****	
Grants	Ensuring proper use of funds granted to local community bodies under specific powers, s137 or GPC	L		All grants based on approved form (last updated ****) and supporting information, minuted and checked by IA	
Council minutes	Proper, timely and accurate reporting of council business in the minutes	L		Posted on website for public to see With full agenda packs as per Transparency Code and IA review	

Rights of inspection		L		Website / policies updated ****	
Document control	Proper systems	L		Policies approved and published ****	
Register of Members' Interests and Gifts and Hospitality	In place, complete, accurate and up-to-date	L		IA and district council review web links checked ****	
Compliance with Transparency Code		L		Stay up to date with legislative changes most recent minute ****	

TERMS OF REFERENCE

- 1.1 The Joint Panel on Accountability and Governance (JPAG or ‘the Panel’) is established jointly by the National Association of Local Councils (NALC), the Society of Local Council Clerks (SLCC) and the Association of Drainage Authorities (ADA) for the purpose of preparing, maintaining, developing and issuing from time to time a Practitioners’ Guide to proper practices to assist smaller authorities in England to prepare accounting and governance statements in the form of an annual return as set out in legislation, hereinafter referred to as the Annual Governance and Accountability Return.
- 1.2 JPAG’s terms of reference are:
- (i) To support NALC, SLCC and ADA in preparing, maintaining and publishing the Practitioners’ Guide.
 - (ii) To keep under review, advise on the need for changes or updates, consult and, following due process, approve changes or updates to the Practitioners’ Guide and Annual Governance and Accountability Return (except the auditor’s report, which is determined by the NAO).
 - (iii) To support Smaller Authorities Audit Appointments Ltd (SAAA) in producing the Annual Governance and Accountability Return.
- 1.3 The preparation, maintenance and development of the Practitioners’ Guide will focus in the main on the requirement for small bodies to meet statutory accounting and reporting requirements laid out in statute. In meeting its terms of reference in 1.2, JPAG will have regard to relevant UK Generally Accepted Accounting Practices (‘UKGAAP’) as adapted for public sector circumstances.

Due process for the preparation and maintenance of the Practitioners’ Guide

- 2.1 JPAG shall keep under review the Practitioners’ Guide. In particular it shall consider at least annually:
- Any implications for the Practitioners’ Guide brought to its attention by any of the Panel members.
 - Any developments in the public sector that suggest further guidance on accounting and related governance matters at smaller authorities is desirable.
- 2.2 At the behest of JPAG the Chair shall notify NALC, SLCC and ADA as soon as practicable of proposals to update the Practitioners’ Guide and a planned timetable.
- 2.3 Drafting of the Practitioners’ Guide, or any changes to the Practitioners’ Guide, is overseen and approved by JPAG. The process should ensure the participation of representatives of each of the Panel members, external auditors of smaller authorities, relevant government departments and independent outsiders on behalf of the wider public interest as required.
- 2.4 JPAG may, as circumstances require, establish sub-groups to consider individual issues or tasks. These sub-groups shall conduct their meetings in accordance with

terms of reference set by the Panel. The sub-groups may, where necessary, invite appropriately qualified experts to join their sub-group subject to the terms of reference for the sub-group.

- 2.5 JPAG shall conduct its proceedings in an open way and follow due process:
- Before publishing any Practitioners' Guide, or any significant changes to the Practitioners' Guide, JPAG shall invite comment by means of a published exposure draft and invitation to comment explaining the proposals.
 - The period for responses shall be at least six weeks. NALC, SLCC and ADA shall issue the exposure draft and invitation to comment, which may include publication on a relevant website or websites, and publicise the consultation among their practitioners.
 - In addition, the Panel shall also inform external auditors of smaller authorities and relevant government departments about the consultation.
- 2.6 The invitation to comment included with exposure drafts shall state that comments will be regarded as capable of being placed on the public record, unless confidentiality is requested, so that NALC, SLCC and the ADA can publish comments or summaries of comments.
- 2.7 The Practitioners' Guide is recognised by relevant government departments as the authoritative source for smaller authorities in England on proper practices for accounting and governance and in preparing an annual return. It is intended to be written as a complete single-source document that does not require further interpretation. JPAG is therefore not responsible for reviewing or approving any further guidance or application notes issued by any other body, individual or organisation.
- 2.8 Within the Practitioners' Guide, JPAG may include additional information and examples that are not proper practices within the meaning set out in statute. Any such content must be clearly identified within separate sections of the Practitioners' Guide.

Composition

- 3.1 The members of JPAG are:
- the chair (see section 4 below)
 - 1 nomination each from NALC, SLCC and ADA;
 - 1 nomination each from DLUHC, DEFRA, the NAO and CIPFA; and
 - 1 additional nomination from NAO for a representative of external auditors for smaller authorities.
- 3.2 One member of the Panel shall be appointed as vice-chair.
- 3.3 The Panel may elect to co-opt up to two further independent members; such co-options to be agreed by the members of the Panel listed at 3.1 by a simple majority vote.

Chair

- 4.1 The chair is selected by JPAG from nominations received from NALC, SLCC and ADA. It is not mandatory for any nominee to be a member of the nominating body and once appointed the chair shall act independently of any nominating body.
- 4.2 The appointment is for a fixed-term renewable of 3 years with a maximum term of 6 years.
- 4.3 The chair is not an office of profit and carries no remuneration.

Support functions

- 5.1 JPAG will determine, from time to time, the key delegated functions that include, inter alia:
 - JPAG governance and secretarial arrangements — maintaining Terms of Reference; membership issues including appointments; arranging meeting dates and venues; servicing meetings including preparing and distributing papers, taking minutes and dealing with related correspondence; and maintaining any website.
 - The Practitioners' Guide — managing and coordinating the revision and update cycle and associated consultations; and arranging for publication by the sector bodies.
 - The Annual Governance and Accountability Return — SAAA is responsible for designing, managing and coordinating the annual review and producing the Annual Governance and Accountability Return in line with the Practitioners' Guide and the Accounts and Audit Regulations, consulting JPAG members, submitting to JPAG for approval in accordance with paragraph 1.2(ii), arranging and paying for the distribution of the annual governance and accountability return to the audit firms for onward distribution to smaller authorities.
 - Technical support — Technical queries from practitioners, audit firms and government departments will be, in the first instance, directed to the appropriate body (NALC, SLCC, ADA, NAO, DLUHC or DEFRA). Where the appropriate body is unable to provide a definitive response, it will then refer the matter to the JPAG Chair or a sub-group of JPAG set up for that purpose in accordance with section 2.4 herein. The JPAG Chair or sub-group will keep a record of all issues raised and, where the requirements of the Practitioners' Guide are not explicit, agree on a common recommended approach to be communicated to JPAG members and included in proposals for the next update to proper practices. Where the issue concerns public inspection rights, the appropriate body will direct any audit queries from the general public to the NAO's Guide to Electors Rights publication (Local authority accounts: a guide to your rights), and, if appropriate, to the SAAA website, which provides contact details for any opted-in smaller authority's independently appointed external auditor. The bodies will refer any accounting queries from the general public to the Practitioners' Guide.

- 5.2 JPAG may reasonably remunerate work for delegated functions, which, if approved by SAAA, will be paid for by SAAA.

Panel appointments

- 6.1 Appointments to JPAG are made by nomination from:
- NALC for the NALC nominee
 - SLCC for the SLCC nominee
 - ADA for the ADA nominee
 - NAO for the NAO nominee and the nominee to represent an external auditor's view
 - CIPFA for the CIPFA nominee
 - DLUHC for a technical smaller authority accounting nominee
 - DEFRA for a technical smaller authorities/IDBs accounting nominee and are subject to the governance arrangements of those bodies. All nominations are personal to the individuals concerned – substitutions for particular meetings may only be made with the consent of the Chair which shall not be unreasonably withheld.
- 6.2 The Panel may invite other persons to attend meetings of the Panel or its sub-groups on an ad-hoc (non-voting) basis to advise on specific issues or projects, or as observers.

Conduct of meetings

- 7.1 As noted in paragraph 2.5, JPAG shall conduct its proceedings in an open way and follow due process.
- 7.2 Members and observers must not use their position for personal gain in either business, political or social relationships. Therefore, a member or observer who has, or maybe perceived to have, such a personal interest in a particular matter under consideration should declare that interest and withdraw from all discussions relating to it. In addition, members should take no part in any vote on such a matter.
- 7.3 Each meeting of JPAG shall allow its members and observers the opportunity to declare any interest that is relevant to the issues discussed at the meeting.
- 7.4 The minutes of the JPAG meeting shall be agreed by the Panel members as soon as possible after the meeting and may be published by agreement of the Panel.

Panel meeting frequency and agendas

- 8.1 JPAG will meet as required but as a minimum twice per year. Meetings are scheduled in advance but may be changed by agreement. Additional meetings may be held by agreement. Meetings may be arranged to be held virtually by consensus.

- 8.2 Work between meetings is progressed through delegated functions, agreement by electronic communication, meetings of groups progressing specific items, and in consultation with the chair.

Quorum

- 9.1 A quorum for meetings is five members and must include a member from two of the three NALC, SLCC and/or ADA organisations. A quorum may include members attending by telephone or video conference.
- 9.2 Non-quorate meetings may discuss and formally note matters for future report to the next meeting of the Panel, but have no executive authority. Urgent decisions, at the chair's discretion, should be dealt with by correspondence with members.

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2-3 years, GOOD- Unlikely to need attention in next 5 years
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	1	N	Water troughs		Berryfield & Briansfield Allotments	A	2015	PP	2,570	2,570			2,570.00	
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	2	N	Notice Boards		2 @ Briansfield, 1 @ Berryfield	A	Apr-16		45	1			1.00	
BUILDINGS	BUILDINGS	3	N	Bowerhill Sports Pavilion		Bowerhill Sports Fields	BH	2015	PP	1	1			1.00	Sept/ Oct 23- Replacement condensing units due to split. Also replacement control moduals in water heaters- V3555
BUILDINGS	BUILDINGS	4	N	Shaw Village Hall		Shaw	S&W	1975	PP	12,432	12,432			12,432.00	
FENCING/GATES	FENCING/GATES	5	N	Beanacre Estate fencing and gates		Beanacre Estate (between play area & church)	BA			6,058	6,058			6,058.00	
FENCING/GATES	FENCING/GATES	6	N	Beanacre Play Area fencing		Beanacre Play Area	BA	2005	PP	5,871	5,871			5,871.00	
FENCING/GATES	FENCING/GATES	7	N	Briansfield Gate and fence		Briansfield Allotments	BF			823	823			823.00	
FENCING/GATES	FENCING/GATES	8	N	Bowerhill sports field gates and fencing		Bowerhill Sports Field	BH	2012	PP	1	1			1.00	
FENCING/GATES	FENCING/GATES	9	N	Hornchurch Rd MUGA fencing		Hornchurch Rd, Bowerhill	BH	2014	PP	4,769	4,769			4,769.00	
FENCING/GATES	FENCING/GATES	10	N	Shaw Play Area fencing		Shaw Play Area	S&W	1993	PP	5,411	5,411			5,411.00	
CONTENTS	GENERAL CONTENTS	11	N	Bowerhill Sports Pavilion		Bowerhill Sports Fields	BH	2015			-			0.00	
CHAIN OF OFFICE/CHAIRMAN'S BOARD	CIVIC REGALIA	12	N	Chain of office		Melksham Campus Offices	O	2005	PP	885	1,230			1,230.00	
CHAIN OF OFFICE/CHAIRMAN'S BOARD	CIVIC REGALIA	13	N	Chairmans Board		Melksham Campus Meeting Room	O	1991	PP	150	150			150.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	14	N	Stairlift		Crown Chambers	O	2008	PP	5,390					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	15	N	Wheel chair for use in office		DONATED	O	2009	PP	70					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	16	N	10 plastic chairs		Bowerhill Sports Pavilion	O		EST	40					

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2-3 years. GOOD- Unlikely to need attention in next 5 years
LAND	OTHER SURFACES	17	N	Land leased to Mr Guley (3.95 acres)		Berryfield	BF	1912	2000	9,750	9,750			9,750.00	
LAND	OTHER SURFACES	18	N	Jubilee Sports Field		Bowerhill Sports Field	BH	2012	PP	1	1			1.00	
LAND	OTHER SURFACES	19	N	Shaw Playing Field		Shaw	S&W	1958	2000	27,500	27,500			27,500.00	
MACHINERY/TOOLS	MOWERS & MACHINERY	20	N	Caretakers Tools - Drill, Sack Truck, Bolt cutters etc		Caretakers Store	TC		EST	100	100			100.00	
MACHINERY/TOOLS	MOWERS & MACHINERY	21	N	Mower		Bowerhill Pavilion Pump Room	TC	2008	PP	238					
MACHINERY/TOOLS	MOWERS & MACHINERY	22	N	Petrol Strimmer		Allotment Warden's Home Address	TC	1996	PP	273					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	23	N	1 large meeting table		Melksham Campus Meeting Room	O	2014	PP	1,064	1,064			1,064.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	24	N	2 filing cupboards (not locable)		Bowerhill Sports Pavilion kit room	O	2014	PP	1	1			1.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	25	N	3 filing cabinets		Melksham Campus Meeting Room	O	1991	PP	75	50			50.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	26	N	25 meeting chairs		Crown Chambers	O	2014	PP	1					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	27	N	3 computers		Bowerhill Sports Pavilion Office	O		EST	2,000					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	28	N	1 x acer extensa computer & monitor		Bowerhill Sports Pavilion Office	O	2016	PP	303					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	29	N	3x 24" Monitors and 2 DVI Monitor leads		Melksham Campus Office	O	2017		278	278			278.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	30	N	1X 24" Monitor		Melksham Campus Office	O	2017		90	90			90.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	31	N	4 desks		Crown Chambers	O		EST	200					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	32	N	4 office chairs (Now 2)		Melksham Campus Office	O		EST	40	20			20.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	33	N	5 filing drawers		Melksham Campus Office	O		EST	50	40			40.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	34	N	Colour printer		Crown Chambers	O	2007	PP	78					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	35	N	Disabled toilet facilities & sink		Crown Chambers	O	2008	PP	225					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	36	N	Laminator		Crown Chambers	O	2015	PP	32					

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2/3 years. GOOD- Unlikely to need attention in next 5 years
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	37	N	Large screen for viewing plans etc		Bowerhill Sports Pavilion games room	BH		EST	550	550			550.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	38	N	Mobile phone		Melksham Campus Offices	O	2014	PP	10	10			10.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	39	N	4 Ipecs telephones (Have been replaced with new handsets but have not disposed of items and are still in office so still on asset register)		Melksham Campus Offices	O	2017	PP		2,080			2,080.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	40	N	Photocopier Canon IR2870		Crown Chambers	O	2008	PP	1,987					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	41	N	Photocopier Canon IRC3580NE		Melksham Campus Meeting Room	O	2017	PP	2,250	2,250	2,250		0.00	Disposed of in Dec 23
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	42	N	Postal scales		Crown Chambers	O	1999	PP	45					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	43	N	Refrigerator		Crown Chambers	O	2008	PP	68					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	44	N	Telephone System		Crown Chambers	O	2012	PP	519					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	45	N	Vaccum Cleaner		Bowerhill Sports Pavilion	O	2014	PP	110	110	110		0.00	Asset Management 10th July 2023 min.108a/23 rec 3- Dispose of pavilion Hoover
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE	46	N	Water heater - Aquarius A7/3 Santon Oversink		Crown Chambers	O	2008	PP	85					
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	47	N	Stationery		Melksham Campus Meeting Room	O	Various			1,000			1,000.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	48	N	1 Defibrillator - Phillips Heartstart HS1		Inside Bowerhill Village Hall	BH	2016	PP	1	342			342.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	49	N	CHT 9154 - View Defibrillator & Cabinet		Pilot Pub, Bowerhill	BH	2016	PP	1,920	1,920			1,920.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	50	N	CHT9153 - View Defibrillator & Cabinet		New Inn Pub, Semington Road	BF	2016	PP	1,920	1,920			1,920.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	51	N	CHT 9152 - View Defibrillator & Cabinet		Jubilee Sports Pavilion	BH	2016	PP	1,920	1,920			1,920.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	52	N	CHT 9151 - View Defibrillator & Cabinet		Shaw Village Hall	S&W	2016	PP	1,920	1,920			1,920.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	53	N	CHT 9150 - View Defibrillator & Cabinet		Whitley Reading Room	S&W	2016	PP	1,920	1,920			1,920.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	54	N	CHT 9149 - View Defibrillator & Cabinet		St Barnabas Church	BA	2016	PP	1,920	1,920			1,920.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	55	N	GHT 9148 - View Defibrillator & Cabinet		Watermeadow Pub	E	2016	PP	1,920	-				

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2/3 years. GOOD- Unlikely to need attention in next 5 years
OUTSIDE EQUIPMENT	STREET FURNITURE	56	N	Speed Indicator Device		Moves every 14 days to a new scheduled location	V	2016	PP	1	224	-	224	0.00	Asst Management committee 4th September 23- min 173/23e approved to dispose of asset
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	57	N	<10 tower unit		Beanacre Play Area	BA	2005	PP	7,200	7,200			7,200.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	58	N	>7 timber trail (net climber)		Beanacre Play Area	BA	2006	PP	3,180	3,180			3,180.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	59	N	>7 timber trail (walkway)		Beanacre Play Area	BA	2005	PP	2,205	2,205			2,205.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	60	N	2 swing set for over 7s		Beanacre Play Area	BA	2005	PP	1,040	1,040			1,040.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	61	N	2 swing set for under 7s		Beanacre Play Area	BA	2005	PP	850	850			850.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	62	N	Rotating play web		Beanacre Play Area	BA	2005	PP	3,750	3,750			3,750.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	63	N	Play Area		Berryfield Play Area	BF			-	1			1.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	64	N	Play Area		Hornchurch Road Play Area	BH			1	-			1.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	65	N	Play Area		Kestrel Court	BH	30/09/2016	PP	1	1			1.00	Currently lease this play area from WC
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	66	N	2 swing set for over 7s		Shaw Play Area	S&W	1991	PP	1,722	1,722			1,722.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	67	N	2 swing set for under 7s		Shaw Play Area	S&W	1990	PP	390	390			390.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	68	N	4 seat rocker		Shaw Play Area	S&W	1991	PP	400	400			400.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	69	N	Aeroplane springer		Shaw Play Area	S&W	2002	PP	655	655			655.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	70	N	Over 7 unit		Shaw Play Area	S&W	1992	PP	7,273	7,273			7,273.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	71	N	Spinning bowl		Shaw Play Area	S&W	2015	PP	3,477	3,477			3,477.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	72	N	Under 7 unit		Shaw Play Area	S&W	1992	PP	6,500	6,500			6,500.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	73	N	4 x goal posts 3 x 11v11, 1x 9v9- Currently stored st JH Jones yard		JH Jones yard	BH	2012	PP	1	1			1.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	74	N	Hornchurch Rd MUGA Goal Ends		Hornchurch Rd, Bowerhill	BH	2014	PP	1,754	1,754			1,754.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	75	N	Bowerhill Sports Field Basket ball court		Bowerhill Sports Field	BH	2015	PP	1	1			1.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	76	N	"old" Basketball hoop ex Bowerhill Sports Field		now installed at Kestrel Court Play Area as of Feb/March 2017	BH	2015	EST	Nil	1			1.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	77	N	2x goal ends		Basketball Court, Shaw	S&W	2011	PP	7,268	7,268			7,268.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	78	N	"old" Basketball hoop ex Shaw Sports Field		Stored behind Shaw Village Hall	S&W	1999	EST						

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STREET FURNITURE	STREET FURNITURE	79	N	Bus Timetable		??	??		EST	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	80	N	Bus Timetable		Bus Shelter, A350 Beanacre	BA		EST	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	81	Yes	Concrete Bus Shelter		A350 Beanacre	BA	1999	PP	508	508	508		0.00	Disposed of in March 2024 when bus shelter was replaced.
STREET FURNITURE	STREET FURNITURE	82	N	Concrete Bus Shelter		A350 Beanacre- Lacock end	BA	2007	PP	2,426	2,426			2,426.00	
STREET FURNITURE	STREET FURNITURE	83	N	Noticeboard		Layby at entrance to Beanacre play area	BA	2013	PP	658	658			658.00	
STREET FURNITURE	STREET FURNITURE	84	N	Outside seat		Beanacre Play Area	BA	2005	PP	280					
STREET FURNITURE	STREET FURNITURE	85	N	Outside seat		Beanacre Play Area	BA	2005	PP	280					
STREET FURNITURE	STREET FURNITURE	86	N	Outside seat		Beanacre, A350 Lacock end	BA	2001	PP	306	306			306.00	
STREET FURNITURE	STREET FURNITURE	87	N	Outside seat		Beanacre, outside Burnt Cottages	BA	1981	PP	220	220			220.00	
STREET FURNITURE	STREET FURNITURE	88	N	Picnic table		Beanacre Play Area	BA	2009	PP	415	415			415.00	
STREET FURNITURE	STREET FURNITURE	89	N	Rights of Way Info Board		Beanacre	BA	2010	PP	964	964			964.00	
STREET FURNITURE	STREET FURNITURE	90	Yes?	Wooden Bus Shelter		Beanacre, opposite old Peacock pub	BA	1995	PP	2,150	2,150			2,150.00	
STREET FURNITURE	STREET FURNITURE	91	N	Bus Timetable		Semington Road, opposite Shails Lane	BF	1996	PP	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	92	N	Concrete Bus Shelter		Semington Rd opp Shails Ln	BF		EST	3,065	3,065			3,065.00	
STREET FURNITURE	STREET FURNITURE	93	N	Metal Bus Shelter		Semington Road opposite side of road from Police HQ	BF	1999	PP	4,155	4,155			4,155.00	
STREET FURNITURE	STREET FURNITURE	94	N	Metal Bus Shelter		Semington Road outside Police HQ	BF	1999	PP	4,155					
STREET FURNITURE	STREET FURNITURE	95	N	Metal Bus Shelter		Semington Road outside Police HQ	BF	2016	PP	7,206	7,206			7,206.00	
STREET FURNITURE	STREET FURNITURE	96		B.T Kiosk . K6 RED, HERITAGE STYLE		Top Lane, Whitley	S&W	2017		1	1			1.00	
STREET FURNITURE	STREET FURNITURE	97		B.T Kiosk KX100 MODERN STYLE		Corsham Road	S&W	2017		1	1			1.00	
STREET FURNITURE	STREET FURNITURE	98	N	Noticeboard		Outside Berryfield Village Hall	BF	1992	PP	180	-				
STREET FURNITURE	STREET FURNITURE	99	N	Outside seat		Berryfield, by Padfield Gardens	BF	2008	PP	450	450			450.00	
STREET FURNITURE	STREET FURNITURE	100	N	Rights of Way Info Board		Berryfield	BF	2010	PP	964	964			964.00	

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STREET FURNITURE	STREET FURNITURE	101	N	Bus Timetable		Bus Shelter, Mitchell Drive, Bowerhill	BH		EST	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	102	N	Dog fouling signs		Bowerhill Sports Field	BH		PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	103	N	Dog fouling		Bowerhill Sports Field	BH		PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	104	N	Footpath Signs (BRAG/PIGS Scheme) - Wooden Finger Posts		Bowerhill	BH		EST	750	750			750.00	
STREET FURNITURE	STREET FURNITURE	105	N	Melksham RAF Gate Badge		Bowerhill Village Hall	BH	2007	PP	3,342	1			1.00	
STREET FURNITURE	STREET FURNITURE	106	N	Mill stone and 2 plaques		Bowerhill	BH	1999	PP	220	220			220.00	
STREET FURNITURE	STREET FURNITURE	107	N	Noticeboard		Bowerhill outside Fish & Chip shop	BH	1992	PP	180					
STREET FURNITURE	STREET FURNITURE	108	N	Noticeboard		Bowerhill outside Fish & Chip shop	BH	2017		574	574			574.00	
STREET FURNITURE	STREET FURNITURE	109	N	Noticeboard		BRAG/PIGS Picnic Area, Bowerhill	BH		EST	400	400			400.00	
STREET FURNITURE	STREET FURNITURE	110	N	Noticeboard		Berryfield Park	BH	2017		£776.80	777			777.00	
STREET FURNITURE	STREET FURNITURE	111	N	Noticeboard		Outside the Pilot, Bowerhill	BH	2010	PP	438	438			438.00	
STREET FURNITURE	STREET FURNITURE	112	N	Noticeboard		BRAG Picnic area by canal, Bowerhill	BH	2017	PP	1,018	1,018			1,018.00	
STREET FURNITURE	STREET FURNITURE	113	N	Outside seat		BRAG Picnic area by canal, Bowerhill	BH	2014	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	114	N	Outside seat		BRAG Picnic area by canal, Bowerhill	BH	2014	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	115	N	Picnic Table		BRAG Picnic area by canal, Bowerhill	BH	2016	PP	395	395			395.00	
STREET FURNITURE	STREET FURNITURE	116	N	Outside seat		Bridleway to canalside picnic area, Bowerhill	BH	2014	PP	1	-				
STREET FURNITURE	STREET FURNITURE	117	N	Outside seat		Bridleway to canalside picnic area, Bowerhill	BH	2015	PP	1	-				
STREET FURNITURE	STREET FURNITURE	118	N	Outside seat		Dowding Court, Bowerhill	BH	1999	PP	250	250			250.00	
STREET FURNITURE	STREET FURNITURE	119	N	Outside seat		Falcon Way nr roundabout Mitchell Dr, Bowerhill	BH	2014	PP	1					
STREET FURNITURE	STREET FURNITURE	120	N	Outside seat		Falcon Way opp The Pilot, Bowerhill	BH	2014	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	121	N	Outside seat		Falcon Way, nr Kingfisher Dr, Bowerhill	BH	2014	PP	1					
STREET FURNITURE	STREET FURNITURE	122	N	Outside seat		Hairax Road, near Wellington Drive, Bowerhill	BH	1995	PP	243	243			243.00	
STREET FURNITURE	STREET FURNITURE	123	N	Outside seat		Hornchurch Rd Open Space, Bowerhill	BH	2014	PP	1					

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STREET FURNITURE	STREET FURNITURE	124	N	Outside seat		Hornchurch Rd Open Space, Bowerhill	BH	2014	PP	1					
STREET FURNITURE	STREET FURNITURE	125	N	Outside seat		Pathfinder Way	BH	2003	PP	298	298			298.00	
STREET FURNITURE	STREET FURNITURE	126	N	Outside seat		Spa Road, near roundabout	BH	2001	PP	375	375			375.00	
STREET FURNITURE	STREET FURNITURE	127	N	Picnic table		Next to Canal (in Seend Parish)	BH	2010	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	128	N	Picnic table		Next to Canal (in Seend Parish)	BH	2010	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	129	N	Picnic table		Next to Canal (in Seend Parish)	BH	2010	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	130	N	Picnic table		Jubilee Sports Field	BH	2016			395			395.00	
STREET FURNITURE	STREET FURNITURE	131	N	Picnic table		Jubilee Sports Field	BH				395			395.00	
STREET FURNITURE	RAF STONE	132	N	RAF Commemorative Stone		Bowerhill	BH	1994	PP	2,500	2,500			2,500.00	
STREET FURNITURE	STREET FURNITURE	133	N	Rights of Way Info Board		Bowerhill	BH	2010	PP	964	964			964.00	
STREET FURNITURE	STREET FURNITURE	134	N	Rights of Way Info Board		Bowerhill	BH	2015	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	135	N	Rights of Way Info Board		Bowerhill	BH	2015	PP	1	1			1.00	
STREET FURNITURE	STREET FURNITURE	136	N	Sponsored bin		Along from Tesco Express (Robinsons)	BH	2012	PP	385	385			385.00	
STREET FURNITURE	STREET FURNITURE	137	N	Sponsored bin		Opp Tesco Express (The Base)	BH	2012	PP	385	385			385.00	
STREET FURNITURE	STREET FURNITURE	138	N	Bus Timetable		Bus Shelter, Sandridge Lane	E	1996	PP	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	139	N	Noticeboard		Outside (old) Forest & Sandridge School	E	1997	PP	125	-			0.00	
STREET FURNITURE	STREET FURNITURE	140	N	Noticeboard		Top of Sandridge Lane	E	2013	PP	658					

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STREET FURNITURE	STREET FURNITURE	141	N	Noticeboard		Shaw Hill, near entrance to Beltane Place, Shaw	S&W	2013	PP		658			658.00	
STREET FURNITURE	STREET FURNITURE	142	N	Outside seat		Sandridge Lane	E	1995		200					
STREET FURNITURE	STREET FURNITURE	143	N	Wooden Bus Shelter		Sandridge Lane on A3102	E	1995	PP	2,150	2,150			2,150.00	
STREET FURNITURE	STREET FURNITURE	144	N	Noticeboard		East of Melksham (Water Meadow pub)	E	2016	PP						
STREET FURNITURE	STREET FURNITURE	145	N	Noticeboard		East of Melksham (Clackers Brook bridge)	E	2015	PP						
STREET FURNITURE	STREET FURNITURE	146	N	Noticeboard		East of Melksham (Off Skylark Road)	E	2015	PP						
STREET FURNITURE	STREET FURNITURE	147	N	Entrance sign to Office		Bowerhill Sports Pavilion	BH	2006	PP	518	518			518.00	
STREET FURNITURE	STREET FURNITURE	148	N	External Office Sign		Bowerhill Sports Pavilion	BH	2006	PP	604	604			604.00	
STREET FURNITURE	STREET FURNITURE	149	N	Bus Timetable		Bus Shelter, Shaw Hill	S&W		EST	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	150	N	Bus Timetable		Bus Shelter, Shaw, A365	S&W	1996	PP	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	151	N	Bus Timetable		Bus Shelter, Shaw, A365	S&W	1996	PP	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	152	N	Bus Timetable		Bus Stop, Top Lane, at Eden Grove	S&W	1996	PP	30	30			30.00	
STREET FURNITURE	STREET FURNITURE	153	N	Concrete Bus Shelter		Shaw Hill	S&W	2009	PP	3,871	3,871			3,871.00	
STREET FURNITURE	STREET FURNITURE	154	YES? Suspected Asbestos	Concrete Bus Shelter		Shaw, near Church- on the right hand side coming out of Melksham, before the junction with Corsham Road	S&W		EST	3,065	3,065			3,065.00	
STREET FURNITURE	STREET FURNITURE	155	N	Concrete Bus Shelter		Shaw, near Church- Bath side	S&W		EST	3,065	3,065			3,065.00	
STREET FURNITURE	STREET FURNITURE	156	N	Dog fouling sign		Shaw Play Area	S&W	2009	PP	110	110			110.00	
STREET FURNITURE	STREET FURNITURE	157	N	Metal Bus Shelter		A365 Shaw	S&W	2009	PP	3,066	3,066			3,066.00	

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STREET FURNITURE	STREET FURNITURE	158	N	Noticeboard- Disposed and replaced with asset 322		At Shaw Village Hall	S&W	1992	PP	96	-				
STREET FURNITURE	STREET FURNITURE	159	N	Noticeboard (Disposed and replaced with asset 177)		Opposite Shaw School	S&W	1992	PP	180	-				
STREET FURNITURE	STREET FURNITURE	160	N	Noticeboard	A1 Secure lock case in green with green felt	Outside Whitley Reading Rooms	S&W	1992		180	453			453.00	
STREET FURNITURE	STREET FURNITURE	161	N	Outside seat		First Lane, Whitley	S&W	2003	PP	320	320			320.00	
STREET FURNITURE	STREET FURNITURE	162	N	Outside seat		Next to bus shelter, A365 Shaw	S&W	1995		200	-				
STREET FURNITURE	STREET FURNITURE	163	N	Outside seat		Opposite Shaw School	S&W		EST	200	200			200.00	
STREET FURNITURE	STREET FURNITURE	164	N	Outside seat		Outside Whitley Methodist Church	S&W		EST	200	200			200.00	
STREET FURNITURE	STREET FURNITURE	165	N	Wooden Outside seat		Outside Whitley Reading Rooms	S&W		EST	200	-				
STREET FURNITURE	STREET FURNITURE	166	N	Outside seat, inc Ground Anchors		Outside Whitley Reading Rooms	S&W	2016	PP	315	315			315.00	
STREET FURNITURE	STREET FURNITURE	167	N	Outside seat		Shaw Play Area	S&W		EST	266	-				
STREET FURNITURE	STREET FURNITURE	168	N	Outside seat		Shaw Play Area	S&W	1993	PP	266	-				
STREET FURNITURE	STREET FURNITURE	169	N	Outside seat		Top Lane, Whitley	S&W	1995	PP	186	186			186.00	
STREET FURNITURE	STREET FURNITURE	170	N	Outside seat		West Hill Bus Stop, Whitley	S&W	2015	PP		200			200.00	
STREET FURNITURE	STREET FURNITURE	171	N	Outside seat		Shaw Playing Fields	S&W	2015	PP		250			250.00	
STREET FURNITURE	STREET FURNITURE	172	N	Outside seat		Shaw Playing Fields	S&W	2015	PP		250			250.00	
STREET FURNITURE	STREET FURNITURE	173	N	Picnic table		Shaw Playing Fields	S&W	2015	PP		450			450.00	
STREET FURNITURE	STREET FURNITURE	174	N	Picnic table		Shaw Playing Fields	S&W	2015	PP		450			450.00	
STREET FURNITURE	STREET FURNITURE	175	N	Picnic table		Shaw Playing Fields	S&W	2015	PP		450			450.00	
STREET FURNITURE	STREET FURNITURE	176	N	Rights of Way Info Board		Shaw	S&W	2010	PP	964	964			964.00	
STREET FURNITURE	STREET FURNITURE	177	N	Noticeboard (Replacement of asset 159)		School but has now been replaced with new noticeboard. This board has been taken away so that Caretaker can replace damaged perspex ready for when another NB Needs to be replaced. Currently in storage. At allotment	S&W	2015	PP	600	600			600.00	
STREET FURNITURE	STREET FURNITURE	178	N	Noticeboard- Disposed of and not replaced		Outside of Melksham Library	T	2006	PP	560	-				
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	PLAY AREA EQUIPMENT	179	N	Play Area surface		Wet pour surfacing, Beanacre	BA	2005	PP	14,956	14,956			14,956.00	

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PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	OTHER SURFACES	180	N	Tarmac at entrance to Beanacre Play Area		Beanacre Play Area	BA	2005	PP	600	600			600.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	PLAY AREA EQUIPMENT	181	N	Hornchurch Rd MUGA surface		Hornchurch Rd, Bowerhill	BH	2014	PP	26,051	26,051			26,051.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	PLAY AREA EQUIPMENT	182	N	Play Area surface		Basketball court, Bowerhill	BH	2012	PP	1	1			1.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	PLAY AREA EQUIPMENT	183	N	Play Area surface		Basketball court, Shaw	S&W	2011	PP	12,985	12,985			12,985.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	PLAY AREA EQUIPMENT	184	N	Play Area surface		Shaw Play Area	S&W	2015	PP	10,498	10,498			10,498.00	
MACHINERY/TOOLS	GENERAL CONTENTS	185	N	Steam Cleaner		Bowerhill Pavilion	BH	Jul-17	PP	115	115			115.00	
STREET FURNITURE	STREET FURNITURE	186	N	Wooden bench		Bridleway to canalside picnic area, Bowerhill	BH	2018		1	1			1.00	
FENCING/GATES	FENCING/GATES	187	N	Kissing Gate		Access point from field into Shaw Recreation Field	S&W	2018	PP	1	1			1.00	
LAND	OTHER SURFACES	188	N	Hornchurch Road Play Area		Bowerhill	S&W	2018	PP	1	1			1.00	
		190	D- Number omitted in ERROR								-				
STREET FURNITURE	STREET FURNITURE	191	N	Outside seat		Berryfield play area (nearest to Village Hall)	BF	2018	PP	260	260			260.00	
STREET FURNITURE	STREET FURNITURE	192	N	Fire Expire Litter Bin + Fixings		Beanacre Play Area	BA	2018	PP	386	386			386.00	
STREET FURNITURE	STREET FURNITURE	193	N	MWPC Plaque for litter bin		Beanacre Play Area	BA	2018	PP	19	19			19.00	
STREET FURNITURE	STREET FURNITURE	194	N	Fire Expire Litter Bin + Fixings		Berryfield Play Area	BF	2018	PP	386	386			386.00	
STREET FURNITURE	STREET FURNITURE	195	N	MWPC Plaque for litter bin		Berryfield Play Area	BF	2018	PP	19	19			19.00	
STREET FURNITURE	STREET FURNITURE	196	N	3 no Fire Expire Litter Bin + fixings		Bowerhill Sports Field	BF	2018	PP	1,160	1,160			1,160.00	
STREET FURNITURE	STREET FURNITURE	196A	N	1 Fire expire litter bin + fixing		Cottages Beanacre to replace burnt out Wiltshire Council bin, this was moved from Bowerhill Sports Field as was replaced with a bigger bin (asset 312) at that location	BA	2018	PP	386	386			386.00	
STREET FURNITURE	STREET FURNITURE	197	N	4 no MWPC Plaque for litter bin		Bowerhill Sports Field	BF	2018	PP	75	75			75.00	
STREET FURNITURE	STREET FURNITURE	198	N	Fire Expire Litter Bin + Fixings		Hornchurch Rd Open Space, Bowerhill- Outside play area	BF	2018	PP	386	386			386.00	
STREET FURNITURE	STREET FURNITURE	199	N	MWPC Plaque for litter bin		Hornchurch Rd Open Space, Bowerhill	BF	2018	PP	19	19			19.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	200	N	Video door entry system and control Kit		Bowerhill Sports Pavilion Office	BH	2018	PP	350	350			350.00	

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OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	201	N	HP 250 G6 Intel Core i5 Laptop		Issued to Councillor Martin Franks- January 24	O	2018	PP	375	375			375.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	202	N	Office Desks x 4no		Melksham Campus Offices	O	2018	PP	472	472			472.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	203	N	Office Desk Cable trays x 4no		Melksham Campus Offices	O	2018	PP	196	196			196.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	204	N	Office Desk Privacy Wave Screens 1600mm x 2no		Bowerhill Sports Pavilion kit room	BH	2018	PP	308	308			308.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	205	N	Office Desk Privacy Wave Screens 800mm x 2no		Bowerhill Sports Pavilion kit room	BH	2018	PP	277	277			277.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	206	N	Whiteboard 1200mm x 1800mm		Bowerhill Sports Pavilion Office	O	2018	PP	61	61			61.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	207	N	Whiteboard 1200mm x 900mm		Bowerhill Sports Pavilion Office	O	2018	PP	44	44			44.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	208	N	Whiteboard 600mm x 900mm		Bowerhill Sports Pavilion Office	O	2018	PP	17	17			17.00	
STREET FURNITURE	STREET FURNITURE	209	N	Bowerhill Village Nameplate		A365 Devizes Road by Mallory Place	BH	2018	PP	293	293			293.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	210	N	Laptop backpack		Councillor Martin Franks house	O	2018	PP	23	23			23.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	211	N	3 no 8 way 2m surge tower extension sockets		Bowerhill Sports Pavilion Office	O	2018	PP	32	32			32.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	212	N	4no. Shaw Play Area signs A2		Shaw Play Area	S&W	2018	PP	115	115			115.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	213	N	2no. dogs on leads sign A2		Shaw Play Area	S&W	2018	PP	58	58			58.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	214	N	2no. dogs on leads sign A2		Bowerhill Sports Field	BH	2018	PP	58	58			58.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	215	N	8no. Bowerhill sports Field sign A2		Bowerhill Sports Field	BH	2018	PP	230	230			230.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	216	N	2no. Beanacre Play Area signs A2		Beanacre Play Area	BA	2018	PP	58	58			58.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	217	N	1no. Hornchurch Road Play Area signs A2		Beanacre Play Area	BH	2018	PP	29	29			29.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	218	N	3no. Berryfield Play Area signs A2		Beanacre Play Area	BF	2018	PP	86	86			86.00	
OUTSIDE EQUIPMENT	PLAY AREA EQUIPMENT	219	N	3no. Kestrel Court Play Area signs A2		Beanacre Play Area	BH	2018	PP	86	86			86.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	220	N	10no. Bowerhill Sports Field sign A3		Bowerhill Sports Field	BH	2018	PP	156	156			156.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	221	N	8no. EquipmentWarning sign A3		Parish		2018	PP	125	125			125.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	222	N	1no. Office sign A4		Bowerhill Sports Field	O	2018	PP	11	11			11.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	223	N	2no. No Dog Fouling sign A4		Allotments	A	2018	PP	22	11			11.00	

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OUTSIDE EQUIPMENT	STREET FURNITURE	224	N	6no. No Dog Fouling sign A4		Shurnhold Fields	SF	2018	PP	66	11			11.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	225	N	7no. not drinking water sign - small		Bowerhill Sports Field	BH	2018	PP	44	44			44.00	
MACHINERY/TOOLS	MOWERS & MACHINERY	226	N	Petrol Strimmer		Allotment Shed	A	2018	PP	100	100			100.00	
MACHINERY/TOOLS	MOWERS & MACHINERY	227	N	Petrol Leaf Blower		Allotment Shed	A	2018	PP	83	83			83.00	
MACHINERY/TOOLS	MOWERS & MACHINERY	228	N	Full Face Shield		Allotment Warden's Home Address	A	2018	PP	17	17			17.00	
OUTSIDE EQUIPMENT	MOWERS & MACHINERY	230	N	Spear & Jackson Mini Bypass Lopper		ROW Volunteer Home Address	V	2018	PP	15	15			15.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	229	N	Folding Sack Truck (for meetings)		Bowerhill Sports Pavilion Office	BH	2018	PP	21	21			21.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	231	N	Lenova Intel Core i5 Desktop PC		Bowerhill Sports Pavilion Office	O	2018		340	340			340.00	
STREET FURNITURE	STREET FURNITURE	232	N	Noticeboard		Village Hall (was relocated from the Bowerhill Sports Pavilion in Oct 22)	BH	2019			424			424.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	233	N	Laminator		Melksham Campus Meeting Room	O	2019	PP	25	25			25.00	
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	234	N	2no. Warning slippery surface sign		Bowerhill Sports Field	BH	2018	PP	15	15			15.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	235	N	1X 17" Fujitsu Siemens Monitor			O	2015			-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	236	N	1X 15" Dell Monitor			O				-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	237	N	16 x black stackable visitor chairs		Melksham Campus meeting room	O	2019	PP	480	480			480.00	
OUTSIDE EQUIPMENT	MOWERS & MACHINERY	238	N	Spear & Jackson Garden Pruning Saw		ROW Volunteer Home Address	V	2018	PP	12	12			12.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	239	N	Postal scales		Melksham Campus Meeting Room	O	2018	PP	20	20			20.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	240	N	Finlux 55" TV screen	Ebuyer	ITEMS DONATED TO BERRYFIELD VILLAGE HALL		2019	PP	283	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	241	N	Invision Large TV Screen Stand	Amazon	ITEMS DONATED TO BERRYFIELD VILLAGE HALL		2019	PP	108	-				
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	242	N	2no 24ftx8ft white 2.5mm goal nets		Bowerhill Sports Field	BH	2018	PP	42	42			42.00	
LAND	OTHER SURFACES	243	N/A	Public Open Space Land		"Shurnhold Fields" Land to the North of Dunch Lane	SF	2019	PP	1	1			1.00	

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OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	244	N	Fly 3 Mesh back stackable chairs x16	Officeright	Melksham Campus Meeting Room	O	2019	PP	2,205	2,205			2,205.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	245	N	Orthopaedica Chair- Office desk	Officeright	Melksham Campus offices	O	2019	PP	184	184			184.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	246	N	A Boards x4	Officeright	Melksham Community Campus office	BH	2019	PP	218	218			218.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	247	N	4X Chairs (with arms for visitors)	Officeright	Melksham Campus Meeting Room	O	2019	PP	224	224			224.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	248	N	Orthopaedica Chair- Finance desk	Officeright	Melksham Campus office	O	2019	PP	184	184			184.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	249	N	Goal posts- 11v11	Mark Harrod Ltd	Stored at JH Jones yard	BH	2019	PP	700	700			700.00	
STREET FURNITURE	STREET FURNITURE	250	N	Wooden Memorial bench	Supplier- Corido Bench model- Balmoral 6ft Teak Park Bench	Bowerhill Sports Field	BH	2019	PP	374	374			374.00	
PLAY AREA & PLAYING FIELDS EQUIPMENT/SAFETY SURFACING	STREET FURNITURE	251	N	X2 Dog sack dispensers- Shurnhold Fields	Glasdon	Shurnhold Fields	SF	2019	PP	278	278			278.00	
STREET FURNITURE	STREET FURNITURE	252	N	Outside seat (Incl furniture anchor kit)	TDP	A365 next to bus Bus Shelter	BA	2019	PP	336	336			336.00	
STREET FURNITURE	STREET FURNITURE	253	N	Outside seat (Incl furniture anchor kit)	TDP	Outside Bowerhill Village Hall	BH	2019	PP	336	336			336.00	
STREET FURNITURE	STREET FURNITURE	254	N	Outside seat (Incl furniture anchor kit)	TDP	Outside Dowding Way/ Kestrel Court, Bowerhill	BH	2019	PP	336	336			336.00	
STREET FURNITURE	STREET FURNITURE	255	N	Outside seat (Incl furniture anchor kit)	TDP	Next to adopted phone box Top Lane, Whitley	S&W	2019	PP	336	336			336.00	
STREET FURNITURE	STREET FURNITURE	256	N	Outside seat (Incl furniture anchor kit)	TDP	Opposite the Pear Tree Inn, at bus stop, Top Lane, Whitley	S&W	2019	PP	336	336			336.00	
STREET FURNITURE	STREET FURNITURE	257	N	Outside seat (Incl furniture anchor kit)	TDP	Berryfield Play Area		2019	PP	336	-				
STREET FURNITURE	STREET FURNITURE	258	N	Bin	Glasdon- Topsy Jubilee Firexpire	Shurnhold Fields- Dunch Lane entranceinside gate to left next to noticeboard	SH	2019	PP	355	355			355.00	
STREET FURNITURE	STREET FURNITURE	259	N	Bin	Glasdon- Topsy Jubilee Firexpire	Shurnhold Fields- Next to right of way	SH	2019	PP	355	355			355.00	
STREET FURNITURE	STREET FURNITURE	260	N	Bin	Glasdon- Topsy Jubilee Firexpire	Berryfield Play Area		2019	PP	355	-				
STREET FURNITURE	STREET FURNITURE	261	N	Noticeboard- Incl Powercoated posts	Arten Designs- Traditional noticeboard 405060	Shurnhold Fields	SH	2019	PP	699	699			699.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	262	N	Card Reader	IZETTLE	Melksham Campus office	O	2019	PP	29	29			29.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	263	N	Tablet	Amazon- Lenovo Tab E7	Melksham Campus office	O	2019	PP	41	41			41.00	
STREET FURNITURE	STREET FURNITURE	264	N	Picnic table- with soft ground anchor kit	TDP- Springback picnic table	Hornchurch Road public open space	BH	2019	pp	502	502			502.00	
STREET FURNITURE	STREET FURNITURE	265	N	Outside seat- Hard ground anchor kit	TDP-Dale 1.5m length	Shurnhold Fields	SH	2019	PP	356	356			356.00	
STREET FURNITURE	STREET FURNITURE	266	N	Outside seat- Hard ground anchor kit	TDP-Dale 1.5m length	Shurnhold Fields	SH	2019	PP	356	356			356.00	
STREET FURNITURE	STREET FURNITURE	267	N	Picnic table-with hard ground amchor	TDP-Dale 1.5m length	Shurnhold Fields	SH	2019	PP	463	463			463.00	
STREET FURNITURE	STREET FURNITURE	268	N	Picnic table-with hard ground amchor	TDP-Dale 1.5m length	Shurnhold Fields	SH	2019	PP	463	463			463.00	
STREET FURNITURE	STREET FURNITURE	269	N	Bin	Glasdon-Topsy Jubilee	Hornchurch Road Play Area	BH	2019	PP	355	355			355.00	
BUILDINGS	BRIANSFIELD SHED	270	N	Shed	Cleveland Sitesafe- Apex Toolsafe 128- 12'x8' or 3.66mx2.46m Height 2.34m or 7'	Briansfield Allotments car park	A	2019	PP	5,483	5,483			5,483.00	

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OUTSIDE EQUIPMENT	STREET FURNITURE	271	N	Speed Indicator device including a spare set of batteries	Solagen Model: SAS300 Mobile SID with slow down	Various locations around Parish and Atworth- Moved every 14 days		2020	PP	2,140	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	272	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number: PF2ASLR9	Councillor Alan Baines house	O	Jul-20	PP	360	360			360.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	273	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number: PF2ASLR10	Councillor David Pafford house	O	Jul-20	PP	360	360			360.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	274	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Councillor Robert Shea Simonds house	O	Jul-20	PP	360	360			360.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	275	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Councillor John Glovers House (Was originally at Cllr Coombes house but has now been wiped down and taken to Cllr Glover)	O	Jul-20	PP	360	360			360.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	276	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Clerks Laptop & docking station	O	Oct-20	PP	400	400			400.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	277	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number:	Parish Officer Laptop & docking station	O	Oct-20	PP	400	400			400.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	278	N	Laptop	Lenovo V15 AMD Ryzen 5- Serial Number: PF29BVEB	Finance & Amenities Officer Laptop & docking station	O	Oct-20	PP	400	400			400.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	279	N	Perspex screen 700x1600mm	Office right- for office desks (Landscape side)	Melksham Community Campus offices	O	Oct-20		288.00	288			288.00	
STREET FURNITURE	STREET FURNITURE	280	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Falcon Way Bowerhill- Near Magister Road	BH	Dec-20		370.00	370			370.00	
STREET FURNITURE	STREET FURNITURE	281	N	Bin	Glasdon- Topsy Jubilee Green Firexpire, UNIVERSAL LITTER BIN ADJUSTABLE CONCRETE-IN ANCHORS (x3)	Outside of Kestrel Court Play Area, Bowerhill	BH	Dec-20		372.00	372			372.00	
STREET FURNITURE	STREET FURNITURE	282	N	Bin	Green Firexpire, UNIVERSAL LITTER BIN ADJUSTABLE CONCRETE-IN ANCHORS (x3)	Shurnhold Fields	SH	Dec-20		372.00	372			372.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	283	N	Perspex screen 700x787mm with bracket	Office Right- for office desks (portrait side)	Melksham Campus offices	O			251.00	251			251.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	284	N	Wallmount hand sanitiser stations x7	Amazon	Bowerhill Sports Pavilion	BH			344.00	344			344.00	
STREET FURNITURE	STREET FURNITURE	285	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Falcon Way, Bowerhill (Near bus stop- Kingfisher Drive)	BH	Mar-21		381.00	381			381.00	
STREET FURNITURE	STREET FURNITURE	286	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Falcon Way, Bowerhill	BH	Mar-21		381.00	381			381.00	
STREET FURNITURE	STREET FURNITURE	287	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Canel side of BRAG Picnic area, Bowerhill	BH	Mar-21		381.00	381			381.00	
STREET FURNITURE	STREET FURNITURE	288	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Near top of Bridleway (Allotment end), Bowerhill	BH	Mar-21		381.00	381			381.00	
STREET FURNITURE	STREET FURNITURE	289	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Bridleway, Bowerhill (Mike Mills replacement)	BH	Mar-21		381.00	381			381.00	
STREET FURNITURE	STREET FURNITURE	290	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Hornchurch Road public open space	BH	Mar-21		381.00	381			381.00	
STREET FURNITURE	STREET FURNITURE	291	N	Outside seat with furniture anchor kit for hard ground	TDP Dale bench 1.5m in Brown	Hornchurch Road public open space	BH	Mar-21		381.00	381			381.00	

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STREET FURNITURE	STREET FURNITURE	292	N	Springback picnic table	TDP- 1.5m in brown	Currently at JH Jones		Mar-21		496.00	496			496.00	
STREET FURNITURE	STREET FURNITURE	293	N	Springback picnic table	TDP- 1.5m in brown	Currently at JH Jones		Mar-21		496.00	496			496.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	294	N	Basket Swing	Streetscape	Shaw Playing Field	S&W	May-21	PP	2965.00	2,965			2,965.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	295	N	Cone Climber	Streetscape	Shaw Playing Field	S&W	May-21	PP	4595.00	4,595			4,595.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	296	N	Warrior Pod 3	Streetscape (SDGPOD3)	Shaw Playing Field	S&W	May-21	PP	4240.00	4,240			4,240.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	PLAY AREA EQUIPMENT	297		Safamat Surfacing	Streetscape- 114m2	Shaw Playing Field	S&W	May-21	PP	5016.00	5,016			5,016.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	OFFICE CONTENTS	298	N	7x folding meeting tables - 1830x 685mm & 700mm high in Oak @ £108.26 each	GOPAK	DONATED TO BERRYFIELD VILLAGE HALL		May-21	PP	758.00	-				
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	299	N	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GBV2A	Councillor Terry Chivers House	O	May-21	PP	417.00	417			417.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	300	N	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GBDRQ	Councillor Richard Wood House	O	May-21	PP	417.00	417			417.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	301	N	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GBN57	Councillor Shona Holt House	O	May-21	PP	417.00	417			417.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	302	297	Laptop	Lenovo V15 AMD Ryzen 5 Laptop- Serial Number: PF2GC1HF	Handed back to the office by Councillor Mary Pile - 25.10.22 and re- issued to Councillor Peter Richardson	O	May-21	PP	417.00	417			417.00	
STREET FURNITURE	STREET FURNITURE	303	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Littleworth Lane, Whitley (To replace missing WC Bin	S&W	Jun-21	PP	391.00	391			391.00	
STREET FURNITURE	STREET FURNITURE	304	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Holbrook Vale, Berryfield (To replace missing WC Bin	BF	Jun-21	PP	391.00	391			391.00	
STREET FURNITURE	STREET FURNITURE	305	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Semington Road at bus stop outside of police station (To replace missing WC Bin	BF	Jun-21	PP	391.00	391			391.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	306	N	Laptop	Lenovo V15 Intel Core i5 Laptop- Serial Number- PF1VD088K	Councillor Andy Russell house- RETURNED BACK TO OFFICE 22/04/2024 AND GIVEN TO CLIVE TO WIPEDOWN	O	Aug-21	PP	445.00	445			445.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	307	N	Laptop	Lenovo V15 Intel Core i5 Laptop- Serial Number	Councillor John Doel House	O	Aug-21	PP	445.00	445			445.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	308	N	Laptop	Lenovo V15 Intel Core i5 Laptop- Serial Number:PF1V0BRQ	Councillor Rob Hoyle House- 10/01/2024 returned back to office and issued to Nathan Keates	O	Aug-21	PP	445.00	445			445.00	
STREET FURNITURE	STREET FURNITURE	309	N	Interpretation Panel- Lectern Frame (Entrance board)	Shelly Signs- PO20210012	Shumhold Fields (entrance board)	SH	Aug-21	PP	720.00	720			720.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	310	N	Speed Indicator device including a spare set of batteries	Solagen Model: SAS300 Mobile SID with slow down	Various locations around Parish- Moved every 14 days	V	Oct-21	PP	2000.00	2,000			2,000.00	July 2023 V3402- Device taken back to solagen so that software could be reprogrammed in line with Wiltshire Councils policy. As at 31st March 24 Device at parish council office

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OUTSIDE EQUIPMENT	STREET FURNITURE	311	N	Drinking Water Station	MIW Water Cooler Experts- HALSEY TAYLOR 4405BF - ENDURA II TUBULAR OUTDOOR BOTTLE FILLING STATION 4405BF Wall Mounted Bottle Filler (Blue), with push activation system and frost pack	Bowerhill Sports Field	BH	Oct-21	PP	3088.00	3,088			3,088.00	
STREET FURNITURE	STREET FURNITURE	312	N	Bin	Supplier: Glasdon Glasdon Jubilee recycled black c/w 240L Wheeled bin with firesafe	Bowerhill Sports Field	BH	Nov-21	PP	695.00	695			695.00	
LAND	OTHER SURFACES	313	N	Berryfield Village Hall- Land for new hall		Berryfield	BF		PP	1.00	1			1.00	
STREET FURNITURE	STREET FURNITURE	314	N	Interpretation panel- Lectern Frame (Orchard Board)	Shelly Signs- PO20210012- A2 Panel c/w recycled plastic	Shurnhold Fields (Orchard Board)	SH	Dec-21	PP	715.00	715			715.00	
STREET FURNITURE	STREET FURNITURE	315	N	Bench	TDP- Dale bench 1.5m in Brown & Furniture anchor for hard ground	Sandridge Hill (Top of Sandridge Lane- Opposite bus shelter and near turning to Bromham)	E	Jan-22	PP	396	396			396.00	
STREET FURNITURE	STREET FURNITURE	316	N	Bench	TDP- Dale bench 1.5m in Brown & Furniture anchor for hard ground	Beanacre Play Area	BA	Jan-22	PP	396	396			396.00	
STREET FURNITURE	STREET FURNITURE	317	N	Bench	TDP- Dale bench 1.5m in Brown & Furniture anchor for hard ground	Beanacre Play Area	BA	Jan-22	PP	396	396			396.00	
STREET FURNITURE	STREET FURNITURE	318	N	Noticeboard with Powercoated posts- Pathfinder Place	Arien Designs- Traditional noticeboard 405060- RAL 6005	Pathfinder Place	BH	Mar-22	PP	820	820			820.00	
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFERY SURFACING	OTHER SURFACES	319	N	Tarmac path to one side of Hornchurch Road Public Open Space	E D & W BODMAN LTD	Hornchurch Road public open space	BH			22,493	22,493			22,493.00	
BUILDINGS	BUILDINGS	320	N	New Berryfield Village Hall	Village Hall constructed by Rigg Construction.	Berryfield- Bowood View estate	BF			781,267	781,267			781,267.00	This asset figure is the final amount as per the final certificate issued 10th November 2023
STREET FURNITURE	STREET FURNITURE	321	N	Noticeboard with Powercoated posts	Arien Design -Tradition Noticeboard with MWPC header	Adjacent to Pilot pub on grassed area car park side	BH	Apr-22	PP	812	812			812.00	
STREET FURNITURE	STREET FURNITURE	322	N	Noticeboard	Arien Design -Tradition Noticeboard with MWPC header	Replacement for outside Shaw Village Hall (This is replacing asset 158)	S&W	Apr-22	PP	517	517			517.00	
STREET FURNITURE	STREET FURNITURE	323	N	Topsy Jubilee Bin (Green) with adjustable concrete in anchors x3 and MWPC Plaque	Glasdon	Replacement bin for WC burnt out bin at Hornchurch Road public open space	BH	Apr-22	PP	410	410			410.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	324	N	Jabra PanaCast 50 Video conference bar and remote controller	Best4Systems	Melksham Community Campus Meeting Room	O	Jul-22	PP	840	840			840.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	325	N	TV Screen 75inch	John Lewis- Samsung (UE75AU7100) (2021) HDR 4K Ultra HD Smart TV 75 inch with TVPlus Black	Melksham Community Campus Meeting Room	O	Jul-22	PP	916	916			916.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	326	N	TV Screen 75inch	John Lewis- Samsung (UE75AU7100) (2021) HDR 4K Ultra HD Smart TV 75 inch with TVPlus Black	Melksham Community Campus Meeting Room	O	Jul-22	PP	916	916			916.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	327	N	Dishwasher	John Lewis- Beko (DVN04X20W) Freestanding (White)	Melksham Community Campus Meeting Room	O	Jul-22	PP	208	208			208.00	

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2/3 years. GOOD- Unlikely to need attention in next 5 years
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	328	N	Under Counter Fridge	John Lewis- Bosch serie 2 (KTL15NWFAG) under counter with ice box (White)	Melksham Community Campus Meeting Room	O	Jul-22	PP	274	274			274.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	329	N	Video Doorbell Intercom	Ubiquiti UVC-G4-Doorbell UNFI Protect WiFi 5 Video Doorbell-5MP Camera, night vision & audio	Melksham Community Campus Outside Lobby	O	Jul-22	PP	169	169			169.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	330	N	Office phone- Parish Officer desk	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Office	O	Jul-22	PP	100	100			100.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	331	N	Office phone- Clerk desk	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Office	O	Jul-22	PP	100	100			100.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	332	N	Office phone- Finance & Amenities Officer desk	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Office	O	Jul-22	PP	100	100			100.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	333	N	Office phone-Meeting room	Best4Systems- Yealink MP54 IP Phone Team edition	Melksham Community Campus Meeting Room	O	Jul-22	PP	100	100			100.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	334	N	Speed Indicator Device	Elan City- Evolis Radar Speed Sign with 4x batteries. (Serial number: S-00-418-401#22/17-0103)	Various locations around Parish- Moved every 14 days	V	Aug-22	PP	2,296	2,296			2,296.00	
STREET FURNITURE	STREET FURNITURE	335	N	Noticeboard	Arien Design- A1 Green noticeboard wall mounted (405060) with MWPC Board	New Berryfield Village Hall MWPC Board	BF	Aug-22	PP	627	627			627.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	336	N	Filing Cabinet x2	Office Right- Bisley 5 Drawer- White	Bowerhill Sports Pavilion-Kit room	BH	Aug-22	PP	170	170			170.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	337	N	Filing Cabinet- x1	Office Right- Bisley 5 Drawer- Silver	Melksham Community Campus Meeting Room	O	Aug-22	PP	85	85			85.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	338	N	UniFi UDM Pro (Router)	Custodes Ltd	Melksham Community Campus Meeting Room-Comms room	O	Aug-22	PP	100	100			100.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	339	N	Unifi 16W PoE Switch	Custodes Ltd	Melksham Community Campus Meeting Room	O	Aug-22	PP	145	145			145.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	340	N	Unifi Access Points x2	Custodes Ltd	Melksham Community Campus Meeting Room-Comms room	O	Aug-22	PP	20	20			20.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	341	N	Unifi G4 Dome (CCTV Camera)	Custodes Ltd	Melksham Community Campus Meeting Room	O	Aug-22	PP	1	1			1.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	342	N	Dell Micro 3000 PC	Custodes Ltd	Melksham Community Campus Meeting Room-Behind TV on the wall (TV on left hand side as you walk into the room)	O	Aug-22	PP	1	1			1.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	343	N	Zoll AED 3 Semi Auto Defibrillator with Sentry Stainless Steel Cabinet	Community Heartbeat Trust- Zoll AED 3 Semi Auto	Berryfield Village Hall (Telford Drive)	BF	Sep-22	PP	2,515	2,515			2,515.00	

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2/3 years. GOOD- Unlikely to need attention in next 5 years
STREET FURNITURE	STREET FURNITURE	344	N	Bin	Glasdon- Topsy Jubilee Fire expire bin with adjustable concrete anchors and MWPC Plaque- Replacement Wiltshire Council bin	At bus stop on Bath Road, Shaw opposite Shaw dog kennels 	S&W	Sep-22	PP	409	409			409.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	345	N	4x Whiteboards 900x1200mm	Office Right- Cathedral Magnetic Aluminium Frame	Campus Office	O	Sep-22	PP	158	158			158.00	
STREET FURNITURE	STREET FURNITURE		N	Noticeboard (Blue)- DONATED TO BERRYFIELD VILLAGE HALL COMMITTEE TRUST	Arian Design	Berryfield Village Hall (Telford Drive)- Management Trust Board	BF			562	-				
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	346	N	Boot Wash Cleaner	JH Jones	Bowerhill Sports Field	BF	Oct-22	PP	380	380			380.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	347	N	1X Magnetic drywipe board	Office Right	Melksham Community Campus Meeting Room	O	Nov-22	PP	57	57			57.00	
ARTWORK	ARTWORK	348	N	Berryfield Village Hall Public Art Exterior	Kerry Lemon	Berryfield Village Hall	BF	Dec-22		548	548			548.00	
ARTWORK	ARTWORK	349	N	Berryfield Village Hall Public Art Interior	Kerry Lemon	Berryfield Village Hall	BF			217	217			217.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	350	N	Whiteboard 1200x900mm	Office Right	Melksham Community Campus Office	O	Aug-22	PP	20	20			20.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	351	N	Nobo Essence Whiteboard 900x600mm	Office Right	Melksham Community Campus Office	O	Aug-22	PP	20	20			20.00	
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	352	N	4x Pop up 4 way power & Data pods for meeting table	Office Right	Melksham Community Meeting room	O	Aug-22	PP	320	320			320.00	
STREET FURNITURE	STREET FURNITURE	353	N	Pathfinder Place public art noticeboard Frame (Frame and legs)		In LAP in Pathfinder Place development	BH			3,000	3,000			3,000.00	
STREET FURNITURE	STREET FURNITURE	354	N	Bench 1 from Wiltshire Council for Wildflower areas		Currently at JH Jones		Jan-23		1	1			1.00	
STREET FURNITURE	STREET FURNITURE	355	N	Bench 2 from Wiltshire Council for Wildflower areas		Currently at JH Jones		Jan-23		1	1			1.00	
STREET FURNITURE	STREET FURNITURE	356	N	Noticeboard	Arian Design	Opposite Shaw School	S&W	Mar-23		1	1			1.00	
STREET FURNITURE	STREET FURNITURE	357	N	Noticeboard posts	Arian Design	In Allotment shed				1	1			1.00	

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2-3 years. GOOD- Unlikely to need attention in next 5 years
STREET FURNITURE	STREET FURNITURE	358	N	Pathfinder Way public art		On highway verge on the side of Pathfinder Place	BH			1	1			1.00	
GENERAL CONTENTS	GENERAL CONTENTS	359	N	CCTV System	Kanconnections	Bowerhill Sports Pavilion	BH	Jul-22		2,300	2,300			2,300.00	
PLAY AREA EQUIPMENT	PLAY AREA EQUIPMENT	360	N	Whitworth Play Area	Adoption from Bellway Homes	Berryfield (Bowood View hosing estate)	BF	18th April 2023		1			1	1.00	
OUTSIDE EQUIPMENT	STREET FURNITURE	361	N	Zoll AED 3 Semi Auto Defibrillator with Sentry Stainless Steel Cabinet	Community Heartbeat Trust- Zoll AED 3 Semi Auto	Pathfinder Way Bowerhill (on yellow post by bus stop)	BH	Jun-23		2,294			2,294	2,294.00	Have emailed insurers 20.10.23 to ask them to add to insurance schedule
STREET FURNITURE	STREET FURNITURE	362	N	Officer information board art panel sign	Shelly Signs	Pathfinder Place public open space (This is the panel installed inside of the frame)	BH	Jul-23		715			715	715.00	V3442- Have emailed insurers 20.10.23 to ask the to add to insurance schedule
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	363	N	1x set of Europa Portable self weighted 11 aside goal posts (24ftx8ft) including cross brace purchased seperatly	Live4Soccer (PMF Products Ltd)	Bowerhill Sports Field	BH	Jul-23		2,371			2,371	2,371.00	V3457 July 2023 V3544 for cross brace purchased seperatly at £75- Have emailed insurers 20.10.23 to ask the to add to insurance schedule- Have added to insurance schedule Oct 23
PLAY AREA & PLAYING FIELD EQUIPMENT/SAFETY SURFACING	SPORTS EQUIPMENT	364	N	1x set of Europa Portable self weighted 11 aside goal posts (24ftx8ft) including cross brace purchased seperatly	Live4Soccer (PMF Products Ltd)	Bowerhill Sports Field	BH	Jul-23		2,371			2,371	2,371.00	V3457 July 2023 V3544 for cross brace purchased seperatly at £75 Have emailed insurers 20.10.23 to ask the to add to insurance schedule- Have added to insurance schedule Oct 23
STREET FURNITURE	STREET FURNITURE	365	N	Memorial Bench	TDP- Dale bench 1.5m in Brown & Furniture anchor for hard ground (installed on concrete plinth)- Includes memorial plaque (Please see seperate memorial bench spreadsheet saved in 'asset' folder for details of donor)	BRAG Picnic area by canal, Bowerhill	BH	Sep-23		442			442	442.00	V3491- September 2023
STREET FURNITURE	STREET FURNITURE	366	N	Picnic Table	TDP- Springback picnic table- 1.5m length in Brown with furniture anchor kit for hard ground	Kestrel Court Play Area	BH	Nov-23		532			532	532.00	V3630- November 2023
OFFICE FURNITURE/EQUIPMENT/CONTENTS	GENERAL CONTENTS	367	N	Photocopier	Agilico- Canon imageRUNNER ADVANCE C3530i III MFP	Melksham Community Campus Office	O	Dec-23		1,952			1,952	1,952.00	
STREET FURNITURE	STREET FURNITURE	368	N	Bus Shelter	Ace Shelters	Beanacre, Melksham, SN12 7PT- Located on A350 Beanacre on the left-hand side coming out of Melksham close to the Westlands Lane turning	BA	Mar-24		3,575			3,575	3,575.00	

Category	Insurance category	Item Number	Asbestos? Y/N	Item	Supplier	Location	Area	Date Acquired	Method of valuation	Purchase Price	VALUE @ 31/03/23	DISPOSALS 2023/24	ACQUISITIONS 2023/24	Value @ 31/03/24	CONDITION- Asset Review by staff- XXXXX POOR- Needs attention in next year, SATISFACTORY- May need attention in next 2-3 years. GOOD- Unlikely to need attention in next 5 years
MACHINERY/TOOLS	MACHINERY/TOOLS	369	N	Hedge Trimmer	Argos- Mcgregor hedge trimmer	Allotment Warden's Home Address	A	Jun-23		37			37	37.00	
STREET FURNITURE	STREET FURNITURE	370	N	Bin	Glasdon- Topsy Jubilee Fire expire bin with adjustable concrete anchors a Replacement Wiltshire Council bin	Westlands Lane, Beanacre in layby	BA	Feb-24		359			359	359.00	
OUTSIDE EQUIPMENT	OUTSIDE EQUIPMENT	371	N	Patio Slabs		Briansfield Allotment car park behind the shed	BF	Apr-24		1			1	1.00	These do not need to be insured but has been added to the register as we have around c90 slabs
TOTAL										£1,153,514.86	£1,150,955.00	-£3,092.00	£14,650.00	£1,162,513.00	

MINUTES of the Finance Committee of Melksham Without Parish Council held on Monday 8th January 2024 at Melksham Without Parish Council Offices, Melksham Community Campus (First Floor), Market Place, Melksham, SN12 6ES at 7.00pm

It was noted that due to changes being made to the Budget Working spreadsheets during the meeting that officers would need to double check the figures and spreadsheet formula calculations to ensure that totals were correct. Any figures that were changed as a result of this double checking are therefore highlighted green, and the correct figures captured in these minutes so that they correlate with the Budget working papers, and Precept calculations for the Full Council to approve on Monday 22nd January.

Present: Councillors John Glover (Chair of Council & Committee), David Pafford (Vice Chair of Council), Alan Baines, Richard Wood, Councillor Shea-Simonds (Committee Vice-Chair) and Councillor Holt and John Doel.

Officers: Teresa Strange (Clerk), Marianne Rossi (Finance & Amenities Officer) and Lorraine McRandle (Parish Officer).

Housekeeping: Councillor Glover welcomed all to the meeting. As this was the first meeting Councillor Keates had attended Councillor Glover provided him with the housekeeping message to read. All other members at the meeting had regularly attended meetings so did not need this procedure to be read out. Everyone present was aware that the meeting was being recorded and would be published on YouTube following the meeting and deleted once the minutes were approved.

334/23 Apologies:

None.

It was noted that all members of the Finance Committee were present at the meeting.

335/23 Declarations of Interest

Councillor Holt declared an interest as Chair of the Berryfield Village Hall Trust in all items relating to Berryfield Village Hall. Councillor Wood also declared an interest in all items related to Berryfield Village Hall as a member of the Trust.

The Clerk declared an interest on behalf of all staff as the budget takes into account recommendations of the Staffing Committee that are yet to be approved by the Full Council. If members wished to discuss individual salaries, staff members would need to leave the meeting while this was being discussed.

336/23 Dispensation Requests for this Meeting

None.

337/23 To note that Councillors living in the Parish have a dispensation for Precept setting.

It was noted that those Councillors living in the parish had a previously approved dispensation for setting the precept for the current Council Term, 2021-25 (Min 09/21b Annual Council 17th May 21).

338/23 To consider holding items in Closed Session due to confidential nature:

The Clerk advised that the budget spreadsheet (agenda item 11) included staff salaries, which had been blanked out to enable the spreadsheet to be viewed on the screen and recorded for YouTube in the public domain. If members wished to discuss individual salaries, this would need to go into closed session. It was noted that the councillors had been provided with a separate paper copy, which did include the staff salaries and was reminded that this was confidential.

It was felt that agenda item 13 (Risk Register) would need to be discussed in closed session because it exposed any council weaknesses.

Resolved: Item 13 is to be held in closed session for the reasons provided above.

339/23 Public Participation:

There was one member of the public at the meeting via Zoom who did not wish to speak and was there as an observer. Councillor Keates was present at the meeting; however, was not a member of the Finance Committee so was at the meeting as an observer.

340/23 Minutes of Finance Committee 9th January 2023 (annotated with 2022/23 year end figures)

Members noted the minutes of the budget meeting on 9th January 2023 as background information before budget setting.

341/23 To note repayments made to date, amount outstanding to the Public Works Loan Board and the funds available for repayment. To consider repaying outstanding amount in this financial year if option available

As background information, the parish council took out a public works loan in 2021 to aid cash flow for building Berryfield Village Hall while waiting for income from the section 106 agreement for the hall and CIL (Community Infrastructure Levy) that the council had agreed to be used for the building of the hall. The loan amount taken out was £495,000 over five years, with a total of £17,015.65 in interest being paid back over the loan term. Upon taking out the loan, the Public Works Loan Board charged a fee of £173.25, which was taken out of the principal amount agreed before the money was transferred to the parish council. This means that the actual amount transferred to the council was £494,826.75. For clarity, the total amount for the parish council to pay back for the loan, including interest, is £511,842.40. It was noted that the loan repayment date for the final amount to be paid as per the payment schedule was September 2026.

At the end of the 2022/23 financial year (31st March 2023) the council had £346,500 outstanding to pay back on the public works loan, plus any interest payments. To date in

the 2023/24 financial year, £49,500 had been paid back plus interest, and there was another repayment of £49,500 plus interest due to be paid in March 2024. When the Clerk had looked at the Berryfield Village Hall reserve, against how much is left to pay back the loan, the council had enough funds to pay this off completely now with some surplus left over. This is because some CIL funding from the Buckley Gardens development was due to be received in January 2024. While the council did have some visibility of when the CIL for the Buckley Garden development would be received, due to a planning condition set that the development must start on site within a year of its approval, the true amount of CIL receipts was estimated based on the amount received on similar size developments. Officers now have more visibility on the amount due to the parish council from this development, which was £274,423.88 (25% CIL due to an approved Neighbourhood Plan); however, 2/5 of this will go into the 10% sharing pot with Melksham Town Council for joint projects. The parish council's 3/5 share of the first tranche due in January 2024 will be £49,396.30, which gives a total reserve at year end of £275,488.12.

The Clerk advised that she had contacted the Public Works Loan Board (PWLB) to query whether there was an opportunity for the parish council to pay back the loan early and, if so, whether there was any benefit or penalty to doing this. The PWLB had come back to say that it was dependent on interest rates, meaning that it was the difference between the interest rate at the time of taking out the loan and the interest rates now, which are checked twice per day. As an example, the Clerk had contacted the PWLB earlier in the day to obtain an estimate of how much would be required to be paid back if the council were to do it now, and it gave a circa £11k discount on the interest. If the committee were minded to recommend to the Full Council to pay back the loan early, the estimate would need to be checked again on the day of the Full Council meeting to ensure that the interest hadn't changed dramatically in the wrong direction. The parish council's bank account only allows up to £150k per day to be paid back to a payee; therefore, this would have to be done in two payments. Officers had contacted the PWLB to ask how this would work, and they confirmed that they always gave the day that the request was made plus two days thereafter. For clarity, if the estimate was requested on Monday before the Full Council meeting in the evening, the council would have until Wednesday to pay the full amount which it would be able to do in two payments, on Tuesday and Wednesday.

The Clerk confirmed that the loan must be used for the purpose it was applied for; and therefore was not able to be used for any other project. After a detailed discussion members agreed in principle to pay back the loan subject to officers checking the council's position on this on the day of the Full Council meeting.

Recommendation: The council pay off the full public works loan (c£287,000) in January 2024 subject to officers checking the council's position on the day of the Full Council meeting. The draft Budget to be updated to reflect this, ready for the Full Council meeting.

342/23 Community Infrastructure Levy (CIL):

- a) To note factsheet from Wiltshire Council on when CIL receipts will be paid to town and parish councils and what it can be spent on.

Members noted the factsheet from Wiltshire Council on what CIL can be spent on and when CIL receipts will be paid to town and parish councils. The Clerk explained that Wiltshire Council's policy on CIL receipts has been factored into the budget.

- b) To note CIL income received in 2023/24 and agree potential CIL income figure to include for 2024/25.

Members were reminded that as there was a joint Melksham Neighbourhood Plan, the council received 25% of CIL for developments in the parish; however, 10% of this is allocated into a sharing pot with Melksham Town Council for joint projects agreed by both parties. This is clearly shown as a separate column on the CIL spreadsheet.

In May 2023 the council received £1,200.78 for an erection of a dwelling on land adjacent to 1 Eden Grove in Whitley. The parish council's share of the funding was £720.47 with £480.31 being allocated into the CIL 10% sharing pot.

At the time of budget setting last year, the council had some visibility of CIL coming in for land at Semington Road, now known as Buckley Gardens in this financial year. This was because the development had to start on site within a year of the reserved matters decision. The CIL had been estimated based on similar size developments in the parish as the application was not at the reserve matters stage at the time; therefore, the accurate amount of CIL due could not be calculated by Wiltshire Council. The CIL for this development has now been calculated and Wiltshire Council has confirmed that the first tranche is due to be paid to the parish council in January 2024. As per Wiltshire Council's CIL payment policy, 30% of CIL is payable within 60 days of commencement of the development. It was noted that the CIL for this development will be received in three tranches as detailed in Wiltshire Council's policy. The total amount due in January 2024 for the first tranche of CIL is £82,327.16 with the parish council's share being £49,396.30 and £32,930.87 being allocated into the sharing pot.

The council received notification from Wiltshire Council on 4th January that they would be receiving some CIL for the demolition of 63 Shaw Hill and replacement with three detached four-bedroom homes (19/00221/FUL). The CIL set to be received in January 2024 for this small development was £900. Although members were made aware of this income, it had not been included in the spreadsheet that was reviewed at the meeting; however, it was agreed that officers would include this in the spreadsheet to show the true expected income for this year.

POST MEETING NOTE: Following this meeting, officers calculated the CIL for the above small development, and noted that this was only 15% of CIL, not 25%. This was queried with Wiltshire Council who have come back to say that this should have been payable at 25%, and the outstanding amount due would be paid in February 2024. This means that the parish council's share will be £900 and £600 will be allocated to the sharing pot, which gives a total of £1,500 payable for this development.

✓ NB: Was not paid until April '24 but accounted for in 23/24.

CIL income anticipated to year end 2023/24 (parish councils 15%)

Land adjacent 1 Eden Grove, Whitley, SN12 8QJ (PL/2023/00625)	£ 720.47*	✓
Land at Semington Road known as Buckley Gardens (PL/2022/02749)	£49,396.30	✓
63 Shaw Hill, Shaw (19/00221/FUL)	£ 900.00	✓
	£51,016.77	✓

CIL income anticipated to year end 2023/24 for 10% Sharing pot

Land adjacent 1 Eden Grove, Whitley, SN12 8QJ (PL/2023/00625)	£ 480.31*	✓
Land at Semington Road known as Buckley Gardens (PL/2022/02749)	£32,930.87	✓
63 Shaw Hill, Shaw (19/00221/FUL)	£ 600.00	✓
	£34,011.18	✓

Total amount of CIL Income expected to year end 2023/24 **£85,027.95** ✓

*Is income that has already been received in this financial year.

The rest of the income detailed above is anticipated based on the fact that the council will receive it in the early part of 2024; therefore, in the current financial year.

There are a few small developments in the parish that have planning permission and are CIL payable; however, they are yet to start on site. The parish council has already set a principle that if it cannot be foreseen when the CIL will be payable to the council, the income will not be shown in the CIL spreadsheet until more viability can be ascertained. As such, the following developments have not been included in the budgeted figures for this year or next:

(21/01765/FUL) The Barn and Store at Upper Beanacre Farmyard- Replacement of barn & store with 2 chalet bungalows	£2,578.19
(PL/2021/07622) 486A Semington Road- New Dwelling	£1,584.95
(PL/2022/08848) Barns South of Upper Beanacre Farmyard, Beanacre, SN12 7PZ- Replacement of barn and store with 2 no. chalets bungalows	£ 826.06
(PL/2022/06187) Land East of Forest Lane, Lacock, SN15 2PN- Full planning application for an agricultural worker's dwelling	£3,304.23
(PL/2023/06990) 26 Shaw Hill, Shaw, Melksham, SN12 8EU- Proposed erection of three-bedroom dwelling with associated works, to land next to 26 Shaw Hill, Shaw, Wiltshire.	£3,041.40

The small developments detailed above are liable to pay 25% of CIL to the council; therefore, 2/5 (10% of overall CIL paid to Wiltshire Council) of the figures above will be allocated into the CIL sharing pot once the income has been received.

In the 2024/25 financial year it is anticipated that the parish council will receive the second tranche of the CIL funds for the Buckley Garden development (Land at Semington Road). The total amount of CIL expected in the 2024/25 financial year for this development is £96,048.35.

<u>CIL income estimated to year end 2024/25 (parish council's 15% share)</u>	
Land at Semington Road known as Buckley Gardens (PL/2022/02749)	<u>£57,629.01</u> £57,629.01

<u>CIL income anticipated to year end 2024/25 for 10% Sharing pot</u>	
Land at Semington Road known as Buckley Gardens (PL/2022/02749)	<u>£38,419.34</u> £38,419.34

Total amount of CIL Income expected to year end 2024/25	£96,048.35
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The Clerk highlighted to members that the agreement for the 10% CIL sharing pot was a reciprocal one between the parish and town council. While the parish council had a separate reserve for the 10% share of the CIL, it didn't appear that Melksham Town Council had the same arrangements in their accounting records. The Clerk advised that she had briefly looked at the town council's finance committee agenda pack that had recently been published and noted that whilst the town council had a CIL reserve, there was not any other reserve listed for the 10% share of CIL. This would suggest that the CIL has been put into one reserve and not split out as per the agreement in place. Members expressed concern about this, as this may mean that the town council unknowingly spend CIL income that should have been allocated to the 10% sharing pot for joint projects as agreed by both councils. Equally, CIL must be spent within five years of it being received; otherwise, it has to be returned to Wiltshire Council, so all parties need to be aware of how much CIL is available for joint projects so that its expenditure can be planned accordingly.

Similarly, for the Shurnhold Fields car park improvement project there did not seem to be a specific reserve earmarked for this project. Both the town and parish council are to pay 50% towards this project and the town council had recently confirmed that they had funds in place for this project.

The Clerk confirmed that the money transferred to the town council for the East of Melksham Development was held in a separate reserve. There was also a query about whether any interest accrued on money held for joint projects was put back into the project funds. The Clerk advised that this had been a query that had come up at the Shurnhold Fields meeting regarding the S106 maintenance contribution that the parish council were holding in reserves. While this was quite difficult to calculate due to the council putting money away for different terms etc, this was something that could be investigated. The Clerk did suggest to the town council that if the parish council was to feed interest received back into the Shurnhold Fields maintenance reserve, the parish council would expect this to be reciprocated for funds they held for joint projects.

There were concerns raised that the East of Melksham Community Centre project did not appear to be moving forward at this time, and as discussed above, CIL had to be paid back if it was not used within a certain timeframe. Members reviewed the legal agreement on the CIL transferred to Melksham Town Council for the specific use of the East of Melksham Community Centre. Upon looking at the agreement, it was noted that if the parish council requested the money back as the project had not progressed within 3 years, it would be plus any interest accrued from the c£315k that was transferred to the town council. This means that any interest that has been accrued on this money must be

put back into the pot for the project. The Clerk advised that looking at the town council's current reserve list, it did not appear that any interest was being put back into the reserve for this project.

Recommendation 1: To request a meeting with Melksham Town Council to discuss the use of the CIL sharing pot for joint projects.

Recommendation 2: To make the town council aware that, as per the legal agreement in place for the money transferred over to the East of Melksham Community Centre, interest accrued from these funds should be allocated back into this project reserve in the event that the parish council requests that the fund be transferred back to them.

Recommendation 3: Officers investigate allocating interest accrued on money held by the parish council for joint projects with the town council.

c) To note parish council's agreed uses of CIL and to consider more project specific spend for current and next financial year

It was noted that all of the expenditure included in the CIL spreadsheet were based on principles that the council had already set for the CIL spend. Unlike funding such as s106 where the money has to be spent within the development, CIL monies do not need to be spent in the area of the development it came from. As CIL was a finite amount and had to be spent within 5 years of receipt it is much better for it to be used on one off capital items rather than for ongoing maintenance which solar farm funding was more suited to as had longevity.

For the 2023/24 financial year, it is expected that for LHFIG schemes (Local Highway and Footway Improvement group) £4,581 will be spent. This is for the A350 Beanacre weight limit of £500, Bowerhill dropped kerbs £3,226.37 and Bowerhill Portal Road gate £855.40. For the next financial year, £10,300 has been anticipated to be spent on LHFIG schemes. Members were presented with a list of requests at the meeting and agreed to put provisions in the budget for the following: waiting restriction requests on various roads, A350 gateway and resurfacing/ road markings Berryfield Lane. The requests will go on the Highways agenda next week for the council to consider the schemes further.

In the 2024/25 financial year it is expected that the Shurnhold Fields car park and entrance improvement project will take shape. Although most of the spending for the project is coming out of the Shurnhold Fields capital reserve, £2,500 has been shown as coming from CIL.

A few years ago, the council purchased a drinking water fountain for the Bowerhill Sports Field which came from CIL; however, there had been some issues with the installation of the fountain so it was unable to be installed at that time. Following many obstacles to it being installed, in this financial year the council was able to arrange for it to be installed in December. The cost of the installation was £875 which has been shown as being spent from CIL. Although the spend for the installation was not directly a capital item as per the above principles set by the parish council, it has always been the intention of the parish council for the installation of the fountain to come from CIL.

Wiltshire Council have a policy of not replacing any of their destroyed or damaged bins; therefore, the parish council have agreed that they will replace bins on request as long as they can still be emptied on Wiltshire Council's bin emptying schedule. In the current financial year, £1,000 is being shown as being spent from CIL for the replacement of Wiltshire Council bins.

Following consultation with the residents and other users of Bowerhill Sports Field, the parish council are looking at putting some gym and calisthenics equipment on the field and will be applying to Suez for some grant funding. The budget cost following an estimate obtained in mid 2023 has been uplifted to reflect inflation, and a grant application is expected to be for some £19,375 for 50%. The 50% match funding has been shown as coming from CIL rather than Precept as part of the post meeting double check of the spreadsheet calculations.

Recommendation 1: The parish council revise their original budgeted spend from CIL (Community Infrastructure Levy) for 2023/24 to be as follows:

	2023/24 Budget Provision (agreed Jan 2023)	2023/24 anticipated expenditure (up to 31.03.24)
Contribution to LHFIF schemes	£10,000	£4,581 x £4,460.36
Shurnhold Fields Capital project	£ 3,500	£ 0 ✓
Replacement of Wiltshire Council bins	£ 2,000	£1,000 x £ 358.81
Drinking Water Fountain Installation	£ 0	£ 875 ✓
	<u>£15.500</u>	<u>£6.456x £5,694.17</u>

Recommendation 2: The parish council spend from CIL (Community Infrastructure Levy) for 2024/25 to be as follows:

	2024/25 Budgeted Expenditure
Contribution to LHFIF schemes	£10,300
Shurnhold Fields Capital project	£ 2,500
Bowerhill Sports Field enhancement	£20,000
	<u>£32,800</u>

The balance of CIL funds at the end of each financial year is put into a Reserve as the funds are restricted to funding community infrastructure only and to aid tracking the expenditure, which has to be annually reported to Wiltshire Council. Transfers from the CIL Reserve have been made to other earmarked Reserves, as detailed below.

Total in CIL reserve at end of 2022/23	£ 26,571.51 ✓
Expected CIL income for 2023/24	£ 85,027.95 ✓
TOTAL	£111,599.46 ✓
Anticipated Expenditure from CIL for 2023/24	£ 6,456.00 x £5,694.17

<u>Transfer CIL into dedicated project/ ringfenced reserve</u>	
CIL Sharing with MTC Reserve (extra 10% CIL due to NHP)	£ 33,411.18 (Transfer 11) ^{£34,011.17}
Berryfield Village Hall reserve	£ 13,952.80 (Transfer 10) ^{£12,558.69}
TOTAL in CIL reserve at end of 2023/24	£ 57,779.33 ^{£59,335.43}
Total in CIL reserve at end of 2023/24	£ 57,779.33 ^x
CIL income anticipated for 2024/25	£ 96,048.35
TOTAL	£152,327.85 ^x
Anticipated expenditure from CIL for 2024/25	£ 32,800.00

<u>Transfer CIL into dedicated project/ ringfenced reserve</u>	
CIL Sharing with MTC Reserve (extra 10% CIL due to NHP)	£ 38,419.34 (Transfer 13)
Total in CIL reserve at the end of 2024/25	£ 82,608.34

Note: Transfer 12 is shown on the CIL spreadsheet for CIL to transfer into the Berryfield Village Hall reserve; however, as members recommended at the meeting to pay off the loan early there is no requirement to move any more CIL into this reserve. The transfer is therefore showing as £0.

- d) **To review terms of legal agreement on CIL transferred to Melksham Town Council for East of Melksham Community Centre due to passage of time, and agree any appropriate next steps.**

This item was discussed under agenda item 8b.

343/23 Solar Farm Community Funding:

- a) **To note correspondence with owners of Sandridge Solar Farm about future community benefit funds**

- i) **Trigger for changes to calculation**

Members noted the correspondence from Foresight, the owners of Sandridge Solar Farm about what triggers a recalculation of the amount the parish council receive. It had previously been understood that the income received fluctuated depending on the number of dwellings inside the radius of the solar farm which made it quite difficult to estimate at budget setting as in different parishes. Foresight has clarified that this is only recalculated when there is a boundary change, not if new houses have been built within a current boundary.

ii) **Response (if received) to request to extend fund from 25 to 40 years in line with request for planning permission amendment**

No response has been received on this item.

b) To agree appropriate potential income figure for 2024/25:

Members noted that the income received from Sandridge Solar Farm in 2023/24 was £17,547.41. As per the information received under agenda item 9ai with regards to how the solar farm figure is calculated, the council now have a better idea of how much funding they will receive from the Sandridge Solar Farm for 2024/25. As there is no boundary change, members agreed that the estimated income figure should be the same as received in 2023/24 which was £17,547.

Recommendation: The council budget £17,547 of income coming in from the Sandridge Solar Farm for 2024/25.

c) To consider spend of Solar Farm funding for current and next financial year:

Members were reminded that the council has already set out principles to spend solar farm funding on the maintenance/running costs of items as this is a long-term funding stream, for example, safety surfacing cleaning and the erection of the speed indicator device. Some time ago, the council agreed that although the Falcon Way bus shelter was a capital item, the cost of this should come out of solar farm funding. This was because it fell within the 2.75km radius of the solar farm, so it was a good candidate to come from the funding stream.

Recommendation: The following spend from Sandridge Solar Farm to be on the following:

Balance brought forward from 31st March 2023	£36,441.61 ✓
Amount received in 2023/24	£17,547.41 ✓
TOTAL FUND AVAILABLE	£53,989.02 ✓
<u>Anticipated spend in 2023/24</u>	
Safety surfacing clean for play areas & MUGAs	£ 2,868.00 x NIL
Tree Inspections and resulting tree work	£ 1,786.00 ✓
Roundabout grass cutting and maintenance (ex Carsons Tyres)	£ 1,089.00 ✓
Weedspraying	£ 3,438.00 ✓
Speed Indicator Device	£ 1,205.00 x NIL
Street Furniture	£ 2,000.00 x £879.63
TOTAL SPEND IN 2023/24	£12,386.00 x £7,192.63
Anticipated balance as at 31st March 2024	£41,603.02 x £46,796.39
Anticipated receipt in 2024/25	£17,547.00 ✓
TOTAL FUNDS AVAILABLE	£59,150.02

<u>Anticipated spend in 2024/25</u>	
Safety surfacing clean for play areas & MUGAs	£ 2,900.00
Weedspraying	£ 3,500.00
Falcon Way Bus Shelter & RTI (Real Time Info)	£16,500.00
Speed Indicator Device	£ 5,200.00
Play Area resurfacing and repairs	£20,000.00
Street Furniture	£ 3,000.00
TOTAL SPEND IN 2024/25	£51,100.00
Anticipated balance as at 31st March 2025	£ 8,050.02

d) To consider correspondence received re Melksham Battery Storage community fund (installations off Westlands Lane, Beanacre) and agree next steps

The Clerk reported that she had received some correspondence back following her query regarding the community benefit funding for the Melksham Battery storage. Gresham House Energy Storage Fund plc had confirmed that they would honour the community benefit agreement in place with the original company Stratera; however, due to there being delays in the project, this is now expected to connect to the Grid in spring 2024. As it is currently unknown when the funding will be transferred to the parish council, this has not been shown as income coming in for 2024/25.

e) To note timing for solar farm community benefit fund for proposed Beanare solar farm (Wick Farm)

No response from the solar farm had been received, and so no income shown in 2024/25.

344/23 Reserves:

a) To review Financial Reserves Policy

Members reviewed the reserves policy and did not feel that any changes or amendments needed to be made.

Recommendation: To adopt the reserves policy.

b) To consider contribution to Reserves and spending from Reserves for current and next financial year.

As discussed earlier on in the meeting under agenda item 7, the council are recommending to the Full Council to pay back the whole outstanding public works loan c£287,000 in January 2024. As such this reserve is showing a spend of £357,926 in this financial year. If the whole amount of OIL from Buckley Gardens is moved to this reserve (T10 Transfer) it leaves a large amount in the Berryfield Village Hall reserve, and so this has been adjusted leaving the reserve standing at £4,400 at the end of this financial year. In the next financial year, there is no expenditure expected to come out of this reserve; therefore, it stands at £4,400. This figure was chosen to replicate the amount in the Shaw Village Hall Reserve which is the other

Village Hall that the parish council owns and leases to a management committee. As a brand new building it is not expected to require funds from a Reserve in imminent years, and its noted that OIL Reserve was healthy is additional funds were required.

There have not been any further funds put into the Shaw Village Hall Reserve for the next financial year so this stood at £4,400.

The parish council purchased a new photocopier this year so the £1,200 that was in the reserve at the start of the year has been shown as spent which leaves £0 in the reserve at year end. For the next financial year, no further funds have been put in the reserve as it is not anticipated that the council will require a new photocopier for some time, so this remains at £0 at the end of the 2024/25 year and the reserve can now be closed down.

The Bowerhill Sports Field long term capital reserve shows £7,958 as being spent in this financial year, which is for the replacement water tank base, hot water return pump replacements and replacement water heater control panels. This leaves a balance of £39,505.57 in the reserve at year end. For the next financial year no funds have been shown as going into the reserve; however, £2,000 is being shown as being spent. This is for any repairs and maintenance that may be required on the building during the year as it is now 9 years old.

For the current financial year, £6,385 is being shown as spent from the Bowerhill Sports Field Maintenance reserve which is for the parish council's share of the new moveable goal posts as well as fertilising and spiking the pitches during the year. For next year £2,000 is being shown as spent which is for ditch improvement work on the field to improve the waterlogging on the middle pitch.

The replacement play area and safety surfacing reserve stands at £40,000 at the 2023/24 year end as there is no anticipated expenditure. In the 2024/25 year £20,000 is being shown as spent from the reserve which is for the replacement Beanacre Play Area wooden equipment and safety surfacing.

The Shurnhold Fields car park and improvement project is not expected to be undertaken in the current financial year; therefore, this reserve still stands at £10,000 at year end. In the next financial year, it is expected that the car park and entrance improvement project will be undertaken; therefore, £10,000 is being shown as spent from the reserve leaving nothing in the reserve at the end of 2024/25.

There have been no further funds put into the recreation and sports facility enhancement reserve in this financial year or next, so this still stood at £6,000.

No further funds have been put into the defibrillator replacement reserve for this year or next year. The defibrillators are expected to last longer than anticipated; therefore, they are not expected to be replaced in the next financial year so this reserve still stood at £10,850 at the end of the next financial year.

No further funds have been allocated to the general highway and footpath reserve in the next financial year so this stood at £4,000.

It is expected that there will be a whole host of legal fees in the current financial year as explained under budget expenditure. For this year £3,000 has been shown as coming out of the reserve, which leaves £2,006.21 in the reserve at year end. In the next financial year, £3,000 has been shown coming into the reserve to top it back up following the expected expenditure in the previous year. This leaves £5,006.21 in the reserve at the end of 2024/25.

accrual as not yet invoiced

In the current financial year, £3,700 has been shown as being spent from the community projects and match funding reserve which is for the match funding given to the Shaw and Whitley Community Hub for additional fees associated with the shop which has been explained under budget expenditure. As there was a surplus budget left under grants, £6,310 has been shown as coming into the reserve, leaving it standing at £8,375.67 at year end. For next year no further funds have been put into the reserve or shown as coming out so it still stands at £8,375.67 at the end of 2024/25 financial year.

For this financial year £767.00 has been shown as coming from the elections reserve, this is for the uncontested Bowerhill ward election leaving the reserve standing at £13,233 at year end. For the next financial year, nothing is being shown as coming in and out of the reserve; therefore, it still stands at £13,233 at the end of 2024/25.

The Staffing contingency reserve is for any unexpected staffing expenditure during the year. Following the NJC (National Joint Council) pay negotiations all staff received an additional £1 per hour on their scale points. This increase had not been budgeted for at this level, and increases recommended from the 18th December Staffing Committee meeting have also been taken into account, so £9,000 has been shown as coming from the reserve this year, leaving the reserve at £463.34 at year end. In the next financial year, £10,000 has been shown as coming into the reserve to top it back up, which leaves the reserve at £10,463.34 at the end of the next financial year.

The Replacement of Council Assets (contingency) reserve is for the replacement of assets as well as for items that have not been insured such as benches and bins. Nothing is being shown as going in or out of the reserve in the current year; therefore, the reserve stands at £28,471 at year end. For the 2024/25 year £6,000 has been shown as spent from the reserve which is for the replacement Beanacre wooden bus shelter, leaving the reserve at £22,471 at the end of the year.

No funds have been added to the general contingency reserve in the current year; however, £12,486 has been shown as being spent from the reserve. As the photocopier cost more than what was in the photocopier reserve, the additional cost has come from the reserve as well as a new laptop for a new councillor and microwave agreed to be purchased for the office. Other costs coming out of the reserve for the year are the remainder of the staffing contingency cost increase and costs associated with the allotment and asset databases being created. There is also £6,072 of Neighbourhood Plan expenditure so this is also coming from the reserve as previously approved. This leaves the reserve standing at £17,756.77 at year end. No funds are being shown as coming in or out of the reserve in the next financial year.

In the CIL reserve, it shows £85,027.95 as coming into the reserve in the current year with £6,456 being shown as being spent from the reserve which was for all of the spending shown under CIL expenditure. There are also two transfers being shown as

£5,694.17

coming out of the reserve, which is £13,958.80 being moved to the Berryfield Village Hall reserve (transfer T10) and £34,011.18 moving to the 10% CIL sharing pot reserve (transfer T11). In the next financial year, £96,048.35 has been confirmed by Wiltshire Council to date and is being shown as coming into the reserve with £38,419.34 being transferred to the CIL 10% sharing pot (transfer 13).

The 10% CIL sharing pot with Melksham Town Council shows a balance of £34,011.18 being transferred this year (transfer T11). For next year £38,419.34 is shown as being transferred into the reserve (transfer T13) which is the share from the Buckley Garden development. Shown as being spent is £20,200 which is for real time information being put into three bus shelters. This will leave the reserve sitting at £56,753.83 at year end.

For this year the Sandridge Solar Farm reserve is showing £17,547.41 as coming into the reserve, which is income that has been received in this financial year. The expected spend on solar farm funding for the year is £12,386. For next year £17,547 has been shown as income coming into the reserve with £51,100 showing as spend. Following information received from the solar farm, the share of the fund is only recalculated if there is a boundary change; therefore, it is much easier to determine how much the council will receive each year.

Money held in the Shurnhold Fields maintenance reserve is ringfenced from a s106 agreement for the maintenance of the field and is held by the parish council on behalf of the joint project with Melksham Town Council. There is no funding coming into the reserve this year or next, but there is expected expenditure of £9,877 this year and £10,400 next year leaving the reserve standing at £59,731.26 at the end of the 2024/25 year. Expenditure from this reserve can only be used for the maintenance of the field. Any spend required for non maintenance items has to be funded by both the town and parish council. In the next year, it is expected that a shed will be purchased for the field which will come out of the maintenance reserve because it is facilitating the maintenance of the field.

In the last financial year, a new reserve was set up to show potential funding coming in from Wessex Water for some community benefit as compensation for the disruption associated with the mains drainage works undertaken this year. Nothing has been allocated into this reserve for this year or next as rather than providing money, Wessex Water has offered to do the community benefit works themselves such as a wildflower meadow and moving the maintenance access gate to Beanacre Play Area for better access. This reserve to be closed down.

The council had previously set up a reserve to show the grant received from Scottish and Southern Electricity Networks (SEN) for the emergency planning side of Melksham Community Support, now known as Melksham Emergency Support. For this year the reserve is showing £500 coming out for the project. In the next financial year, £7,861 is being shown as coming out of the reserve for the fridge magnet advertising of the emergency number, which is the rest of the grant funding received leaving the reserve standing at £0 at the end of that year.

In the last financial year, the council set up a reserve for the Berryfield Village Hall public art as it was understood from Wiltshire Council that there was still some money left over from the public art project. Nothing has been shown as coming into the

Recommendation 3: The parish council spend the following amounts from Earmarked Reserves in 2023/24.

Spending from Reserves 2023/24	2023/24 Budget Spend (agreed Jan 23)	2023/24 Anticipated Expenditure (up to 31/03/24)
New Hall, Berryfield	£ 114,741.03	£357,926.00 x £356,532.51
Photocopier Replacement	£ 1,200.00	£ 1,200.00 ✓
B'hillSports Field & Pavilion long term capital	£ 0.00	£ 7,958.00 x £7,000.60
B'hillSports Field & Pavilion maintenance	£ 0.00	£ 6,385.00 x £5,603.83
Legal Fees	£ 0.00	£ 3,000.00 ✓ accrual.
Community Match funding	£ 0.00	£ 3,700.00 x £1,190.00
Elections	£ 0.00	£ 767.00 ✓ accrual.
Staffing Contingency	£ 0.00	£ 9,000.00 ✓
General Contingency	£ 0.00	£ 12,486.00 x £9,265.09
Replacement Play Area Safety Surfacing & Equipment Capital Replacement	£ 5,000.00	£ 0.00
Shurnhold Fields Capital Replacement	£ 10,000.00	£ 0.00
Defibrillator Replacement	£ 10,850.00	£ 0.00
Replacement/ renewal of council assets	£ 2,000.00	£ 0.00 x £4,095
CIL (Community Infrastructure Levy)	£ 15,500.00	£ 6,456.00 x £5,694.17
Sandridge Solar Farm	£ 32,776.00	£ 12,386.00 x £7,192.63
Shurnhold Fields Open Space Maintenance	£ 2,000.00	£ 9,877.00 x £3,906.76
SSEN Ringfenced reserve for Melksham	£ 680.50	£ 500.00 x £340.00
Emergency Response		
NEW Reserve SID 3	£ 2,500.00	£ 0.00
Davey Play Area	£ 176.00	£ 176.00 x MIL
CIL 10% POT (3xRTI @ Mitchell Drive + Keabrel cre)	£206,703.53	x £431,817.00 x £423,382.61 x £8,605.02

Beanacre Bus Shelter ←

Recommendation 4: The parish council spend the following amounts from Earmarked Reserves in 2024/25:

Bowerhill Sports Field & Pavilion long term capital replacement	£ 2,000.00
Bowerhill Sports Field & Pavilion maintenance	£ 2,000.00
Replacement Play Area Safety Surfacing & Equipment	£ 20,000.00
Shurnhold Fields Capital	£ 10,000.00
Replacement/ renewal of council assets	£ 6,000.00
CIL (Community Infrastructure Levy)	£ 32,800.00
10% CIL sharing pot with MTC	£ 20,200.00
Sandridge Solar Farm	£ 51,100.00
Shurnhold Fields Maintenance	£ 10,400.00
SSEN Ringfenced reserve for MCS in Emergency Plan	£ 7,861.00
Davey Play Area	£ 180.00
	£162,541.00

Recommendation 5: The parish council transfer the following amounts between Earmarked Reserves in 2023/24 & 2024/25:

reserve this year or next as it may be better for any left over funds to be transferred over to the Berryfield Village Hall Trust for maintenance of the artwork. This has been chased with Wiltshire Council but not shown as not agreed, and it could be paid direct to the Village Hall Trust. This reserve to be closed down.

Last year a reserve was set up to show potential funding coming in from CAWS (Community Action Whitley and Shaw) for a third SID (Speed Indicator Device). This project does not appear to be any further forward so no income is being shown as coming in this year or next.

It is expected that the Davey Play Area will be adopted by the parish council in this financial year; therefore, £58,000 from the s106 agreement for the maintenance of the play area is being shown as coming into the reserve this year. The parish council undertake annual ROSPA inspections on all of their play areas and even though this play area was not under the council's ownership at the time of the inspection it was felt it should be undertaken as well to ensure there wasn't anything immediate that need to be actioned before it was handed over to the council. The reserve is showing £176 as coming out of the reserve for the ROSPA inspection. In the next financial year, £180 is being shown as coming out of the reserve for the ROSPA inspection, leaving the reserve at £57,644 at the end of the 2024/25 financial year.

A £20,000 contribution has been secured with David Wilson towards a footbridge between Buckley Gardens and Bowood View to allow easier access to the village hall. This is shown as income in the budget, and coming into a new reserve.

Recommendation 1: The parish council put the following into Earmarked Reserves at year end 31st March 2024.

Reserves for major project 2023/24

Community Projects/Match Funding	£ 6,310.00	x £3,800.00
CIL (Community Infrastructure Levy) funds received	£ 85,027.95	✓
Sandridge Solar Farm Community Funding	£ 17,547.41	✓
Davey Play Area Maintenance Fund (From s106)	£ 58,000.00	Nil - not received until legal transfer.
	<u>£166,885.36</u>	x
	<u>£106,375.36</u>	

Recommendation 2: The parish council put the following into Ear Marked Reserves for the year 2024/25.

Reserves for major project 2024/25

Legal fees	£ 3,000.00
Staffing Contingency	£ 10,000.00
CIL (Community Infrastructure Levy) funds received	£ 96,048.35
Sandridge Solar Farm Community Funding	£ 17,547.00
Footbridge from Buckley Gardens to Bowood View	£ 20,000.00
	<u>£146,595.35</u>

Members reviewed the spend from Earmarked reserves as they went through the individual line items on the budget spreadsheet. For more detailed information on the spend from reserves please refer to that section of the budget review.

- Transfer T10- Move ~~£13,952.18~~ ^{x £12,558.69} from CIL to Berryfield Village Hall reserve in 2023/24.
- Transfer T11- Move ~~£33,411.18~~ ^{x £34,011.17} from CIL to the 10% sharing pot CIL reserve in 2023/24
- Transfer T13- Move ~~£38,419.34~~ from CIL to the 10% sharing pot CIL reserve in 2024/25

Summary of Reserves

Opening Balance of Reserves as at 01/04/2023	<u>£742,809.92</u> ✓
Revised Reserves for Major Projects 2023/24	£166,885.36 x 106,375.36
Revised Spending from Reserves 2023/24	£431,817.00 x -423,382.61
Total Reserves at end of 2023/24	£478,477.66 x £425,802.68
Opening Balance of Reserves as at 01/04/2024	<u>£478,477.66</u> x
Reserves for Major Projects 2024/25	£146,595.35
Spending from Reserves 2024/25	-£162,541.00
Total Reserves at end of 2024/25	£462,532.01

345/23 Budget:

- a) To review and consider Budget for 2023/2024 against anticipated position at year end; and estimate for 2024/2025.

Members reviewed the anticipated income and expenditure until year end for the current financial year and the proposals for the financial year 2024/25.

Income

The council had originally budgeted £395,488.50 of income coming in for this financial year, which was fairly in line with the expected income of £455,631.95 for the year (figures include the precept). In the current financial year, more bank interest is expected to come in than originally anticipated due to the council receiving higher interest rates on fixed term deposits. In December 2023, the council also agreed to put funds into the CCLA Public Sector Deposit Fund (PSDF), which is expected to be opened in the current year and has a higher rate of interest than what banks currently have to offer. The council had originally estimated that £2,500 in interest would come in this year; however, £12,900 is now expected to come in.

The anticipated CIL income for the year is slightly more than what was expected at budget setting, this was because at the time the figure for the CIL income for the Buckley Garden development was unable to be calculated due to it not being at reserved matter stage at the time. As a result, the figure had to be estimated based on what the council had received previously for similar size developments. The budgeted amount for CIL for the 2023/24 financial year was £50,000 and the amount expected at year end is now £85,027.95. This is a combination of the first tranche of CIL for the Buckley Garden development due in January 2024 and some CIL for small sized developments either received during the year or expected to come in. For the 2024/25 financial year, the council are expecting to receive £96,048.35 of CIL which is the second tranche from the Buckley Gardens development.

For section 106 contributions, £20,000 was budgeted as income from the Buckley Garden development for a footbridge from this development to the existing Bowood

View site; however, this was still unknown at this time and is now shown as coming in 204/25. There is a playing field contribution of £11,800 due from the Townsend Farm development, which was expected this year, but has now been budgeted to come in the 2024/25 financial year. The £58,000 of s106 funding for the maintenance of Davey Play Area was expected to come in the previous financial year; however, due to delays with remedial work and confirmation around maintenance access to the play area, this had not been transferred to the parish council yet. It is expected to come in the current financial year and is the only amount showing in the estimated year end column.

Under the solar farm budget heading it was anticipated that in the current year, £27,000 of income would be received which was £15,000 coming in from JBM Solar projects for Wick Solar Farm in Beanacre and £12,000 coming in from Sandridge Solar Farm. Despite chasing the deed of gift for the Wick Solar Farm the council currently have no visibility as to when this project will be starting. As a result, the council have not included this amount in the expected year end for this year or next year. For Sandridge Solar Farm the council received £17,547 this year which was higher than originally anticipated. As explained earlier on in the meeting under Sandridge Solar Farm, the council had received clarification that the income was only recalculated if there was a boundary change; therefore, the council were now in a better position to estimate how much they should be expecting each year. For the 2024/25 financial year £17,547 has been estimated as coming in, which was on par with what had been received this financial year.

For this year the council had received £3,000 under grants and donations which was from a generous donation for the Pathfinder Way defibrillator. Originally budgeted for the year was £12,500 which was funds estimated for the possible grant funding for the Bowerhill Sports Field Enhancement project which hasn't been applied for yet and is not expected in this financial year. The other item that had originally been budgeted for was a donation from CAWS (Community Action Whitley and Shaw) for a third speed indicator device; however, this hasn't moved forward so has not been included in the expected year end for this year or the budgeted income for 2024/25. For next year £3,000 has been budgeted which is a generous donation from a resident towards a new defibrillator to be located outside of Bowerhill Village Hall as well as some grant funding towards the project.

Payments received from Melksham Town Council for joint projects such as the Neighbourhood Plan and Shurnhold Fields are unable to be netted off the expenditure; therefore, must be shown as income on the accounting system. The council had anticipated that the Shurnhold Fields car park and entrance enhancement project was going to commence in this financial year; therefore, had budgeted for the town council's 50% share towards this to come in this year. It is now anticipated that this will be in the 2024/25 financial year and £12,500 has been shown as the expected income towards the project with the expenditure being shown under the Shurnhold Fields capital expenditure heading.

The council received £5,000 of Area Board grant funding towards the commission of a senior support project worker which is being overseen by Wiltshire Age UK which is a joint project between the town and parish council. This is a follow on from the Melksham Community Support project which was started up during covid to help improve the wellbeing and provide support to older people living in the town and

parish. As this is a joint project, 50% of the grant (£2,500) was transferred over to Melksham Town Council, which will be detailed under expenditure.

The income for the Bowerhill Sports Field is higher than originally expected for the financial year, this was due to the fact that at budget setting for this year, the council wished to be cautious when estimating this income as it was unknown how many hirers the sports field would have this year. The council also increased their hire charges by 10% this year, which was unknown at budget setting, and has contributed to the overall increase in income. It is now expected that £11,120 will be received from football bookings in this financial year which took into consideration the weekend blanket booking the youth organisation has with the council as well as the adult match bookings. The council applied to the Football Foundation this year for funding towards new moveable goalposts to improve the facilities at the sports field and were successful in getting 50% of the funding, which is shown under the sports field cost centre. The expenditure for the goal posts purchased will be shown under the sports field expenditure section. For the 2024/25 financial year £11,200 has been budgeted for football bookings which is on par with the expected income for the current financial year. The council on an annual basis review their hire charges for the sports field which will be a task to do later in the year, so it may mean that the hire charges are increased; however, this is currently unknown at this time so it cannot be taken into account at budget setting. Also, for the 2024/25 financial year, the council are looking to apply for some grant funding towards improving drainage at the field; therefore, £1,875 has been budgeted as coming in for this.

The allotment income was estimated at £2,882 by year end for this year, which was similar to what had originally been budgeted. The same amount has been budgeted for the 2024/25 financial year; however, it is always difficult to budget as it cannot be foreseen whether a tenant will relinquish their plot during the year nor whether a resident or non-resident of the parish (who are charged at double the residential rate) will let the plot. The allotment year runs from 1st October until 30th September each year, so falls within two financial years. As a result, accruals are made at year end transferring 50% of the amount received into the next financial year.

General Account Income (Excluding Precept):

Budgeted for 2023/24	£141,570.00
Anticipated for 2023/24	£194,483.95
Proposed for 2024/25	£199,405.35

Jubilee Sports Field Income:

Budgeted for 2023/24	£ 6,135.00
Anticipated for 2023/24	£ 13,595.00
Proposed for 2024/25	£ 13,225.00

Allotment Income:

Budgeted for 2023/24	£ 2,512.50
Anticipated for 2023/24	£ 2,882.00
Proposed for 2024/25	£ 2,882.00

TOTAL PROPOSED INCOME FOR 2024/25: £215,512.35

Expenditure:

It was noted that the parish council's Expenditure used the following budget headings to reflect the information included with residents' Council Tax bills, namely; Administration, Parish Amenities, Community Support.

Administration Costs:

Postage costs are slightly more than budgeted for this year due to the cost of stamps increasing by £0.30 for a first-class stamp, which was unforeseen at budget setting. The anticipated cost for the year is now £840. The council has moved to paperless agenda packs for most councillors, which has reduced the cost of postage on previous years; however, a hard copy agenda pack is still being sent out in the post to one councillor. On occasion, some agenda papers are sent out to councillors in the post if they are big documents, such as the annual budget papers. The council also sends out most weeks agenda and community notices to the noticeboard volunteers and, on an annual basis, the allotment rent renewal letters. For the 2024/25 financial year, £840 has been budgeted, which is the same as the expected expenditure for the current year. It is not expected that the council will increase the amount of postage that is sent out in the next financial year. Photocopying costs for the year are higher than anticipated at the time of budget setting, with the anticipated spend being £990. As explained above, the council has reduced the amount of paper; however, there are still items that need to be printed out, so the council is unable to go completely paperless. Officers have looked at reducing the costs of photocopying during the year, especially for coloured printing, as those costs much more per copy than a black and white copy. The council has also purchased a new photocopier this year, and as a result, the photocopying costs are lower than previously. For next year £780 has been budgeted for photocopying, which is a reduction on what the expected year end spend for this year is. This is because the costs associated with the new photocopier have been factored into the figure.

It was estimated that costs for admin and stationery for the year would be £500; however, costs associated with this are forecast to be higher at £800. A lot of the cost under this heading is for the purchase of paper. The council purchases the A4 paper locally to be more environmentally friendly and receives a cost reduction from them if the paper is purchased in bulk. As some paper has recently been ordered, it is expected that this should last until the next financial year. Other items, such as the gusseted envelopes for agenda packs, are also a high expenditure item which comes out of this cost code, as well as coloured paper for the notices and posters. For the 2024/25 year, £800 has been budgeted for this expenditure heading, as it is not anticipated that the council will be doing anything else above what is already being done to increase the costs.

The expected IT support costs for the year are higher than budgeted for at £700, due to the fact that the council approved for the IT contractor to create an allotment and asset management database. For some time now the council has been looking for an asset management package that can hold the asset register as it is currently held on a spreadsheet, and due to its size, it would be much better to have it on a database. The £500 cost associated with the databases is to come out of the general

contingency reserve as it was not budgeted for at the time of budget setting for this financial year. For the next year £200 was budgeted for IT support during the year. Advertising for the year is anticipated to be much lower than anticipated at £150, this is due to the council only anticipating that there will be two grant adverts and a councillor co-option advert until year end. For next year the anticipated spend is £150 which is for the grant adverts. Similarly, costs associated with the quarterly newsletter are a lot lower this year than originally anticipated at £500 which is for one newsletter. For the 2024/25 financial year £2,280 has been budgeted which is based on four newsletters.

During the year as expected, the council replaced the photocopier; however, the cost was higher than anticipated under the equipment and furniture budget heading. The council originally budgeted £1,200 which was coming from the photocopier reserve, but the true cost of the photocopier was £2,087. Other expenditure expected out of this heading is for three keyboards for officers and a microwave which the council had approved for the Campus meeting room. As there was an overspend in this budget heading the £1,650 is to come out of the general contingency reserve. The council do not expect to purchase any new equipment or furniture in the next financial year; therefore, no budget has been allocated under this budget heading.

The council is expecting legal costs associated with solicitor fees for the freehold of Kestrel Court and Berryfield Play Area, as well as fees for the advertisement of the public open space notices for these play areas in this financial year. There will also be fees associated with the transfer of the Davey Play Area as well as the Shaw Village Hall lease. There is an action for officers to register Shaw Village Hall with the land registry, so there will be costs associated with this registration. To year-end, £3,000 has been budgeted, which is to come from the legal cost reserve. For the 2024/25 financial year, no costs have been budgeted under this heading as the council has no visibility for any legal or professional service next year, and any expenditure of this nature would come from the legal cost reserve in any case, not from the precept.

The council are now in their second year of a 10-year lease with Wiltshire Council for the council office and meeting room space. It was agreed that the rent for each year of the lease term would be increased by £1,000; however, due to when the parish council moved into the space the annual rent year goes from 1st August until 31st July each year so runs into two financial years. For the current financial year, the estimated year end figure has been set at £11,706, which is based on four months of rent associated with the first-year term £3,457- and eight-months' worth of rent which relates to the second-year term £8,249. For the 2024/25 year the same logic has been applied, and the estimated rent is £12,040.

Staffing costs for the current year are estimated to be higher than budgeted for, this was due to all staff receiving a £1 increase per hour on their hourly rate following the National Joint Council pay (NJC) negotiations with the unions. At budget setting as it was unknown how much any staff increase would be the council had budgeted for a 2% rise on all staff salaries. Due to the increase being more than what was anticipated employer national insurance and pension contributions are also more than budgeted for. The additional expenditure on staffing will come from the staffing contingency reserve and general contingency reserve. For the 2024/25 year as it was unknown what the NJC negotiations would be, a 5% increase has been estimated on all staff salaries. It was noted that the Staffing Committee made recommendations on

scale point increases for some staff members on 18th December 2023 which are waiting for approval from Full Council, but these have been included in the figures for the purpose of the budget. The Caretaker and Allotment Warden salaries are included under the parish amenity section.

Staff training is higher than expected for this year, but the council were made aware of this when they were considering training requests from staff members and agreed to take the expenditure over budget from the staffing contingency reserve. For next year £500 has been budgeted for staff training.

It is estimated that the council will be over budget for staff and volunteer DBS checks which is because the Caretaker, Parish Officer, and Finance & Amenities Officer all have DBS checks due. The other expenditure is for staff and Councillor ID badges which the council have already agreed to purchase. For next year nothing has been budgeted under this heading as there are no DBS checks due.

Recommendation 1:

Administration Costs (Including office staff):

Budgeted Expenditure for 2023/24	£142,618.00 with £ 1,200 coming from reserves
Anticipated Expenditure for 2023/24	£160,765.00 with £20,381 coming from reserves
Proposed Expenditure 2024/25	£170,543.00

Parish Amenities:

In the current year the costs associated with defibrillators are expected to be much lower than budgeted, £12,430 had been budgeted with £4,300 now anticipated to be spent to year end. This was because it was considered at budget setting for the current year that the defibrillators would need to be replaced as they were coming up to eight years old. The expenditure for this would come from the defibrillator reserve; however, following information from Community Heartbeat Trust the defibrillators now have a longer shelf life. As explained under grants and donations income the parish council received a £3,000 donation for the Pathfinder Way defibrillator, so the purchase of this device has been shown under this heading as the income is unable to be netted off against the expenditure so has to be shown separately. The only other expenditure this year is for the annual maintenance costs for all parish defibrillators. For the 2024/25 financial year £3,800 has been shown as expenditure which is for a new defibrillator outside of Bowerhill Village Hall as well as the annual maintenance fees.

Parish insurance was originally budgeted to be £5,234; however, the expected amount for this year is £3,700 so is lower than anticipated. This is because the council were out of their three-year agreement with their insurance provider and; therefore, were able to obtain quotations from other providers. As such, the council agreed on a quotation that was much lower than budgeted and agreed to enter into a three-year agreement with the provider which provides the council with a discount. For next year £3,835 is anticipated for parish insurance which is an increase on the current year as it bears in mind any additional assets purchased in the year that may need to be covered by the insurance.

The estimated year end for play area safety surfacing cleaning is lower than expected this year which is because the council only agreed to undertake one clean. The

council had originally budgeted £4,050 for this provision; however, following reviewing quotations had agreed to a much lower cost. The expected year end figure has; therefore, been reduced to £2,868 for the current year which is to come from solar farm funding. In 2024/25 as per the same principle set for the 2023/24 financial year, £2,900 has been budgeted for one safety surfacing clean to be done during the year, which is to come out of solar farm funding.

The cost for tree inspections and work for this year is slightly lower than anticipated, this was because it was difficult to determine how much work would be required on parish trees following the tree inspection survey undertaken early on in the year. Originally budgeted was £2,300 with the estimated year end being £1,786 which is all to come from solar farm funding. The parish tree inspections are undertaken every 27 months, so that it is always undertaken in different seasons which means that there is no anticipated tree work for the 2024/25 year, so nothing has been budgeted. Any tree work required during the year will come from reserves.

For this year it is anticipated that the council will spend slightly less than budgeted for parish repairs and maintenance, which is mainly because the council were paying for the maintenance of the ex-Carson Tyre sponsored roundabout. The council did hold a section 96 licence for the roundabout which expired in 2021; however, were continuing to maintain it while trying to find sponsorship. Due to the high costs involved in maintaining the roundabout, the council was investigating the possibility of handing it back to Wiltshire Council. Following investigations, it transpired that Wiltshire Council had also issued the section 96 licence for the roundabout to Melksham Town Council which was still current. As a result, the parish council stopped all maintenance of the roundabout immediately. The total expenditure in this year for the roundabout was £1,089 which is to come from solar farm funding. The rest of the expected expenditure under this heading is for the installation of noticeboards and the relocation of the Kestrel Court noticeboard onto legs. The expected expenditure this year is now anticipated to be £3,700 rather than £3,904 which had originally been budgeted. For next year there was no visibility of any repairs and maintenance in the parish; therefore, nothing has been budgeted.

Parish weed spraying had originally been budgeted at £2,684 for the year; however, the expected spend is now £3,438 which is to come from solar farm funding. While two weed sprays were undertaken during the year, this is higher than expected, due to costs increasing for this service. For next year two weed sprays during the year have been budgeted again, with a forecast spend of £3,500 which is to come from solar farm funding.

In the current year, the budget for LHFIFG (Local Highway and Footpath Improvement Group) was £25,000; however, the expected spend is much lower at £4,581. This is because some schemes in which the parish council have to pay 50% of the cost may not have moved any further forward, as well as extra being budgeted for in case there were any other LHFIFG requests during the year. For the next financial year, £10,300 had been budgeted which is to come from CIL.

For new bus shelters £16,500 had been budgeted this year, which was for the new bus shelter at Falcon Way, Bowerhill; however, we are not currently any further forward with this project so it is expected that there will be no spend under this

heading this year. It has been agreed that the wooden bus shelter at Beanacre needs to be replaced and this is expected to be undertaken in the 2024/25 financial year. The estimated budget for this is £22,500, which is for the Beanacre shelter as well as the new Falcon Way bus shelter, both from reserves.

The spend on speed indicator devices (SID) is expected to be lower than originally anticipated which is due to both of the SIDs not being put up around the parish for most of the year. This was due to them requiring to be re programmed as per the Wiltshire Council SID guidance and a service issue with the current contractors. The hope is that the SIDs will be erected in the last quarter of the financial year, therefore, some spend is expected. In addition, CAWS (Community Action Whitley & Shaw) were also looking to purchase a SID with the parish council paying the costs for erecting the device; however, this does not appear to be any further forward at this time. The expected spend this year is £1,205 which is to come from solar farm funding. For next year £5,200 has been budgeted which is for the erection of the SIDs around the parish as well as match funding CAWS for a possible third SID.

Under the play area budget heading for the current year £18,700 was originally forecast; however, it is now expected that the expenditure will be £15,500 which is slightly lower than originally thought. This was because the council had originally budgeted for the replacement of some of the wooden equipment at Beanacre Play Area but when reviewing this during the year decided to keep a watch on the equipment for the time being. It is considered that if a piece of equipment is replaced the safety surfacing would also need to be replaced as well as any other piece of equipment in that island of surfacing. Most of the expenditure from this heading this year is for the Whitworth Play Area tarmac pathway works and the installation of safety surfacing under the teen shelter following the adoption of the play area. The Kestrel Play Area edge repairs were also undertaken this year to resolve the trip hazards at the play area. All expenditure this year have been shown as coming from CIL. For next year £75,000 has been budgeted for, which includes £20,000 for the replacement wooden equipment and safety surfacing at Beanacre Play Area, £20,000 replacement safety surfacing at Hornchurch Road Play Area and £35,000 for new equipment for the Bowerhill Sports Field enhancement project. The expenditure for the enhancement project was originally under the Bowerhill Sports Field cost centre but members felt that it should be under parish amenities. This was because each year the council reviewed the expenditure of the sports field against the income they received from hirers and as this project was separate from the bookable sporting activities at the field members didn't want it to be mixed up with the running costs associated with the pavilion and field. The council are applying for grant funding towards the sports field enhancement project with expected income for this shown under general income. The budget shows £20,000 coming from reserves and £20,000 coming from solar farm.

A few years ago, the parish council purchased a drinking water fountain for the Bowerhill Sports Field; however, due to installation issues, there was some delay in getting it installed. There had been no budgeted figure for drinking water fountains this year as it was not foreseen that it would be installed this year. Following an issue in the pavilion pump room that needed actioning, it was discovered that the same contractor doing these works could also install the fountain at the same time; therefore, £875 is showing as spent for this year which is for the installation work. This is to come from CIL funding as always envisioned. For next year £4,200 has

been budgeted, which is for the purchase of another drinking water fountain for Shaw Village Hall. The budgeted amount also included installation.

The Berryfield Village Hall is now up and running and the £11,719 held back for the one-year retention period has now been paid following an end of defects meeting with the contractor. Other expenditure under this heading is for the amount left to pay for the final works to the site of the old village hall building, solar battery for the new village hall and insurance which is charged back to the hall committee and will be shown under income. As per the terms of the lease, the parish council arrange the Berryfield Village Hall building insurance and charge the cost back to the Trust. All of the £19,260 expenditure under this heading is shown as coming from the Berryfield Village Hall reserve. For the next year as the village hall is no longer a new build, any expenditure for the hall will come through the grant process; therefore, no funds have been allocated under this heading.

For the public works loan capital and interest payments, members discussed paying back the loan in the current financial year due to the current rate being in the council's favour. As the recommendation from this evening's meeting to Full Council is to pay back the loan this year this is shown in the budget. This is of course pending officers obtaining updated information from the Public Loan Board on the council's position if it was to be paid back after the Full Council meeting. All of the expenditure relating to the loan repayments is to come from the Berryfield Village Hall reserve; therefore, for this year it is showing £336,500 plus £2,166 (interest that has already been paid this year) as spend. For next year as it is anticipated that the loan will be paid off in full there is no expenditure from either the capital cost code or the interest cost code.

Street furniture spend is expected to be lower than expected this year with £3,000 originally budgeted and £2,000 now estimated. It is always difficult to estimate how much is required for street furniture as it is unknown whether a noticeboard or bin may need to be replaced. The council are anticipating that the BRAG (Bowerhill Residents Action Group) benches which were purchased as part of their seating project a few years ago will be installed this year as well as the benches that Wiltshire Council donated to the council designated for wildflower areas. All expenditure here is to come from solar farm funding. For the 2024/25 financial year £3,000 has been budgeted for any assets that may require replacing during the year.

Parish grass cutting, bin emptying, goal maintenance and line marking are all as per the contract agreement with JH Jones. The council's three-year contract expired at the end of the last financial year and the council agreed at the time that due to the cost of inflation, it would be unfair for both parties to enter into another three-year contract at that time. As a result, it was agreed to extend the current contract by one year with an increase of 10% which meant the total cost of the contract for the year was £17,651. The only addition to the contract is for the grass cutting and bin emptying at Whitworth Play area which has increased the costs. For next year as the contract is due for renewal, this is currently being reviewed but for the purpose of the budget we have received a cost indication of an increase of 5% which has been included in the budget. This is split across several cost codes and the general, sportsfield and allotment expenditure.

The budget for Shurnhold Fields maintenance was originally budgeted to be £2,000 for this year; however, the expected spend is now expected to be £9,877 which is to

come from the maintenance reserve. The increase in costs is partly due to the Friends of Shurnhold Fields mower being broken beyond repair during the year; therefore, them being unable to mow the pathways around the field themselves. As a consequence, the council have had to contract this work out which has increased costs which were not foreseen at the time of budget setting. It was noted that although the maintenance fund funded the mower petrol, the 'Friends' were mowing the grass as volunteers so there were no costs for labour; whereas, now this was an additional cost. The 'Friends' are looking to purchase a new mower for the field. All other costs are associated with the caretaking duties and general maintenance of the field. In the next financial year, 10,400 has been budgeted which includes all of the caretaking duties at the field as well as £7,000 for a shed that can store equipment such as a new mower etc. As part of the car park improvement project, £1,500 has been shown for ditch works and the installation of a water supply which has been identified as supporting maintenance so can come from the maintenance contribution held in reserves.

The council anticipated that the car park and entrance improvement project for Shurnhold Fields would be undertaken in the current financial year; however, due to delays with the Environment Agency not granting permission for the project to go ahead, nothing is expected to be spent this year. This was due to the car park site being too close to a watercourse as a result, Wiltshire Council had applied to the Environment Agency for some funding towards flood prevention works at Shurnhold Fields. This means that this has become a Wiltshire Council project and as part of the wider scheme Wiltshire Council can approve the works to go ahead. This does mean; however, that the council have to wait until Wiltshire Council have undertaken their works before the car park and entrance project can go ahead. For the next financial year, it is expected that this project will commence; therefore, £30,000 is being shown as being spent. As the tender for the project is now out of date, this will need to be renegotiated. It is estimated that £10,000 (including £5k grant from Area Board) will be coming from the Shurnhold Fields Capital replacement reserve and £2,500 coming from CIL. As this is a joint project with Melksham Town Council 50% of the expenditure will be paid for by them. For clarity, it is estimated that both councils will pay up to £15,000 towards the project; however, as the full expenditure will come from the parish council's accounts £30,000 has to be shown. The town council's share will be shown as income.

The insurance for the Bowerhill Sports Pavilion is considerably lower than budgeted for this year, as explained under parish insurance the council accepted a much lower quote. The expected year end total is £576 which is lower than the budgeted expenditure which was £5,024. In the next financial year £565 has been budgeted this is due to the fact that the council have taken out a long term agreement with the insurance company, as a result, receive a discount.

The electricity for the pavilion was originally budgeted at £2,000; however, it is now estimated that £1,700 will be spent this year. For some of the year, due to bad weather, football bookings have been unable to go ahead, in addition at budget setting the council anticipated that the kitchen and games room would be hired out but in the current financial year no bookings have been received for this use. For next year £1,800 has been budgeted based on the expected expenditure this year. For pavilion gas for the current year, the anticipated expenditure is lower than the anticipated £3,000 spend. It is now estimated that £1,500 will be spent this year due

to the same reasons as described under electricity. Additionally, at the time of budget setting last year gas prices were increasing by a considerable amount; therefore, the council had to include the provision in the budget for this.

For the pavilion cleaner costs, it was originally budgeted that there would be £2,750 spend this year; however, the anticipated true expenditure for the year is expected to be £2,100. This is due to games having to be cancelled during the year due to bad weather. For next year the budgeted cost is £3,000 as it is unknown what hirers the pavilion may get as well as the cleaner may increase her charges.

The expected spend this year on repairs and maintenance for the pavilion is considerably more than budgeted for. Originally budgeted was £1,884 with the expected spend now being £9,842. This is because two of the hot water return pumps needed to be replaced in the pump room due to one of them splitting. As a consequence, the control panel on the water heater needed to be replaced due to water getting into the system. Separately, to this issue, the tank base that the tank sits on was rotting away and needed urgent attention due to there being concerns that it could fail at any time resulting in the tank getting damaged and water pooling in the pump room where there is a large number of electrical equipment. This was replaced by a specialist company so this risk has now been resolved. The additional expenditure which is over budget will come from reserves. For next year £2,000 has been budgeted for any repairs required at the pavilion.

Originally budgeted for pitch and pavilion improvements was £1,500; however, the expected expenditure is now £7,220. Most of this cost is associated with the moveable goal posts which are to come from reserves. During the year the council have also agreed to fertilising the pitch and pitch spiking. The council agreed to vire the pavilion rates budget to this heading as the council received £0 rates bill this year. For next year £5,750 has been budgeted which is for the provision of ditch works to prevent waterlogged pitches as well as for spiking and fertilising. The provision for pitch spiking and fertilising is to come from reserves.

Spend for waste collection is slightly higher this year, originally budgeted for the year was £600 and the expected spend is now £1,000. It was difficult to foresee how many extra waste collections may be required at the pavilion so was difficult to estimate. For next year £850 has been budgeted which is to cover the cost of the contract and some provision for extra waste collections.

The allotment account shows a similar level of expenditure as budgeted for this financial year. For 2024/25 it is expected that £2,191 will be spent which is a slight increase on the current year.

**Recommendation 2:
Parish Amenities Costs (Including Allotment and Bowerhill Sports Field):**

Budgeted Expenditure for 2023/24	£301,586.03
Anticipated Expenditure for 2023/24	£478,792.00*
Proposed Expenditure 2024/25	£236,811.00**

*With £382,322 coming from reserves, £6,456 from CIL and £12,386 coming from solar farm.

**With £50,580 coming from reserves, £12,800 from CIL and £51,100 coming from solar farm.

Community Support Costs:

In the current year the grants given were lower than budgeted for, with some of the reason being that some organisations either didn't come back to the parish council following queries raised about their application or the grant award was not cashed in. The budget for all grants this year was £37,700 (this was £17,000 under section 137, £20,000 under village halls and £700 under section 144 grants) and the estimated year end was £35,090. The council agreed to provide £3,700 match funding towards additional costs associated with the Shaw and Whitley Community hubs community shop which is to come out of the match funding reserve. For 2024/25 £17,000 was budgeted for S137 grants, £20,000 for village hall grants and £700 for S144 grants giving an overall grant budget of £37,700.

For the Market Place toilets, the expenditure for the year is less than originally budgeted for. This is because the council has agreed to pay Melksham Town Council a flat rate figure of £5,000 per annum towards them for the next three years. As there had previously been some issues around the bills which delayed payments, this seemed to be the most suitable way forward so the parish council did not need to get involved in the details of the maintenance charges and agreements. For next year the same amount has been budgeted as per the agreement.

For this year £7,000 had been budgeted for real time information for the Mitchell Drive bus shelter in Bowerhill; however, it looks like this project will now move forward in the next financial year so nothing is expected to be spent this year. In the next financial year, £20,200 is being shown as being spent on real time information which is for three bus shelters. This is a joint project with Melksham Town Council and is the only project that the use of the 10% CIL sharing pot that has been agreed upon.

For the Neighbourhood Plan, it was budgeted that £2,000 would be spent in the current year; however, the expected expenditure is now £14,750. As already explained for joint projects some of this expenditure is overinflated due to some of the cost being charged back to Melksham Town Council for their share which will be shown under income. The council are expecting £6,678 to come in from Melksham Town Council for the share of the costs towards this project. The budget is showing £6,072 coming from reserves with £2,000 coming from the precept. For next year £1,000 has been budgeted for the project.

Costs associated with Melksham Community Support for the senior project worker is on par with what was budgeted for this year. The budgeted figure for the year was £11,500 with an estimated spend of £14,000. The estimated spend is overinflated due to the council transferring £2,500 to the town council which is their share of the Area Board grant received for the project. Members agreed that this project should continue as it was providing residents of Melksham with a great service; therefore, £12,000, has been put into the budget for this provision for the 2024/25 year.

Melksham Emergency Support is a separate project which is designed for emergencies such as flooding or extreme snow. Nothing had been budgeted in this

financial year for this project; however, the anticipated spend is £500 for this year to come from reserves. This expenditure is for costs associated with keeping the Lamplight database system live and for the emergency phone number. For the 2024/25 financial year £7,861 has been budgeted which is for the printed fridge magnets, leaflets, hotline rental and database licence which will be covered by the grant received from SSEN.

Recommendation 3:

Community Support Costs (Including Joint Ventures):

Budgeted Expenditure for 2023/24	£67,635.00
Anticipated Expenditure for 2023/24	£71,040.00*
Proposed Expenditure 2024/25	£85,696.00**

*With £10,272.00 from reserves.

**With £28,061.00 coming from reserves.

General Fund:

The General Fund is the amount left in the council's bank account at year end, excluding reserves. The council's Reserves Policy states that it will stand at approximately one month's expenditure. At the end of the draft budget review, the General Fund stood at -£4,856 for the year ending 31st March 2024.

Resolved: The officers relook at the budget and allocate some more of the 2023/24 expenditure against either Reserves, CIL or Solar Farm funding as appropriate, to bring the General Fund at year end in line with a month's spend.

POST MEETING NOTE: This was undertaken with a revised General Fund now at £56,720.x *Now anticipated £80,110.*

TOTAL PROPOSED EXPENDITURE FOR 2024/25

Administration Costs (including office staffing)	£170,543.00
Parish Amenities Costs (incl Allotment and Bowerhill Sports Field)	£236,811.00
Community Support Costs (incl Joint Ventures)	<u>£ 85,696.00</u>
TOTAL	£493,050.00

Of this expenditure, £78,641.00 is budgeted to come from reserves, with £32,800 from CIL and £51,100 from Solar Farm Funding.

These headings do not analyse any profit or deficit against the Allotment or Sports Field account, as historically reported (although they do on the detailed budget spreadsheet) please see below the following figures for the analysis:

Allotments:

Income 2024/25	£2,882.00
Expenditure 2024/25	£2,191.00
Difference 2024/25	£ 691.00

This will inform the Asset Management Committee when considering whether the allotment rent should be increased from 1st October 2024.

Bowerhill Sports Field:

Income 2024/25	£13,225.00
Expenditure 2024/25	£34,241.00
Difference 2024/25	- £21,016.00

b) To recommend virements against Budget for 2023/2024.

The Clerk explained that as the parish council received 100% rate relief for the Sports Pavilion, the Asset Management Committee on 10th July 23 agreed for the £835 budgeted under rates to be vired into the sports field spiking budget heading. This will be done at year end.

The Clerk explained that there was still some grant budget left and; therefore, suggested in the budget spreadsheet that the £6,310 surplus be vired into the match funding reserve at year end.

Recommendation: The council make a virement of £6,310 from the grants to the community match funding reserve.

c) To recommend Budget for 2024/2025.

The council recommended the budget for 2024/25 as per above.

346/23 Precept:

a) To note news bulletin from NALC (National Association of Local Councils) advising that there will be no referendum for precept increases for town and parish councils for 2024/25.

Members noted the news bulletin advising that there will be no referendum for precept increases for town and parish councils for 2024/25.

b) To note confirmed Taxbase number for 2024/25 and that there will be no Council Tax Reduction scheme by Wiltshire Council in 2024/25 following recent consultation.

Members noted the taxbase number for 2024/25 of 2908.62.

In November 2023 Wiltshire Council had sent through some correspondence regarding some changes to its council tax reduction scheme which they were consulting on at the time. They advised that if all the proposals were implemented this would affect the taxbase figure for 2024/25; therefore, they issued a draft tax base figure and also a worst-case scenario figure and confirmed that the actual taxbase figure would be communicated on 13th December. In December 2023 Wiltshire Council confirmed that due to the amount of feedback received from the consultation they required more time to analyse the results and as such no changes have been made to the scheme for 2024/25.

c) To recommend Parish Council Precept for 2024/2025.

For the forthcoming financial year 2024/25 the following Precept calculation was

made. **Expenditure less Income = Precept**

Expenditure

Allotments	£ 2,191.00
Sports Field	£ 34,241.00
General	<u>£456,618.00</u>
Total Expenditure	£493,050.00

Plus: Funds put into Reserves	£126,595.35
TOTAL	£619,645.35

Income

Allotments	£ 2,882.00
Sports Field	£ 13,225.00 (changed from £30,725)
General	£199,405.35 (changed from £181,905.35)
Total Income	£215,512.35

Plus: Spending from reserves	£142,541.00
TOTAL	£358,053.35

Shortfall to fulfil with Precept **£261,592.00** (changed from £260,092.00)

It was noted that the precept for the current year (2023/24) was £245,271.03 with a taxbase of 2895.42 which meant that the average contribution for an average band D was £84.71.

Recommendation: The Finance Committee recommend a precept of £260,092.00 for 2024/25 against a taxbase of 2908.62. This is an increase of £14,820.97 (6%) on last year's precept. An average band D household will be contributing £89.42 for the year, an additional £4.71 on last year, which is a rise of 5.56%.

POST MEETING NOTE: The figures were double checked following the meeting, and it was discovered that although £1,500 from CIL was taken out of the budget spreadsheet under street furniture at the meeting, this didn't filter through to the CIL tab. The figures above have been added to reflect the checked spreadsheet for the Full Council to review on Monday 22nd January. This does however, change the Precept requirement by £1,500.

Revised Recommendation following correction: The Finance Committee recommend a precept of £261,592.00 for 2024/25 against a taxbase of 2908.62. This is an increase of £16,320.97 (6.65%) on last year's precept. An average band D household will be contributing £89.94 for the year, an additional £5.23 on last year, which is a rise of 6.17%.

347/23 Risk Register:

The Clerk explained that the council had to review the risk register every year and had been an advisory on the internal auditor's report. Officers had gone through the risk register in tracked changes and had detailed any necessary changes which were included in the councillor's agenda pack for this evening's meeting. The Clerk explained that the council had undertaken an exercise a few years ago to risk rate each

section; however, upon reviewing the register she did not feel any changes needed to be made because there had not been a change in circumstances since last year, such as a change of staff personnel or move to a new office. Other than the changes that officers had made to the document text, members did not feel that any changes needed to be made to any risk rating.

Recommendation: The council approve the risk register.

348/23 Internal Audit visit:

The Clerk explained that the first internal audit of this financial year took place on Wednesday 20th December and went well overall, with some observations and recommendations being made by the auditor. Provided as part of the internal auditor's report was a spreadsheet version of his comments and recommendations for officers to respond to. This had been included in the agenda pack for this evening's meeting and had been populated with responses made by officers that had already been sent back to the auditor. At the time of the audit visit, the auditor had made officers aware that some councils had experienced issues with Lloyds Bank where former councillors and employees had been reactivated as users on the Lloyds Banking system. Officers had explained that something similar had happened to the parish council, where an online banking card had been received for a former employee who had left the council around four years ago. At the time of this, officers did contact the bank to get this rectified. The internal auditor has suggested in his report that the council contact Lloyds Bank to confirm that they only have records of current authorised employees and councillors, which officers will do in due course.

Another thing that the auditor highlighted was the fact that the council had not formally reviewed or approved the bank signatories for some time, which was on this evening's agenda for members to review. This was the same for the review of the risk register, which would be undertaken at the meeting this evening. It was noted that the risk register had to be reviewed once a year and was last reviewed in January 2023, so it was now due. The council had recently approved to deposit some funds in the CCLA Public Sector Deposit Fund and, as such, would need to update the investment policy accordingly to reflect what was being done, which was on the agenda for this evening. The list of Bowerhill Sports Field fees and chargers was not published on the council's website at the time of the audit; this has now been published under the parish amenity section on the website.

During the visit, the auditor reviewed the parish council's tenancies and leases. He highlighted the fact that the parish council did not have a current lease agreement in place for the allotments as the land was owned by a farmer. In exchange for the allotment land, the farmer uses parish council owned land for farming, so in effect, these are netted off against each other. The Clerk advised that there was a Farm Business Tenancy between the parish council and the farmer; however, this had now expired. At the time of this, the council did take legal advice; however, it was agreed not to sign a new tenancy and let the agreement tick over with the same terms. It was noted that the parish council had first refusal registered with the Land Registry for Briansfield Allotments site if the land was put up for sale; however, the auditor did not feel this necessarily provided the council with a lot of protection as the purchase price could be considerably higher than the council may wish to pay. The auditor has recommended that the council seek formal legal advice on this matter. This is

something that sits better with the Asset Management Committee and; therefore, will be put on the agenda for that meeting to consider on 5th February. The only other matter highlighted at the audit concerning land was the fact that the council still needed to register the Shaw Village Hall land with the Land Registry. This was an action that officers still had to do.

349/23 Bank Signatories: To confirm bank signatory arrangements for the council's bank accounts:

The Clerk explained that this had been an observation on the auditor's report, and although it was listed in the council's scheme of delegation that all finance committee members were bank signatories, the council needed to formally minute who their bank signatories were. It was noted that the council's current procedure was for any two of the finance committee members to sign off and authorise the accounts. For Lloyds Bank no bank payments are set up and as such no finance member has access to the account, they are only able to sign cheques. For Unity Trust Bank the finance members can view the account and authorise payments but are unable to set a payment up.

Both the Clerk and Finance & Amenities Officer were listed on both of the council's bank accounts. For Lloyds, they are only able to view the account with no facility to set payments up or sign cheques, and on Unity Trust Bank they can view and set up payments but are unable to authorise any payments

Recommendation: The council confirm the bank signatories are as follows:

Councillor John Glover
Councillor Alan Baines
Councillor Robert-Shea Simonds
Councillor Richard Wood
Councillor David Pafford
Councillor Shona Holt
Councillor John Doel

350/23 Investments:

- a) **To review and amend investment policy to reflect the fact that the council is commencing investment with the CCLA (Churches, Charities and Local Authorities).**

Following the decision made by the Full Council in December 2023 to transfer funds into the CCLA Public Sector Deposit Fund, the investment policy needs to be amended to reflect this. Officers had suggested the following amendment to 2.3iii: '**All investments will be made in UK banks and building societies *and by appointing Charities, Churches and Local Authorities Investment Management Ltd. (CCLA), for investment of surplus funds into the Public Sector Deposit Fund (PSDF).***' Officers had made a further change to the second paragraph under section 2.3vi which states; 'For prudent management of its balances, the Parish Council, maintaining sufficient levels of security and liquidity, will adopt a policy whereby funds which are likely to be surplus for up to three months can be invested in short term deposits with one or more of the UK major clearing banks, and/or building societies ***and/or the CCLA.***'

Members were happy with the changes made to the investment policy.

Recommendation: The council approve the amendments to the investment policy as detailed above.

b) To review CCLA Public Sector Deposit Fund application form and approve signatory and authorisation councillors and officers.

The Clerk explained that as part of the Public Sector Deposit Fund application form, the council had to formally minute the approval of their signatories and authorisation councillors and officers. Members agreed that it should be the seven Finance Committee Councillors and both the Clerk and Finance & Amenities Officer which was the same as the mandate set up with the council's bank accounts.

For clarity, the following councillors and officers should be listed on the public sector deposit fund:

Councillors:

Councillor John Glover
Councillor Alan Baines
Councillor Robert-Shea Simonds
Councillor Richard Wood
Councillor David Pafford
Councillor Shona Holt
Councillor John Doel

Officers:

Teresa Strange (Clerk & Responsible Financial Officer)
Marianne Rossi (Finance & Amenities Officer)

Recommendation: The councillors and officers as listed above should be included on the CCLA Public Sector Deposit Fund.

c) To agree buffer amount to keep in each bank account to cover direct debits and standing orders.

The Clerk explained that the finance risk assessment says that each council bank account should have a £5,000 buffer in case of any unexpected expenditure. As the council were transferring all of their funds into the CCLA Public Sector Deposit Fund (PSDF) queried whether they were still happy with this buffer amount left in both the Lloyds and Unity Current accounts. It was considered that because the money in the PSDF was easy access, members agreed that a buffer of £5,000 should be left in both of the council's bank accounts.

Recommendation: The council leave a £5,000 buffer in both of the council's current accounts in case of any unexpected expenditure between Full Council meetings.

d) To note that the parish council are eligible under the FSCS (Financial Services Compensation Scheme) threshold.

The Clerk explained that the council was currently eligible under the FSCS for their funds in a bank account. It was noted that the FSCS threshold was currently £85,000. The Clerk advised that in the last financial year (2022/23) the council was not covered by this scheme due to the amount of income which was budgeted. It was noted that each year the council has to confirm that their budget is less than 500,000 Euros (£428,901) to be eligible for the scheme. While the council is eligible in this financial year, the Clerk warned members that if the council's income increased it may take the council over the threshold and; therefore, ineligible in other financial years.

The Clerk wished to make members aware that the council were not covered by the FSCS for the CCLA Public Sector Deposit Fund.

Members noted this.

351/23 To note advice received on providing grant funding to churches, following recent Levelling Up and Regeneration Bill

The Clerk advised that she had recently received some information following the levelling up bill on grant funding to churches. The advice received was not clear as to whether parish and town councils could now provide grant funding to churches. The Clerk took the opportunity during the internal auditor's visit to query him on his thoughts on this and he replied to say that if councils were now able to fund churches NALC (National Association of Local Councils) would have sent out a Legal advice note to councils. The Clerk confirmed that she had not received any advice from NALC on this matter.

Members acknowledged the information received around the recent levelling up bill relating to grant funding to churches; however, as there had been no official advice note sent out to councils on whether they could now fund churches they could only note this until further advice is received on this.

352/23 To note abrupt end of Bowerhill Sports Field waste contract and subsequent new contract put in place with Grist

The Clerk explained that at the last Asset Management meeting, officers were tasked with submitting a formal complaint to the waste contractor due to continuous issues with service. This action was undertaken; however, officers did not receive a reply to the complaint within the time frame they had detailed in the complaint letter. Because waste bags were stacking up outside of the bins in the pavilion car park, this was attracting rats, which the council was receiving complaints from hirers about. As officers had not received any reply to the formal complaint, they contacted the waste contractor by phone and got put through to the retention team, who explained that they were unable to take the waste due to the amount of dog waste it contained. A member of the retention team arranged to come out to the site with the collection crew to discuss the issue with officers. As a result of this site visit, the contractor confirmed that

they would be unable to take the amount of dog waste in the rubbish and, as a result, have terminated the contract without any penalty to the parish council.

As the contract was terminated without any notice, this left the pavilion without any commercial waste bins or collection, so officers contacted two waste companies to provide quotations for this service. For service continuity, the Clerk, in conjunction with the Chair of Asset Management, Councillor Baines, and Acting Council Chair Councillor Pafford (Councillor Glover was on holiday), made the decision to appoint Grist Environmental as the council's waste contractor. The agreement with Grist Environmental is as follows:

2x 1100l General Waste bins- £28 + VAT per empty- collection on a fortnightly basis
Daily rental is 5p+ VAT per day
Maximum weight 70kg
15p per kilo for excess weight

There is no contract length, the service can be stopped at any time; the council would just need to give the contractor 30 days' notice.

Members noted this.

353/23 To consider additional charges for the Campus and Pavilion broadband and line rental to cover equipment in case of an issue.

The Clerk explained that the council had recently received a letter from their broadband and line rental provider to offer cover for equipment in case of a fault. In the letter, it explained that BT Openreach was responsible for maintaining the phone network that our provider supplies to the council. This means that it is the responsibility of BT Openreach to send out an engineer when a fault occurs within the network. If the issue lies with the parish council's equipment, all charges will be passed on to the council, the cost for a call-out alone is £192 including VAT and £144 including VAT per hour thereafter. As a result of this, Onebill has implemented a solution to safeguard customers from any unexpected charges by introducing a business assurance scheme. The cost to the parish council will be £6.29 plus VAT per site per month which guarantees that all line charges will be fixed without any call-out charges or hourly fees etc.

The Clerk explained that this type of cover was with the previous provider to provide service continuity. As this is an increase to a direct debit payment the Clerk wanted to draw members' attention to the additional fees. Members agreed that this would be a good way forward to ensure that the council doesn't receive any unexpected costs if there was any breakdown with the council's line and broadband equipment.

Recommendation: The council approve the cost of £6.29 plus VAT per month for business assurance cover for both the Campus Office and Pavilion.

Meeting closed at 21.49pm

Signed.....
Chairman, Monday 22nd January 2024

DRAFT

**MELKSHAM WITHOUT PARISH
COUNCIL**

STATEMENT OF ACCOUNTS

AND

SUPPORTING STATEMENT

31ST MARCH 2024



Melksham without Parish Council Current Year
Income and Expenditure Account for Year Ended 31st March 2024

31st March 2023		31st March 2024
	Income Summary	
235,689	Precept	245,271
<u>235,689</u>	Sub Total	<u>245,271</u>
	Operating Income	
24,607	General Account Income	36,370
2,663	Parish Amenities	6,181
2,098	Community Support	7,752
11,525	Jubilee Sports Field Income	12,793
2,496	Allotment Income	2,760
12,014	CIL	85,028
425,998	S106	0
<u>717,090</u>	Total Income	<u>396,154</u>
	Running Costs	
22,957	Administration costs	17,465
119,803	Staffing	128,853
6,920	Council Office Costs	11,035
1,034,084	Parish Amenities	424,351
41,235	Community Support	75,653
31,682	Jubilee Sports Field Expenditu	39,199
3,170	Allotment Expenditure	2,199
<u>1,259,850</u>	Total Expenditure	<u>698,755</u>
	General Fund Analysis	
20,663	Opening Balance	44,130
1,259,850	Plus : Income for Year	396,154
<u>737,753</u>		<u>440,285</u>
1,259,850	Less : Expenditure for Year	698,755
<u>(522,097)</u>		<u>(258,470)</u>
(566,227)	Transfers TO / FROM Reserves	(317,007)
<u>44,130</u>	Closing Balance	<u>58,537</u>

Summary Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Committee Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>General Account</u>						
Income	380,602	386,841	6,239			98.4%
Expenditure	657,357	475,895	(181,462)	0	(181,462)	138.1%
Net Income over Expenditure	<u>(276,755)</u>					
plus Transfer from EMR	410,778					
less Transfer to EMR	102,575					
Movement to/(from) Gen Reserve	<u>31,448</u>					
<u>Jubilee Sports Field</u>						
Income	12,793	6,135	(6,658)			208.5%
Expenditure	39,199	33,714	(5,485)	0	(5,485)	116.3%
Net Income over Expenditure	<u>(26,406)</u>					
plus Transfer from EMR	12,604					
less Transfer to EMR	0					
Movement to/(from) Gen Reserve	<u>(13,802)</u>					
<u>Allotment Account</u>						
Income	2,760	2,513	(247)			109.8%
Expenditure	2,199	2,230	31	0	31	98.6%
Net Income over Expenditure	<u>561</u>					
plus Transfer from EMR	0					
Movement to/(from) Gen Reserve	<u>561</u>					
Grand Totals:-						
Income	396,154	395,489	(665)			100.2%
Expenditure	698,755	511,839	(186,916)	0	(186,916)	136.5%
Net Income over Expenditure	<u>(302,600)</u>	<u>(116,350)</u>	<u>186,250</u>			
plus Transfer from EMR	423,383					
less Transfer to EMR	102,575					
Movement to/(from) Gen Reserve	<u>18,207</u>					

Balance Sheet as at 31st March 2024

31st March 2023

31st March 2024

31st March 2023		31st March 2024	
Current Assets			
2,828	Debtors	5,794	
591	VAT Control A/c	2,084	
102,817	Current Account 02027655	43,276	
300,000	Fixed Term Deposit	0	
406,463	Unity Bank	52,319	
0	Instant Access Unity 20476339	408,835	
812,699			512,307
812,699 Total Assets		512,307	
Current Liabilities			
1,517	Creditors	5,098	
21,245	Accruals	19,507	
2,496	Receipts in Advance	2,763	
500	Holding Deposits	600	
25,759			27,967
786,940 Total Assets Less Current Liabilities		484,340	
Represented By			
44,130	General Reserves		58,537
348,374	New Hall Berryfield Contingenc		4,400
47,464	B'hill Sf Capital		40,463
6,000	Recr&Sport Facility Cntng		6,000
4,000	EMR Gen Highway/Footpath/L'ing		4,000
5,006	EMR Legal Fees		2,006
5,766	EMR Community Projects		8,376
36,442	Sandridge Solar Farm		46,796
14,000	Election Cntng		13,233
9,463	Staffing Cntng		463
4,400	Shaw Hall		4,400
40,000	Play Area Surf/Eqp Contingency		40,000
10,000	Shurnhold Fields Capital		10,000
28,471	Replacemnt/Renewal Council As.		24,376
30,243	New General Contingency Reserv		20,988
10,850	Defib & Battery Repalcement		10,850
26,571	CIL		59,335
21,068	Sports field Annual sum		15,464
80,008	EMR Shurnhold Fields project		76,102

18/04/2024

Melksham without Parish Council Current Year

13:15

Balance Sheet as at 31st March 2024

31st March 2023

31st March 2024

1,200	Photocopier Replacement	0
5,123	EMR 10% sharing Pot with MMTC	30,529
8,361	EMR SSE Grant for MCS	8,021
786,940		484,340

The above statement represents fairly the financial position of the authority as at 31st March 2024 and reflects its Income and Expenditure during the year.

Signed :
Chairman _____ Date : _____

Signed :
Responsible
Financial _____ Date : _____

Earmarked Reserves

Account	Opening Balance	Net Transfers	Closing Balance
321 New Hall Berryfield Contingenc	348,373.82	-343,973.82	4,400.00
326 B'hill Sf Capital	47,463.57	-7,000.60	40,462.97
328 Recr&Sport Facility Cntng	6,000.00		6,000.00
329 EMR Gen Highway/Footpath/L'ing	4,000.00		4,000.00
330 EMR Legal Fees	5,006.21	-3,000.00	2,006.21
332 EMR Community Projects	5,765.67	2,610.00	8,375.67
333 Sandridge Solar Farm	36,441.61	10,354.78	46,796.39
334 Election Cntng	14,000.00	-767.00	13,233.00
335 Staffing Cntng	9,463.34	-9,000.00	463.34
336 Shaw Hall	4,400.00		4,400.00
337 Play Area Surf/Eqp Contingency	40,000.00		40,000.00
338 Shurnhold Fields Capital	10,000.00		10,000.00
339 Replacemnt/Renewal Council As.	28,471.00	-4,095.00	24,376.00
340 New General Contingency Reserv	30,242.77	-9,255.09	20,987.68
341 Defib & Battery Replacment	10,850.00		10,850.00
342 CIL	26,571.36	32,763.91	59,335.27
343 Sports field Annual sum	21,068.00	-5,603.83	15,464.17
347 EMR Shurnhold Fields project	80,008.26	-3,906.76	76,101.50
349 Photocopier Replacement	1,200.00	-1,200.00	0.00
353 EMR 10% sharing Pot with MMTc	5,123.31	25,406.15	30,529.46
354 EMR SSE Grant for MCS	8,361.00	-340.00	8,021.00
	742,809.92	-317,007.26	425,802.66

**MELKSHAM WITHOUT PARISH COUNCIL
SUPPORTING STATEMENT FOR THE YEAR ENDING 31ST MARCH 2024**

1. ASSETS

Assets are defined as all items of land, buildings, vehicles, plant, and equipment. At 31st March 2023 the asset value was £1,150,955. During 2023/24 there were disposals of assets valuing £3,092 and new assets totalling £14,650 which gives a total asset value of £1,162,513 at 31st March 2024. During this financial year there were a few additions to the asset register such as a new defibrillator for Pathfinder Place, moveable goal posts for the Bowerhill Sports Field and a replacement bus shelter at Beanacre. In addition, the council adopted a new play area in Berryfield from the developers, known as Whitworth, which was added to the asset register for £1. Although, this play area has been added onto the asset register for £1 it is insured at a much higher value.

A full asset register is held by the parish council, which gives details of all the assets and the changes during the financial year. It also shows the insurance value of each item, as different from its asset value which is shown at its purchase price in line with statutory guidance. The assets were insured at a value of £2,734,644 from 1st June 2023 to 31st May 2024.

A summary of the assets held as at 31st March 2024 is detailed below:

Buildings	£801,483
Chain of Office/Chairman's Board	£1,380
Fencing/Gates	£22,934
Land	£37,254
Machinery/Tools	£364
Office Furniture/Equipment/Contents	£24,722
Outside Equipment	£3,307
Other Surfaces	£23,093
Sports Equipment	£14,889
Play Area & Playing Field Equipment/Safety Surfacing	£119,953
Street Furniture	110,634.00
RAF Memorial	£2,500
	<u>£1,162,513</u>

2. LEASES

Office and Meeting Space Lease: In August 2022 the parish council moved from their temporary office accommodation at the Bowerhill Sports Pavilion (parish council owned building) to dedicated office and meeting room space at the new Melksham Community Campus. The lease signed was for 10 years and runs until 31st July 2032. In this financial year, the total rent paid was £11,034.93, which was the proportion due from 1st March 2023 to 31st March 2024. The annual rent charge increases by £1,000 each year and are as follows:

Please note that each year of the lease term runs into two financial years; therefore, the figure detailed above for 2023/24 will be different to the figure listed below for the year 1st August 2023 to 31st July 2024.

1st August 2022 to 31st July 2023 (inclusive):	£10,373
1st August 2023 to 31st July 2024 (inclusive):	£11,373
1st August 2024 to 31st July 2025 (inclusive):	£12,373
1st August 2025 to 31st July 2026 (inclusive):	£13,373
1st August 2026 to 31st July 2027 (inclusive):	£14,373
1st August 2027 to 31st July 2028 (inclusive):	£15,373
1st August 2028 to 31st July 2029 (inclusive):	£16,373
1st August 2029 to 31st July 2030 (inclusive):	£17,373
1st August 2030 to 31st July 2031 (inclusive):	£18,373
1st August 2031 to 31st July 2032 (inclusive):	£19,373

Beanacre Play Park Lease: In September 2005, the Council completed a 99-year lease with the Salisbury Diocese for an area of land at Beanacre to install a new Play Area, with a peppercorn rent per annum payable to St Barnabas Church. The peppercorn rent payable for the first 5 years of the lease was £10 per annum with a rental review by the Church required to take place every 5 years. Up until the 2023/24 financial year the rental review had not taken place by St Barnabas Church, and as such the parish council have continued to pay £10 per year. This has been identified and rectified in the 2023/24 financial year with the parish council paying the £78.64 shortfall. For the current 5-year term from 2020-2025 the annual amount rent due is £23.93 per annum. A memorandum to this Lease was added in January 2010 to give vehicular right of way to a double access gate for grass cutting and to adjust mowing arrangements re the church car park.

Shaw Village Hall Lease: A new lease was drawn up between the Parish Council and the Shaw Village Hall Committee for a 14-year term, which was signed in April 2011. Under the terms of the new lease, an annual peppercorn rent of £10 is be due to the Parish Council, payable in advance on the 1st April each year; this commenced on 1st April 2011.

Allotment Sites, Berryfield & Briansfield: On 16th March 2011 Farm Business Tenancies were signed for the land the Council rents from a local landowner and also for the land that the same landowner rents from the Council (see 6. Tenancies). A Pre-emption agreement was also signed, in which the local landowner agreed to grant first option to the Parish Council to purchase the land it current leases under its new Farm Business Tenancy agreement, if he decides to sell the land at a future date. The Pre-Emption agreement on his title has been registered with the Land Registry. This is the land that the Parish Council uses for the Allotment Site known as Briansfield. The Farm Business Tenancies expired on 16th March 2016 and have not been renewed as they continue after the term expiry date as a statutory periodic tenancy from year to year, which is what both parties wanted to achieve at this stage i.e.: to continue as they are but with the ability to end the agreements with a year's notice. This way forward was considered best by both parties at present due to the uncertainty moving forward with any plans for enabling development for the "Melksham Link" canal project that may come forward. The parish council considered this again at their Asset Management Committee on the 12th February 2024 (min.413/23e) and confirmed to continue with this way forward.

In addition, the Parish Council has some leases for devolved service for play areas owned by Wiltshire Council, for a period of 6 years and 9 months. The parish council are currently in the process of taking on the

freehold of both Kestrel Court and Berryfield play areas. Although, the Berryfield play area is subject to be part of the Wilts & Berks Canal Melksham Link project, and the community asset transfer of that piece of land has been identified for transfer to the Wilts & Berks Canal Trust the council feel that as they would own the play area it will allow them to budget accordingly.

Berryfield Village Hall Lease: Following the completion of building works on Berryfield Village Hall, the hall was handed over to the parish council from the contractors on 5th September 2022. On 16th November 2022 the parish council set up the first inaugural meeting to form a new management committee to undertake the day to day running of the hall. A lease was drawn up between the parish council and the Berryfield Village Hall Trust for a 125-year term and signed at the Full Council meeting on 20th February 2023. Under the terms of the new lease, an annual peppercorn rent of £10 is due to the Parish Council, payable on 25th March each year with a rent review on the fifteenth anniversary of the rent commencement date. The new Trust took responsibility of the building and opened their doors to hirers on 21st February 2023.

The following table lists all the land that the parish council has an interest in, whether leased or owned.

Your Ref	UPRN	Address	Leasehold/ Freehold	Comments
Berryfield Allotment	010014605796	Land North West Of 606c, Berryfield Lane, Melksham, Wiltshire, SN12 6EL	Leased Under Farm Business Tenancy	Registered Title: WT182400
Brainsfield Allotment	200001306521	Land At Berryfield Lane, Melksham, Wiltshire, SN12 6EH	Leased Under Farm Business Tenancy	Registered Title: WT86100
Parish Council owned farm land		Land To Rear Of 611 Berryfield Lane, Melksham, Wiltshire, SN12 6EL	Freehold, and leased to other party under Farm Business Tenancy	
Kestrel Court	200001306398	Land At Kestrel Court, Bowerhill, Melksham, Wiltshire, SN12 6SY	Devolved service lease from Wiltshire Council	WT15924
Shaw Village Hall	200001307391	Village Hall, The Beeches, Shaw, Melksham, Wiltshire, SN12 8EP	Freehold and leased to Management Committee to run on Council's behalf	New to do Shaw Land Registry
Shaw Play area & MUGA	010008202315	Recreation Ground, The Beeches, Shaw, Melksham, Wiltshire, SN12 8EP	Freehold and leased to	Due to the Health & Safety of the play area this is

(Multi Use Games Area)			Management Committee	maintained, inspected and insured by the Parish Council
Shaw Playing Field		Recreation Ground, The Beeches, Shaw, Melksham, Wiltshire, SN12 8EP	Freehold and leased to Management Committee to run on Council's behalf	
Bowerhill Pavilion	010091542306	Pavilion Adjacent To Westinghouse Way, Bowerhill, Melksham, Wiltshire, SN12 6TL	Freehold	Registered Title: WT273424
QEII Diamond Jubilee Bowerhill Sports Field & MUGA (Multi Use Games Area)	010008202580	Bowerhill Sports Field, Westinghouse Way, Bowerhill, Melksham, Wiltshire, SN12 6TL	Freehold Registered as a Field in Trust (Diamond Jubilee Field)	
Berryfield Park Play Area		Berryfield Park, Melksham, Wiltshire, SN12 6EE	Devolved service lease from Wiltshire Council	There is no UPRN allocated to this piece of land. NB: This includes the land that the teen shelter and MUGA is on, and the land that the "old portacabin" village hall was sat on (ref 010008202014, demolished 05/12/22).
Hornchurch Road MUGA (Multi Use Games Area)	200001305236	Land Adjacent to Hornchurch Road, Bowerhill, Melksham, Wiltshire, SN12 6QR	Land owned by Wiltshire Council	Registered Title: WT295277 The MUGA is inside the Boundary of this UPRN
Hornchurch Road Play Area	200001305236	On Land Adjacent to Hornchurch Road, Bowerhill, Melksham, Wiltshire, SN12 6QR	Land transferred to Melksham Without Parish Council in April 2018 from Bloor	Registered Title: WT203411 "Part of land on west side of Bowerhill lane, Bowerhill, Melksham". The Play Area is inside the

				Boundary of this UPRN.
Beanacre Play Area	010008201552	St Barnabas Church Field, Beanacre, Melksham, Wiltshire, SN12 7PT	Leased from Salisbury Diocese via St Barnabas Church	
Shurnhold Fields		Ex George Ward School Playing fields, Land to the North of Dunch Lane, Melksham, Wiltshire, SN12 8DQ	Land transferred to Melksham Without Parish Council in March 2019	Registered Title: WT444026 Joint project with Melksham Town Council, land in Melksham Without Parish Council name as lead council on project
Berryfield Village Hall		Land at Telford Drive, Berryfield, SN12 6GF	Land transferred to Melksham Without Parish Council in October 2021 from Bellway. Building leased to Management Trust to run on Council's behalf as of 21 st February 2023	Registered Title: WT433346
Whitworth Play Area		Smeaton Way, Berryfield, Melksham SN12 6GG	Land transferred to Melksham Without Parish Council in April 2023 from Bellway Homes	

3. TENANCIES

During the year 2023/24 the following tenancies were held for Allotments:

Council as Landlord

- a) The Council is the landlord for 3.9 acres (1.58 hectares) land rented from the Council by a local landowner. Under the Farm Business Tenancies that were signed on the 16th March 2011, (expired 16th March 2016), it has been agreed that no rent shall be paid as each Farm Business Tenancy is made in consideration of each and therefore no rent is due for collection for 2023/24.

- b) The Council is the landlord to the Allotment tenants for Berryfield Allotments with 35 current tenants and for Briansfield Allotments with 36 current tenants. Details of agreement terms and tenancies are given in the Council Allotment Register. The Allotment rent applicable for the Allotment Year commencing 1st October 2022 to 30th September 2023 was £30 for 5 perches and £35 for 5 perches from 1st October 2023 to 30th September 2024. Vacant plots are let in conjunction with the waiting list and plots are given to Tenants from outside the parish boundary, if there are no residents on the waiting list. For existing Tenants from outside the parish boundary the rent will continue to be 2 x standard rent unless as a result of the boundary review under the Community Governance Review which came into effect 1st April 2018.

Council as Tenant

The Council is the tenant for the land rented from a landowner at Berryfield for Berryfield and Briansfield Allotments. Under the Farm Business Tenancies that were signed on the 16th March 2011, (expired 16th March 2016) it has been agreed that no rent shall be paid as each Farm Business Tenancy is made in consideration of each and therefore no rent was due for collection for 2023/24.

4. BORROWINGS

As part of the new Bowood View development in Berryfield there was the provision in the S106 agreement for a new village hall, with either the developers building this themselves whilst on site or transferring a specified amount to the parish council. Unfortunately, the developers did not wish to construct this themselves and therefore opted to transfer the £500,000 index linked, as stated in the S106, for the parish council to build this themselves. The parish council went out to tender for this project in March 21, with this being overseen by the project manager for the project Arthur Williams.

Following this process, the parish council felt that for ease of cash flow and the fact that they wished for the construction to go ahead while construction was underway in the development, they should apply for a public works loan. In May 2021, the parish council consulted residents of the parish on their intention of applying for a public works loan for this project.

Following the public consultation, in June 2021 the parish council resolved at their Full Council meeting to apply for a public works loan totalling £495,000 over a 5-year period at a fixed rate term. In September 2021 the parish council received notification from the Public Works Loan Board that their application for £495,000 over a five-year period using EIP (Equal Instalments of Principal) repayments had been accepted.

At the Full Council meeting on Monday 13th December 2021 (Min. 212/21d) the parish council resolved for the loan application to be signed by the Chairman and Clerk.

As detailed above, the parish council took out a public works loan to aid cash flow while waiting for income from the section 106 agreement for the hall and CIL (Community Infrastructure Levy) that had been agreed to be used for the construction of the hall. In January 2024, some CIL was received from the new Buckley Garden Development on Semington Road, which, therefore, meant that the council had enough funds available in the Berryfield Village Hall reserve to pay back the public works loan in full. The council had contacted the Public Works Loan Board to ascertain whether

there was any benefit or penalty to the council if they paid the loan back early. They had confirmed that it depended on interest rates at the time the council wished to pay back the loan in full, but advised that if the council wished to pay off the loan at the time of the enquiry, there would be a discount of c£11,000. At the Full Council meeting held on the 22nd January 2024, the council approved repaying the outstanding public works loan amount three years early (min. 388/23c). It was confirmed that the total final amount due to be paid back on the loan was £286,482.80, which was paid on the 25th January 2024 giving a total discount of £11,781.90 on the loan amount.

The council have made the following loan repayments in 2023/24:

£ 49,500.00	Capital Loan repayment	(25 th September 2023)
£ 2,165.63	Interest Payment	(25 th September 2023)
£285,388.18	Capital Loan repayment	(25 th January 2024)
£ 1,265.00	Interest Payment	(25 th January 2024)

Total Capital Loan repayment 2023/24	£334,88.18
Total Interest Payments 2023/24	£3,430.63

As at 31st March 2024 the outstanding capital works loan amount is £0.00

5. SECTION 137 PAYMENTS

At the Full Council meeting on 24th January 2022 the parish council resolved and confirmed that they met the eligibility criteria for the General Power of Competence (Min.391/21). The Localism Act 2011 gives councils the power to do anything an individual can do provided that it is not prohibited by other legislation. As the council now holds the General Power of Competence it is not restricted to a maximum level of expenditure under the Local Government Act 1972, s137.

6. AGENCY WORK

The Council is currently not involved in agency work.

7. FINANCIAL PARTNERSHIP

The Council worked on several joint ventures with Melksham Town Council and contributed £7,621.66 for the joint Neighbourhood Plan (a 30% share). The joint Melksham Neighbourhood Plan received £560 of Locality grant funding in 2023/24 which was held and drawn down from the Melksham Town Council bank account, as lead Council on the project.

The parish council had also agreed to pay towards the maintenance and running costs of the Market Place public conveniences. In 2023/24 the parish council agreed to pay £5,000 towards the maintenance and running costs of the toilets.

The parish and town councils continued work on their joint project to develop the ex-George Ward secondary school playing fields (one field in each parish) from Persimmon Homes. The project plan is to develop the fields into a more usable public open space, and have been named "Shurnhold Fields". The parish council is the lead council for this project, and therefore the land was transferred legally to the parish council and came with an open space maintenance contribution of £97,834 of which £2,500 was for legal fees. This

is for maintenance costs in perpetuity and is held in a ringfenced Reserve by the parish council. The spend in 2023/24 on this project was £3,906.76 from the open space maintenance contribution Reserve, with no capital items being purchased for the open space in this financial year. This leaves the total amount standing in the reserve at £76,101.50 as at 31st March 2024.

The parish council are jointly working with Melksham Town Council and Age UK Wiltshire for the provision of the Melksham Community Support Service to support residents in the town and parish. For 2023/24 the total cost of the project was £23,000 with both councils each agreeing to fund 50% of the cost (£11,500 each). Both councils jointly applied to the Melksham Area Board's Health & Wellbeing fund and was successfully awarded £5,000 towards the project costs; this was paid to the parish council who transferred £2,500 to the town council as their share. The total parish council contribution towards this project in 2023/24 was £9,000 with the remaining £2,500 being funded by the grant as detailed above.

The parish council is working jointly with Melksham Town Council to put into place a robust emergency plan to be implemented in the event of a civil emergency. This follows on from the work undertaken by both councils during the Covid-19 pandemic lockdown, where a community support scheme was set up to help residents in the community. This scheme has now closed down; however, the objective for both councils is to have a similar system in place for emergency situations such as adverse weather or another pandemic. In the 2022/23 financial year, both councils jointly applied for some funding from the SSEN Resilient Communities Fund for this project for 3 years, and were successful in receiving £8,361 in funding, which Melksham Without Parish Council holds in their reserves. Some of this funding is towards the line rental of the emergency number and the online database licence. There are also plans for the emergency phone number to be printed on fridge magnets and to be distributed to all residents of Melksham Town and Melksham Without so that the number is available in the event of a civil emergency, which some of the funding received will be used for. In the 2023/24 financial year, £340 was spent from this reserve, which was for the Melksham Community Support database licence.

The parish council is working jointly with Melksham Town Council for the provision of real time information around the town and parish. Wiltshire Council currently has a scheme in place that provides 50% of funding for real time information. Since July 2021, Melksham has had a joint Neighbourhood Plan which means that both councils receive an additional 10% of Community Infrastructure Levy (CIL) funding on new housing developments that are applicable for CIL. It has been agreed by both councils that the additional 10% of CIL received should go into a sharing pot for agreed joint projects across the town and parish. The parish council holds a separate CIL reserve for this funding to ensure that the 10% is properly accounted for in the council's accounts. A CIL sharing working party has been set up with members from both councils agreeing suitable uses for this CIL, with real time information currently being the only project agreed. In the 2023/24 financial year, the total amount spent on the real time information project was £8,605.02, with Wiltshire Council providing 50% funding towards each real time information installation. This was £2,868.35 for the bus shelter at Mitchell Drive, Bowerhill, and £5,736.67 for two bus shelters at Kestrel Court, Bowerhill. As at 31st March 2024, the reserve for the parish council's 10% share of CIL stands at

£30,529.46 with Melksham Town Council holding their 10% share in their accounts at year end.

8. ADVERTISING AND PUBLICITY NEWSLETTERS

The following costs were incurred during the year, and spent with the Melksham Independent News:

£297.40 Advertising
£495.00 Quarterly Newsletters

9. MEMBERS' ALLOWANCES

The Council pays the Chairman an allowance and normally increases it by the same percentage as the staff increase each year which is agreed by the National Joint Council for Local Government Services (NJC). In this financial year the staff were awarded a flat rate amount, which meant that each employee, depending on their pay scale had a different percentage increase. In 2023/24 the Chairman received an allowance of £920. This was an increase of 5.76% which is the increase that Wiltshire Council applied to their member allowances, and was the average increase for their staff using the same flat rate NJC award. The parish council have regard to what Wiltshire Council award their members, as the local Pay Authority, for the setting of its own member allowances.

10. SUPERANNUATION

The parish council participate in the Wiltshire Pension Fund and has operated a Superannuation Scheme for employees since 22nd June 1999. The cost of Employer Superannuation during 2023/24 was £19,455.42 for three of the Council's five employees (two employees have opted out of the scheme).

11. VAT

The VAT incurred for the financial year 2023/24 was £22,174.55. To minimise the burden of VAT upon certain public bodies and the taxpayers who fund them, Section 33 of the VAT Act 1994 includes special provisions under which these bodies can claim a refund of the VAT they have incurred on their non-business activities. £20,090.57 (Qtr. 1, 2 & 3) was refunded in 2023/24 and the remaining £2,083.98 (Qtr.4) was refunded on 2nd May 2024.

With regard to the expenditure for the Bowerhill Sports Field, the Council is able to recover all the VAT that it incurs in respect of the land as an "Open Space" as this constitutes a "non-business" activity. The recovery of the VAT that the Council incurs in respect of the hiring out of the "Sports Field & Pavilion" is recoverable following the conclusion of the Chelmsford, Midlothian and Mid-Ulster legal cases against HMRC on this issue. It is now recognised that when councils provide sports and leisure activities it is done so under a special legal regime which in principle allows these activities to be treated as non-business provided that they do not cause a significant distortion of competition. As per the VAT [VATGPB8410](#) notice last updated 15th November 2023, sports lettings for clubs, community groups and businesses are treated as a non-business activity. This, therefore, means that Melksham Without Parish Council is able to recover any VAT incurred on costs relating to the maintenance of the sports field and pavilion as well as not charge any VAT on any income received for the hire of the facility. The income for paid use of the facilities was £12,793 with the facilities also used as public open space.

During 2015/2016 the Council applied and received from HMRC a dispensation from registering for VAT as supplies are infrequent and the value of supplies is small.

12. (CIL) COMMUNITY INFRASTRUCTURE LEVY:

There is a legal requirement for the Parish Council to publish and inform Wiltshire Council as the Local Authority, what it has spent any CIL monies on.

CIL income received in 2023/24

Land adjacent 1 Eden Grove, Whitley (PL/2023/00625)	£ 1,200.78
Land at Semington Road (Buckley Gardens) (PL/2022/02749)	£82,327.17
63 Shaw Hill, Shaw (19/00221/FUL)	£ 1,500.00
Total	<u>£85,027.95</u>

The Melksham Neighbourhood Plan was adopted on 8th July 2021 which means that there is an additional 10% CIL payable to the parish council on any new developments in the parish (25% in total). To benefit from the additional CIL the Neighbourhood Plan has to have been adopted before Wiltshire Council receive any CIL receipts from developments. It has been agreed that due to the fact that the Melksham Neighbourhood Plan was a joint partnership between Melksham Town Council and the Parish Council, the additional 2/5 (10% of overall CIL paid to Wiltshire Council) that both councils receive on any future development will be put into a sharing pot for joint projects.

For 2023/24 the additional 10% applied to all of the developments that the parish council received CIL monies for during the year. This means that the total amount of CIL transferred into the 10% CIL sharing Reserve in 2023/24 was £34,011.18, the breakdown of these figures is detailed below:

Development	MWPC share	10% sharing pot
1 Eden Grove	£ 720.47	£ 480.31
Buckley Gardens	£49,396.30	£32,930.87
63 Shaw Hill	£ 900.00	£ 600.00
Total	<u>£51,016.77</u>	<u>£34,011.18</u>

CIL spent in 2023/24

LHFIG Contributions	£4,460.36
Replacing Wiltshire Council bins	£ 358.81
Drinking water fountain installation	£ 875.00
Total spend from CIL	<u>£5,694.17</u>

Transfers to Earmarked Reserve:

10% CIL Sharing pot with Melksham Town Council	£34,011.17
Berryfield Village Hall	<u>£12,558.69</u>
	<u>£46,569.86</u>

CIL Reserve as at 1st April 2023

CIL Reserve as at 1 st April 2023	£26,571.36
CIL income received in 2023/24	£85,027.95 (25% CIL)
CIL spent in 2023/24	- £ 5,694.17
CIL transferred to Earmarked Reserves	- <u>£46,569.86</u>
CIL Reserve as at 31st March 2024	<u>£59,335.27</u>

For clarity, the amount shown in the CIL 10% sharing pot reserve is shown below:

CIL 10% Sharing pot reserve as at 1st April 2023	£ 5,123.31
CIL income transferred into this reserve 2023/24	£34,011.17
CIL spent in 2023/24	- £ 8,605.02
CIL 10% Reserve as at 31st March 2024	£30,529.46

**Total amount of CIL as at 31st March 2024
in both CIL reserves** **£89,864.73**

13. SANDRIDGE SOLAR FARM COMMUNITY FUNDING:

The Community Benefit from Sandridge Solar Farm is £1million over 25 years, which equates to £40,000 per year. This amount is divided between the parishes surrounding it, proportionately calculated by the number of dwellings within a 2.75km radius of the centre of the Solar Farm. It has always been difficult to estimate how much funding the council would receive each year, as it was previously thought that the income fluctuated depending on the number of dwellings within the radius of the solar farm. In the 2023/24 financial year, the council received clarification from Foresight, the current owners of the solar farm, on how the income for each parish is calculated and whether this is recalculated each time a new development is built within the boundary. It has been confirmed that the income amount is only recalculated when there is a boundary change, not when new houses are built within the boundary. Within the agreement, there is a requirement for the Parish Council to report back to Sandridge Solar Farm owners what they have spent the funding on.

The Sandridge solar farm funding received in 2023/24 was a one-off payment of £17,547.41. This fund was spent on the following in 2023/24:

Tree inspections and work	£1,786.00
Repairs and maintenance	£1,089.00
Weedspraying	£3,438.00
Street Furniture	£ 879.63
TOTAL SPEND IN 2023/24	£7,192.63

Solar Fund Reserve as at 1st April 2023	£36,441.61
Solar Fund Reserve income received in 2023/24	£17,547.41
Soar Fund Reserve spent in 2023/24	- <u>£ 7,192.63</u>
Solar Fund Reserve as at 31st March 2024	£46,796.39

14. RESERVES:

The Parish Council is required to maintain adequate financial reserves to meet the needs of the organisation and has a Reserves Policy that sets out how the Council determines and reviews the level of such reserves and how they will be used. Reserves are categorised as **earmarked** (held for a specific purpose), or **general** (held to cushion the impact of uneven cash flows or unexpected events). The Parish Council has agreed that these Reserves shall be further classed as either **Short Term** (for use within 3 years), **Medium Term** (for use over 3 years) and **Ring Fenced** (can only be used for specific projects or assets).

Earmarked Reserves as at 1st April 2023	£742,809.92
Less Spend from Earmarked Reserves during 2023/24	- £423,382.61

Plus Funds transferred to Earmarked Reserve 2023/24 £106,375.36
Earmarked Reserves as at 31st March 2024 £425,802.67

General Fund as at 31st March 2024 £ 58,537.00
TOTAL RESERVES as at 31st March 2024 £484,339.67

Ear Marked Reserve Analysis as at 31st March 2024:

ACTUAL AS AT 31 MARCH 2024	COUNCIL RESERVES	COMMITTED 2024/25 (Refer to "spending from reserves")	CONTINGENCY	SHORT TERM Up to 3 years	MEDIUM TERM CAPITAL REPLACEMENT Over 3 years	RINGFENCED for specific use due to legal agreement from funding source
£4,400.00	New Hall, Berryfield	£0.00	£4,400.00			
£4,400.00	Shaw Hall	£0.00	£4,400.00			
£40,462.97	B'hillsSports Field & Pavilion maintenance. LONG TERM REPLACEMENT OF CAPITAL ITEMS	£2,000.00	£8,462.97	£20,000.00	£10,000.00	
£15,464.17	B'hillsSports Field & Pavilion maintenance	£2,000.00	£13,464.17			
£40,000.00	Replacement Play Area Safety Surfacing & Equipment LONG TERM CAPITAL REPLACEMENT	£20,000.00	£20,000.00			
£10,000.00	Shurnhold Fields (ex George Ward Playing Field) project CAPITAL	£10,000.00				
£6,000.00	Recreation & Sports Facility Enhancement		£6,000.00			
£10,850.00	Defibrillator replacement		£850.00	£10,000.00		
£4,000.00	General Highway & Footpath / Lighting		£4,000.00			
£2,006.21	Legal fees		£2,006.21			
£8,375.67	Community Projects/Match Funding		£8,375.67			
£13,233.00	Elections		£13,233.00			
£463.34	Contingency - staffing		£463.34			
£24,376.00	Contingency - replacement / renewal of council assets	£6,000.00	£8,376.00	£10,000.00		

	(including Wiltshire Council assets) and instead of insuring low value street furniture items TO BE RENAMED STREET FURNITURE RESERVE					
£20,987.68	General Contingency	£20,987.68				
£59,335.27	CIL (Community Infrastructure Levy) ringfenced funding	£32,800.00		£26,535.27		£59,335.27
£30,529.46	New Reserve: CIL 10% SHARING POT WITH MTC SO RING FENCED	£20,200.00		£10,329.46		£30,529.46
£46,796.39	Sandridge Solar Farm Community Funding	£46,796.39				£46,796.36
£76,101.50	Shurnhold Fields Open Space Maintenance Contribution RINGFENCED	£10,400.00	£3,000.00	£32,000.00	£30,701.50	£76,101.50
£8,021.00	NEW RESERVE - To show SSEN reserve received for MCS in Emergency Plan mode as RINGFENCED	£7,861.00		£160.00		£8,021.00
£425,802.66		£179,045.07	£97,031.36	£109,024.73	£40,701.50	£220,783.59
				£425,802.66		

Signed

Council Chair

.....
Responsible Financial Officer

Dated

.....

Melksham Without Parish Council

First Floor, Melksham Community Campus, Market Place, Melksham, SN12 6ES

01225 705700 www.melkshamwithout-pc.gov.uk

Clerk & Responsible Financial Officer: Teresa Strange Email: clerk@melkshamwithout-pc.gov.uk

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>110 General Account Income</u>							
1076 Precept	245,271	245,271	(0)			100.0%	
1080 Bank Interest Received	15,600	2,500	(13,100)			624.0%	
1100 Grants and Donations RCVD	3,000	12,500	9,500			24.0%	
1120 Shaw VH and Playing Field-Rent	20	20	0			100.0%	
1130 Photocopying and YE Account Sa	52	50	(2)			104.1%	
1140 Solar Farm Community Fund	17,547	27,000	9,453			65.0%	17,547
1155 Refreshment contribution	150	0	(150)			0.0%	
1430 Wessex Water Compensation	0	5,000	5,000			0.0%	
General Account Income :- Income	281,641	292,341	10,700			96.3%	17,547
Net Income	281,641	292,341	10,700				
6001 less Transfer to EMR	17,547						
Movement to/(from) Gen Reserve	264,093						
<u>120 Administration costs</u>							
4070 Chairs Allowance	994	900	(94)		(94)	110.5%	
4080 Members Training	45	180	135		135	25.0%	
4090 Members Expenses	0	50	50		50	0.0%	
4100 Audit Fees	2,890	2,600	(290)		(290)	111.2%	
4110 Elections	767	0	(767)		(767)	0.0%	767
4120 Postage	893	600	(293)		(293)	148.8%	
4130 Photocopying	1,057	750	(307)		(307)	140.9%	
4140 Bank Charges	157	185	28		28	84.6%	
4150 Admin and Stationery	952	500	(452)		(452)	190.3%	
4155 Refreshments Comm Events	214	150	(64)		(64)	142.7%	
4160 Minute Books Binding	0	750	750		750	0.0%	
4175 Email & Cloud hosting	1,209	1,200	(9)		(9)	100.7%	
4180 IT Support	0	300	300		300	0.0%	
4185 Accountancy Support	1,051	975	(76)		(76)	107.8%	
4190 Telephone/Broadband/Line Rent	858	850	(8)		(8)	100.9%	
4200 Room Hire/Zoom	156	300	144		144	52.0%	
4210 Safety/PAT Check	84	150	66		66	55.8%	
4220 Chairman's Brd/Chain of Office	0	200	200		200	0.0%	
4230 Advertising	297	500	203		203	59.5%	
4240 Quarterly Newsletter	495	2,000	1,505		1,505	24.8%	
4250 Land Search Fee	79	50	(29)		(29)	158.0%	
4351 New Equip & Furniture	2,186	1,200	(986)		(986)	182.1%	2,087
4370 Cleaning Materials	49	50	1		1	97.4%	
4390 Professional Services	3,000	0	(3,000)		(3,000)	0.0%	3,000

Continued over page

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4391 GDPR Compliance	35	35	0		0	100.0%	
Administration costs :- Indirect Expenditure	17,465	14,475	(2,990)	0	(2,990)	120.7%	5,854
Net Expenditure	(17,465)	(14,475)	2,990				
6000 plus Transfer from EMR	5,854						
Movement to/(from) Gen Reserve	(11,611)						
<u>130 Staffing</u>							
4000 Clerk's Salary	█	█	█		█	█	█
4010 Finance & Amenities Officer Sa	█	█	█		█	█	█
4020 Parish Officer Salary	█	█	█		█	█	█
4041 NI - EmployER	10,192	9,800	(392)		(392)	104.0%	392
4045 Superannuation - EmployER	19,455	17,338	(2,117)		(2,117)	112.2%	2,117
4048 Office Staff Mileage & Parking	12	150	138		138	7.8%	
4055 Staff Training	435	200	(235)		(235)	217.5%	235
4060 Staff DBS	0	100	100		100	0.0%	
Staffing :- Indirect Expenditure	128,853	116,770	(12,083)	0	(12,083)	110.3%	12,321
Net Expenditure	(128,853)	(116,770)	12,083				
6000 plus Transfer from EMR	12,321						
Movement to/(from) Gen Reserve	(116,532)						
<u>140 Council Office Costs</u>							
4270 Office Rent - Campus	11,035	11,373	338		338	97.0%	
Council Office Costs :- Indirect Expenditure	11,035	11,373	338	0	338	97.0%	0
Net Expenditure	(11,035)	(11,373)	(338)				
<u>142 Parish Amenities</u>							
1440 Shurnhold Fields Income	0	13,500	13,500			0.0%	
1460 Insurance Claim	1,011	0	(1,011)			0.0%	
1470 Berryfield Village Hall Reimbu	4,210	0	(4,210)			0.0%	
1475 Room Hire Reimburse	60	0	(60)			0.0%	
1490 Memorial Street Furniture	900	0	(900)			0.0%	
Parish Amenities :- Income	6,181	13,500	7,319			45.8%	0
4049 Defibrillator	4,288	12,430	8,143		8,143	34.5%	
4050 Caretaker Travel Allowance	570	570	0		0	100.0%	
4051 Caretaker Mileage & Parking	578	500	(78)		(78)	115.7%	
4281 Insurance	3,611	5,234	1,624		1,624	69.0%	

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4385 Play Area Safety Surface Clean	0	4,050	4,050		4,050	0.0%	
4400 Play Area - Grass Cutting	4,986	3,387	(1,599)		(1,599)	147.2%	
4409 Hornchurch Road Public Open Sp	2,156	2,156	(0)		(0)	100.0%	
4410 ROSPA Inspections	1,636	1,613	(23)		(23)	101.4%	
4415 Tree Inspections and Work	2,146	2,300	154		154	93.3%	1,786
4420 St Barnabas Annual Rent	89	10	(79)		(79)	886.4%	
4460 Caretaker Salary	█	█	█		█	█	
4490 Repair & Maintenance - Parish	2,274	3,904	1,630		1,630	58.2%	1,089
4500 Weedspraying	3,438	2,684	(754)		(754)	128.1%	3,438
4510 LHFIG Contributions	4,460	25,000	20,540		20,540	17.8%	4,460
4540 Speed Indicator Device	405	4,338	3,933		3,933	9.3%	
4545 New Bus Shelter	4,095	16,500	12,405		12,405	24.8%	4,095
4560 Shaw & Whitley Flood Resource	104	500	396		396	20.7%	
4575 Play Areas	13,331	18,700	5,369		5,369	71.3%	
4576 Drinking Water Fountains	875	0	(875)		(875)	0.0%	875
4582 New Berryfield Village Hall Pr	18,760	11,719	(7,041)		(7,041)	160.1%	18,384
4583 PWL Capital Payment	335,983	99,000	(236,983)		(236,983)	339.4%	335,983
4584 PWL Interest Payment	2,166	4,022	1,856		1,856	53.8%	2,166
4590 Street Furniture	1,321	3,000	1,679		1,679	44.0%	880
4600 Bus Shelters Cleaning	300	1,100	800		800	27.3%	
4780 Play Area - Bin Emptying	1,605	950	(655)		(655)	168.9%	
4785 Replacing Wiltshire Council bi	359	2,000	1,641		1,641	17.9%	359
4820 Shurnhold Fields Project	3,907	2,000	(1,907)		(1,907)	195.3%	3,907
4825 Shurnhold Fields CAPITAL Expen	0	27,000	27,000		27,000	0.0%	
Parish Amenities :- Indirect Expenditure	424,351	265,642	(158,709)	0	(158,709)	159.7%	377,421
Net Income over Expenditure	(418,170)	(252,142)	166,028				
6000 plus Transfer from EMR	377,421						
Movement to/(from) Gen Reserve	(40,749)						
<u>170 Community Support</u>							
1480 Neighbourhood Plan Income	2,752	0	(2,752)			0.0%	
1485 Grants	5,000	0	(5,000)			0.0%	
Community Support :- Income	7,752	0	(7,752)				0
4610 Section 137 Grant	18,190	17,000	(1,190)		(1,190)	107.0%	1,190
4620 Village Hall Grants	16,300	20,000	3,700		3,700	81.5%	
4630 Other Grants (TIC - Section 14	600	700	100		100	85.7%	
4650 Subscriptions	2,103	1,935	(168)		(168)	108.7%	
4670 Melks Public Toilets Contrib	5,000	7,500	2,500		2,500	66.7%	
4675 Real Time Information- Bus She	8,605	7,000	(1,605)		(1,605)	122.9%	8,605

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4680 Neighbourhood Plan	10,374	2,000	(8,374)		(8,374)	518.7%	5,047
4685 Melksham Community Support	14,141	11,500	(2,641)		(2,641)	123.0%	
4686 Melksham Emergency Support	340	0	(340)		(340)	0.0%	340
Community Support :- Indirect Expenditure	75,653	67,635	(8,018)	0	(8,018)	111.9%	15,182
Net Income over Expenditure	(67,901)	(67,635)	266				
6000 plus Transfer from EMR	15,182						
Movement to/(from) Gen Reserve	(52,718)						
<u>210 Jubilee Sports Field Income</u>							
1210 Football Bookings	10,288	6,000	(4,288)			171.5%	
1260 Hire of Lounge/Kitchen Area un	105	135	31			77.4%	
1270 Pavilion & Field Grants	2,400	0	(2,400)			0.0%	
Jubilee Sports Field Income :- Income	12,793	6,135	(6,658)			208.5%	0
Net Income	12,793	6,135	(6,658)				
<u>220 Jubilee Sports Field Expenditu</u>							
4212 Safety/PAT Check - % JSF Use	3,110	3,568	458		458	87.2%	
4282 Insurance - % JSF Use	576	5,024	4,448		4,448	11.5%	
4302 Electricity - % JSF Use	1,916	2,000	84		84	95.8%	
4312 Gas - % JSF Use	1,598	3,000	1,402		1,402	53.3%	
4322 Water and Sewage - % JSF Use	573	450	(123)		(123)	127.3%	
4381 Cleaning Contractor - % JSF Us	2,298	2,750	452		452	83.5%	
4384 WiFi & Line- Pavilion	330	264	(66)		(66)	125.1%	
4401 JSF Grass Cutting/Line Marking	9,137	9,414	277		277	97.1%	
4405 JSF Hedge Maintenance	0	578	578		578	0.0%	
4700 Grass Cutting extra to Cntrct	450	0	(450)		(450)	0.0%	
4721 Repairs & Maintennce - JSF	14,230	1,884	(12,346)		(12,346)	755.3%	11,859
4740 Pitch & Pavilion Improvements	2,362	2,335	(27)		(27)	101.1%	746
4750 Deep Clean	350	350	0		0	100.0%	
4770 Waste Collection - %JSF Use	801	600	(201)		(201)	133.5%	
4781 JSF Bin Emptying	1,050	1,051	1		1	100.0%	
4791 Boiler Servicing - % JSF Use	420	446	26		26	94.2%	
Jubilee Sports Field Expenditu :- Indirect Expenditure	39,199	33,714	(5,485)	0	(5,485)	116.3%	12,604
Net Expenditure	(39,199)	(33,714)	5,485				
6000 plus Transfer from EMR	12,604						
Movement to/(from) Gen Reserve	(26,594)						

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>310 Allotment Income</u>							
1310 Berryfield Allotment Rents - C	1,427	1,373	(54)			104.0%	
1320 Briansfield Allotment Rent - C	1,333	1,140	(193)			116.9%	
Allotment Income :- Income	<u>2,760</u>	<u>2,513</u>	<u>(247)</u>			<u>109.8%</u>	<u>0</u>
Net Income	<u>2,760</u>	<u>2,513</u>	<u>(247)</u>				
<u>320 Allotment Expenditure</u>							
4323 Water - Allotments	557	475	(82)		(82)	117.2%	
4402 Allotment Grass Cutting	794	795	1		1	99.9%	
4722 Repairs & Maintenance - Allotm	37	60	23		23	61.4%	
4800 Allotment Warden Salary	█	█	█		█	█	
Allotment Expenditure :- Indirect Expenditure	<u>2,199</u>	<u>2,230</u>	<u>31</u>	<u>0</u>	<u>31</u>	<u>98.6%</u>	<u>0</u>
Net Expenditure	<u>(2,199)</u>	<u>(2,230)</u>	<u>(31)</u>				
<u>350 CIL</u>							
1420 Community Infrastructure Levy	85,028	50,000	(35,028)			170.1%	85,028
CIL :- Income	<u>85,028</u>	<u>50,000</u>	<u>(35,028)</u>			<u>170.1%</u>	<u>85,028</u>
Net Income	<u>85,028</u>	<u>50,000</u>	<u>(35,028)</u>				
6001 less Transfer to EMR	85,028						
Movement to/(from) Gen Reserve	<u>0</u>						
<u>400 S106</u>							
1170 Wiltshire Council Contribution	0	31,000	31,000			0.0%	
S106 :- Income	<u>0</u>	<u>31,000</u>	<u>31,000</u>			<u>0.0%</u>	<u>0</u>
Net Income	<u>0</u>	<u>31,000</u>	<u>31,000</u>				
Grand Totals:- Income	<u>396,154</u>	<u>395,489</u>	<u>(665)</u>			<u>100.2%</u>	
Expenditure	<u>698,755</u>	<u>511,839</u>	<u>(186,916)</u>	<u>0</u>	<u>(186,916)</u>	<u>136.5%</u>	
Net Income over Expenditure	<u>(302,600)</u>	<u>(116,350)</u>	<u>186,250</u>				
plus Transfer from EMR	423,383						
less Transfer to EMR	102,575						
Movement to/(from) Gen Reserve	<u>18,207</u>						

Staff Salaries for 2023/24

Budgeted for 2023/24 Actual for 2023/24

£101,057

£110,481

Bank Reconciliation Statement as at 31/03/2024 for Cashbook 2 - Unity Bank

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Unity	31/03/2024	124	52,319.11
			<u>52,319.11</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			52,319.11
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			52,319.11
		Balance per Cash Book is :-	52,319.11 ✓/D
		Difference is :-	0.00

Signatory 1:

Name A.F. BAINES Signed *A.F. Baines* Date 25/4/24

Signatory 2:

Name P. JONAS DOEL Signed *P. Jonas Doel* Date 25/4/24

Client RFO.

Terresa Strange

Strange

24/4/24.

Your Current T2 account transactions:

Date	Type	Details	Payments Out	Payments In	Balance
31/03/2024	Fee	Service Charge <i>U3808</i>	£28.65 ✓	£0.00	£52,319.11 <i>TJ.</i>

AKB

? Jan 2024

Bank Reconciliation Statement as at 31/03/2024 for Cashbook 1 - Current Account & Instant Acc

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Current Account 02027655	28/03/2024		43,276.05
			<u>43,276.05</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			43,276.05
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			43,276.05
		Balance per Cash Book is :-	43,276.05 ✓TS
		Difference is :-	0.00

Councillor 1:

Name A. F. BAINES Signed *A.F. Baines* Date 25/4/24

Councillor 2:

Name P. JAMES JOEL Signed *P. James Joel* Date 25/4/24

Clerk & RFO:

Name YEREA STRANGE Signed *Y. Strange* Date 24/4/24



Melksham Without Parish Council
 First Floor Melksham Community Campus
 Market Place
 Melksham
 United Kingdom
 SN12 6ES

Your Account

Sort Code 30-98-75
 Account Number 02027655

TREASURERS ACCOUNT

01 March 2024 to 31 March 2024

Money In £37,680.86 Balance on 01 March 2024 £5,685.77 ✓
 Money Out £90.58 Balance on 31 March 2024 £43,276.05 ✓

Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
04 Mar 24	BERRYFIELD VILLA BERRYFIELD VH	FPI -03809	10.00		5,695.77
04 Mar 24	C REYNOLDS 3 TELFORD DRIVE 200000001301106881	FPI -03810	35.00		5,730.77
05 Mar 24	FUTURE OF FOOTBALL 410- MR280224	FPI -03811	38.50		5,769.27
05 Mar 24	FUTURE OF FOOTBALL 398- MR290124	FPI -03812	55.00		5,824.27
11 Mar 24	BATH ROAD WANDERER BRW 10TH MARCH	FPI -03813	66.00		5,890.27
11 Mar 24	ANTHONY PHILLIPS PLOT 12 BSF 00156378632BBMMHXN	FPI -03814	35.00		5,925.27
14 Mar 24	MELKSHAM TOWN COUN 399/400 27103308378848000N	FPI -03815	1,750.55		7,675.82
15 Mar 24	DAISY 4736739 3091423 - <i>Campus wigi</i>	DD -03816		45.29	7,630.53
15 Mar 24	DAISY 4736742 3091424 - <i>Paulian wigi</i>	DD -03817		45.29	7,585.24
20 Mar 24	500182	DEP -03818	23.81		7,609.05
21 Mar 24	500181	DEP -03819	35.00		7,644.05
25 Mar 24	KEITH DYCKES INV408- MR280224	FPI -03820	132.00		7,776.05
28 Mar 24 (Continued on next page)	MELKSHAM WITHOUT P GRANT CHEQUES	FPI -03821	35,500.00		43,276.05

03804.

P. J. ...
 AAB
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Bank Reconciliation Statement as at 31/03/2024
for Cashbook 3 - Fixed Term Deposit

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Fixed Term Deposit	31/03/2024		0.00
			<u>0.00</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			0.00
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			0.00
		Balance per Cash Book is :-	0.00
		Difference is :-	0.00

Signatory 1:

Name A.F BAINES Signed *A.F Baines* Date 25/4/24

Signatory 2:

Name P. JOHN DOE Signed *P. John Doe* Date 25/4/24

Clerk + RFD.

Teresa Strange

Strange

24/4/24.

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Instant Access 20476339	31/03/2024	12	408,834.76
			<u>408,834.76</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			408,834.76
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			408,834.76
		Balance per Cash Book is :-	408,834.76 ✓ TP
		Difference is :-	0.00

Signatory 1:

Name A.F. BAINES Signed *A.F. Baines* Date 25/4/24

Signatory 2:

Name P. Jorin Joel Signed *P. Jorin Joel* Date 25/4/24

Clerk + RFO
Teresa Strange.

Strange. 24/4/24.

Your Account Statement



For Businesses. For Communities. For Good.

Mrs Teresa Strange
 First Floor Melksham Community Campus
 Market Place
 MELKSHAM
 Wilts
 SN12 6ES

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

Date: 31/03/2024

Account Name: Melksham Without Parish Council

Swift Code (BIC): NWBKGB2L

IBAN Number: GB93NWBK60023571418024

Sort Code: 608301

Account Number: 20476339

Our unauthorised overdraft charges are changing from tracked rate of 25% above base rate to a fixed Nominal rate 25% EAR (Equivalent Annual Rate 28.39%). To find out more read our Overdrafts Key Features document and our Standard Service Tariff available at www.unity.co.uk

The credit interest rate is 2.75% AER as of your statement date.



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

Contact Us

- Call us: 0345 140 1000
- Email us: us@unity.co.uk
- Visit us: unity.co.uk

Your Instant Access account transactions:

Date	Type	Details	Payments Out	Payments In	Balance
29/02/2024		Balance brought forward	£0.00	£0.00	£405,520.72
31/03/2024	Credit Interest	Credit Interest <i>U3821</i>	£0.00	£3,314.04 ✓	£408,834.76 ✓

AKB
T. J. D.

Page number 1 of 2

Statement number 012

For Businesses.
 For Communities
 For Good.

Unity Trust Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Unity Trust Bank is entered in the Financial Services Register under number 204570. Registered Office: Four Brindleyplace, Birmingham, B1 2JB. Registered in England and Wales no. 1718124. Calls may be monitored and recorded for training, quality and security purposes. ©1 Unity Trust Bank. All Rights Reserved.

AGENDA ITEM 11c) Bank Reconciliation- Cashbook 4- Unity Instant Access account



Bank reconciliation – pro forma

This reconciliation should include **all** bank and building society accounts, including short term investment accounts. It **must** agree to Box 8 in the column headed "Year ending 31 March 20xx" in Section 2 of the AGAR – and will also agree to Box 7 where the accounts are prepared on a receipts and payments basis. Please complete the highlighted boxes, remembering that unpresented cheques should be entered as negative figures.

Name of smaller authority: **Melksham Without Parish Council**

County area (local councils and parish meetings only): **Wiltshire**

Financial year ending 31 March 2024

Prepared by (Name and Role): **Teresa Strange, Clerk & RFO**

Date: **xx/xx/xxx**

	£	£
Balance per bank statements as at 31/3/24:		
LLOYDS CURRENT ACCOUNT 02027655	£ 43,276.05	
UNITY TRUST BANK CURRENT ACCOUNT 20371502	£ 52,319.11	
FIXED TERM DEPOSIT ACCOUNT (LLOYDS)	£ -	
UNITY TRUST BANK INSTANT ACCESS ACCOUNT 20476339	£ 408,834.76	

£ 504,429.92

Petty cash float (if applicable) -

Less: any unpresented cheques as at 31/3/24 (**enter these as negative numbers**)
NONE

-

Add: any un-banked cash as at 31/3/24
NONE

-

Net balances as at 31/3/2024 (Box 8) £ 504,429.92

Marianne Rossi

From: Kevin Rose <kevin.rose@audit-iac.com>
Sent: 09 May 2024 16:07
To: Teresa Strange
Cc: Marianne Rossi
Subject: Re: Year End Internal Audit Report
Attachments: image001.jpg

Teresa,

The Transparency Code is not law,

What makes it law is a Statutory Instrument.

The relevant S.I. for the Transparency Code is S.I. 2015/480.

S.I. 2015/480 makes the Transparency Code only applicable to Town and Parish Councils with income or expenditure over £6.5 million, which, in 2015, was none.

A further S.I. 494 makes it a requirement for councils with income and expenditure below £25K to comply with the Transparency Code for Smaller Authorities.

So, for your Council, the Transparency Code does not apply.

What does apply, however, is the Model Publication Scheme for Parish Councils, issued by the ICO under provisions of the Freedom of Information Act, and this is what all Councils must follow.

It's important to note that the Model Publication Scheme (the legal requirement) differs from the Transparency Code, for example the Model Scheme requires publication of all payments over £100, whereas the Transparency Code states £500.

I am having so many queries on this I'm going to send out an email confirming this, Councils are following the Transparency Code, in good faith, but by doing so are not complying with the law.

I hope this helps

Kevin

On Thu, 9 May 2024, 15:09 Teresa Strange, <clerk@melkshamwithout-pc.gov.uk> wrote:

Hi Kevin

A quick query for you!

We are just looking at our end of year reporting for its agenda pack, and I am just looking at the report we compile to demonstrate how we meet the requirements of the Transparency Act.

When you were here, you mentioned a couple of times that we didn't need to adhere to it as we didn't meet the qualification.

I have just looked and I think we do.....

<https://www.gov.uk/government/publications/local-government-transparency-code-2015/local-government-transparency-code-2015>

Any thoughts?

All the best, Teresa

MELKSHAM WITHOUT PARISH COUNCIL

LOCAL GOVERNMENT
TRANSPARENCY CODE 2015
COMPLIANCE REPORT

31ST MARCH 2024



MELKSHAM WITHOUT PARISH COUNCIL

LOCAL GOVERNMENT TRANSPARENCY CODE 2015 COMPLIANCE REPORT

As at 31ST MARCH 2024

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INTRODUCTION

The following document outlines Melksham Without Parish Council's information to be published, as per the requirement of the Local Government Transparency Code 2015.

The Code, issued to meet the Government's desire to increase democratic accountability, includes items such as Expenditure over £500, Land and Asset Values, and Grants to Voluntary, Community and Social Enterprise Organisations. The Code can be viewed on the following website:

www.gov.uk/government/publications/local-government-transparency-code-2015

Local authorities are encouraged to consider their responses, in accordance with the principle that all data held and managed by them should be made open and available to local people unless there are specific sensitivities to doing so.

The Code is issued by the Secretary of State for Communities and Local Government in exercise of his powers under Section 2 of Local Government, Planning and Land Act 1980 ("the Act") to issue a Code of Recommended Practice ("the Code") as to the publication of information by local authorities about the discharge of their functions and other matters which he considers to be related. It is issued following consultation in accordance with section 3(11) of the Act.

The Code does not replace or supersede the existing legal framework for access to and re-use of public sector information provided by the:

- Freedom of Information Act 2000 (as amended by the Protection of Freedoms Act 2012)
- Environmental Information Regulations 2004
- Re-use of Public Sector Information Regulations 2005
- Infrastructure for Spatial Information in the European Community (INSPIRE) Regulations 2009, and
- Sections 25 and 26 of the Local Audit and Accountability Act 2014 which provides rights for persons to inspect a local authority's accounting records and supporting documentation, and to make copies of them.

One of the definitions of a local authority under the transparency code is "a parish council which has a gross annual income or expenditure (whichever is higher) exceeding £200,000."

The parish council has reached the £200,000 threshold for the year ending 31st March 2024.

Part 2.1 Item 28 - **EXPENDITURE EXCEEDING £500**

Melksham Without Parish Council publish ALL expenditure within the Council Full Council Meeting Minutes, which are publicly available on the Melksham Without Parish Council website www.melkshamwithout-pc.gov.uk and published monthly. At the end of this document is a list of all the expenditure over £500 for the financial year 1st April 2023 to 31st March 2024 (without individual salary payments for Data Protection reasons). The spend over £500 is published on a quarterly basis under the accounts section on the council website and with the quarterly reports in the Full Council agenda packs in July, October, January and April. For further supporting information on the list of payments, please refer to the published Minutes or contact the Finance Officer finance@melkshamwithout-pc.gov.uk

Part 2.1 Item 30 - **GOVERNMENT PROCUREMENT CARD**

Melksham Without Parish Council do not use a Government Procurement Card, and as such have no information to declare.

Part 2.1 Item 31 & 32 - **PROCUREMENT INFORMATION**

During the financial year ending 31st March 2024 Melksham Without Parish Council did not publish any invitations to tender with a value over £5,000.

During the financial year ending 31st March 2023 Melksham Without Parish Council issued the following order with a value over £5,000.

1. PO 2324002 (issued 24th April 2023) to idverde. Riverway Depot, Trowbridge, Wiltshire, BA14 8LL. To undertake the following works at Whitworth, Play Area, Berryfield (see Full Council minutes 24th April 23 min. 500/22e):
 - Excavate existing gravel to a depth of 60mm and dispose to tip off site 71m²
 - Remove and dispose 27lm existing timber edging
 - Supply and lay concrete edging kerbs bed on and surround with concrete– 54 lm
 - Supply and lay 50mm of AC 20mm Binder course
 - Supply and lay 20mm of AC6 hardstone surface course
 - Sweep all surface leaving area clean and tidy
 - To install 8m² of 40mm of wetpour around the teen shelter**To a value of £8,598.87 excluding VAT**
2. The three-year grass cutting and bin emptying contract held by JH Jones & Sons for the parish expired on 31st March 2023. The parish council agreed that they were happy with the service provided from this contractor and due to the rate of inflation at the time felt that it would be unfair to both the council and contractor to enter into a long-term contract. It was agreed that the contract should be rolled on for another year (until 31st March 2024) with a 10% increase to the contract. **The total contracted cost for 2023/24 was £17,651.16 excluding VAT.**

Part 2.2 Item 35 - LOCAL AUTHORITY LAND

The Parish Council have included Local Authority Land details in the Annual Statement of Accounts as at 31st March 2024. Please refer to Section 1 – Assets, 2 – Leases & 3 - Tenancies for information.

Part 2.2 Item 37 – UNIQUE PROPERTY REFERENCE NUMBER

Your Ref	UPRN	Address	Leasehold/ Freehold	Comments
Berryfield Allotment	010014605796	Land North West Of 606c, Berryfield Lane, Melksham, Wiltshire, SN12 6EL	Leased Under Farm Business Tenancy	Registered Title: WT182400
Brainsfield Allotment	200001306521	Land At Berryfield Lane, Melksham, Wiltshire, SN12 6EH	Leased Under Farm Business Tenancy	Registered Title: WT86100
Parish Council owned farm land		Land To Rear Of 611 Berryfield Lane, Melksham, Wiltshire, SN12 6EL	Freehold, and leased to other party under Farm Business Tenancy	
Kestrel Court	200001306398	Land At Kestrel Court, Bowerhill, Melksham, Wiltshire, SN12 6SY	Devolved service lease from Wiltshire Council	WT15924
Shaw Village Hall	200001307391	Village Hall, The Beeches, Shaw, Melksham, Wiltshire, SN12 8EP	Freehold and leased to Management Committee to run on Council's behalf	New to do Shaw Land Registry
Shaw Play area & MUGA (Multi Use Games Area)	010008202315	Recreation Ground, The Beeches, Shaw, Melksham, Wiltshire, SN12 8EP	Freehold and leased to Management Committee	Due to the Health & Safety of the play area this is maintained, inspected and insured by the Parish Council
Shaw Playing Field		Recreation Ground, The Beeches, Shaw, Melksham, Wiltshire, SN12 8EP	Freehold and leased to Management Committee to run on	

			Council's behalf	
Bowerhill Pavilion	010091542306	Pavilion Adjacent To Westinghouse Way, Bowerhill, Melksham, Wiltshire, SN12 6TL	Freehold	Registered Title: WT273424
QEII Diamond Jubilee Bowerhill Sports Field & MUGA (Multi Use Games Area)	010008202580	Bowerhill Sports Field, Westinghouse Way, Bowerhill, Melksham, Wiltshire, SN12 6TL	Freehold Registered as a Field in Trust (Diamond Jubilee Field)	
Berryfield Park Play Area		Berryfield Park, Melksham, Wiltshire, SN12 6EE	Devolved service lease from Wiltshire Council	There is no UPRN allocated to this piece of land. NB: This includes the land that the teen shelter and MUGA is on, and the land that the "old portacabin" village hall was sat on (ref 010008202014, demolished 05/12/22.
Hornchurch Road MUGA (Multi Use Games Area)	200001305236	Land Adjacent to Hornchurch Road, Bowerhill, Melksham, Wiltshire, SN12 6QR	Land owned by Wiltshire Council	Registered Title: WT295277 The MUGA is inside the Boundary of this UPRN
Hornchurch Road Play Area	200001305236	On Land Adjacent to Hornchurch Road, Bowerhill, Melksham, Wiltshire, SN12 6QR	Land transferred to Melksham Without Parish Council in April 2018 from Bloor	Registered Title: WT203411 "Part of land on west side of Bowerhill lane, Bowerhill, Melksham". The Play Area is inside the Boundary of this UPRN.
Beanacre Play Area	010008201552	St Barnabas Church Field, Beanacre, Melksham, Wiltshire, SN12 7PT	Leased from Salisbury Diocese via St Barnabas Church	

Shurnhold Fields		Ex George Ward School Playing fields, Land to the North of Dunch Lane, Melksham, Wiltshire, SN12 8DQ	Land transferred to Melksham Without Parish Council in March 2019	Registered Title: WT444026 Joint project with Melksham Town Council, land in Melksham Without Parish Council name as lead council on project
Berryfield Village Hall		Land at Telford Drive, Berryfield, SN12 6GF	Land transferred to Melksham Without Parish Council in October 2021 from Bellway. Building leased to Management Trust to run on Council's behalf as of 21 st February 2023	Registered Title: WT433346
Whitworth Play Area		Smeaton Way, Berryfield, Melksham SN12 6GG	Land transferred to Melksham Without Parish Council in April 2023 from Bellway Homes	

Part 2.2 Item 38 - **SOCIAL HOUSING ASSET VALUE**

Melksham Without Parish Council has no Social Housing stock.

Part 2.2 Item 42 - **GRANTS TO VOLUNTARY, COMMUNITY AND SOCIAL ENTERPRISE ORGANISATIONS**

In 2023/24 the parish council awarded a total of £31,390 in grant funding to groups and organisations who benefit the residents of the parish. The funding was awarded by cheque and presented to each successful organisation at the Annual Parish meeting on 3rd April 2023. A list of each organisation that was awarded a grant is detailed below:

TYPE	ORGANISATION	Awarding in 2023/24
SECTION 133 GRANTS (HALLS)		
Other halls	Bowerhill Village Hall Trust	£5,000
Owned by MWPC	Shaw Hill Playing Field and Village Hall	£8,000
Owned by MWPC	Berryfield Village Hall	£2,500
Other halls	Whitley Reading Rooms	£800
SECTION 133 GRANTS (HALLS) total		£16,300
SECTION 137 GRANTS		
Action Groups	Bowerhill Residents Action Group (BRAG)	£450
Action Groups	Berryfield & Semington Rd Action Group (BASRAG)	£500
Action Groups	Community Action Whitley Shaw (CAWS)	£1,220
Action Groups Total		£2,170
Youth	1st Bowerhill Scout Group	£1,000
Youth	4Youth (South West) - formerly Young Melksham	£2,750
Youth	2385 (Melksham) Squadron ATC	£500
Youth	Shaw and Whitley Toddlers	£500
Youth Total		£4,750
Support Groups	Group Five	£500
Support Groups	Melksham PHAB Club	£350
Support Groups	Wiltshire Air Ambulance	£500
Support Group	HELP Counselling Services	£180
Support Group	Life Education Centres Ltd Wiltshire	£300
Support Group	Age UK Wiltshire	£300
Support Group	Stepping Stones.	£250
Support Group	Wiltshire Citizens Advice	£500
Support Group	Alzheimer's Support	£300
Support Group	Rainbow Day Centre Melksham	£300
Support Group	Meadowbrook (Wiltshire) CIC	£500
Support Group	FearLess Charity (Formally Splitz Support Service)	£500
Support Groups Total		£4,480

Community	Melksham Food & River Festival	£400
Community	Melksham SixtyPlus Club	£300
Community	that meeting space administered by GoodNews Church	£200
Community Total		£900
Community Info	Shaw & Whitley Connect	£250
Community Info Total		£250
Clubs	AFC Melksham (Disabled)	£300
Clubs	Melksham Gardeners' Society	£200
Clubs	Melksham Amateur Swimming Club	£340
Clubs	Shaw & Whitley Friendship Club	£450
Clubs	Shaw & Whitley Garden Club	£200
Clubs	Melksham WI	£150
Clubs	Whitley Cricket Club	£300
Clubs Total		£1,940
Section 137 GRANTS Total		£14,490
SECTION 144 GRANTS (TOURISM)		
Tourism	Melksham Tourist Information Centre	£600
Tourism Total		£600
Grand Total		£31,390

Part 2.2 Item 44 - **ORGANISATIONAL CHART**

An organisational chart for Melksham Without Parish Council is not required to be published, as there are no staff whose salary exceeds £50,000.

Part 2.2 Item 45 - **TRADE UNION FACILITY TIME**

No staff members spend time as Union Representatives and no money is spent on Union Activities.

Part 2.2 Item 46 - **PARKING ACCOUNT**

Melksham Without Parish Council do not use a Parking Account, and as such have no information to declare.

Part 2.2 Item 47 - **PARKING SPACES**

Some of Melksham Without Parish Council's facilities have off-street unmarked parking spaces.

Estimated number of parking spaces:

Bowerhill Sports Field & Pavilion:	12
Shaw Playing field and Village Hall:	20
Briansfield Allotments:	12
Berryfield Village Hall:	18

Part 2.2 Item 48 - **SENIOR SALARIES**

There are no employees whose remuneration was over £50,000.

Part 2.2 Item 50 - **CONSTITUTION**

The rules governing how the Parish Council operates are its Standing Orders, and its Financial Regulations govern its finance operations. Both are published on the parish council's website and are reviewed at least annually.

Part 2.2 Item 51 - **PAY MULTIPLE**

Section 38 of the Localism Act 2011 required local authorities to publish a statement on the relationship between remuneration of chief officers and the remuneration of other staff. This is recommended to be demonstrated as a pay multiple to illustrate the authority's approach to pay dispersion.

1.7:1 is the ratio of the Clerk remuneration to the median of the rest of the staff.

Chairman's Allowance

In accordance with the Local Authorities (Members' Allowances) (England) Regulations 2003 a parish or town council, in establishing a members' allowances scheme, has to have regard to the recommendations of the Parish Remuneration Panel (Wiltshire Council).

Under Section 15 (5) of the Local Government Act 1972- "A parish council may pay the chairman for the purpose of enabling him to meet the expenses of his office such allowance as the council think reasonable".

The Council pays the Chairman an allowance and normally increases it by the same percentage as the staff increase each year which is agreed by the National Joint Council for Local Government Services (NJC). In this financial year the staff were awarded a flat rate amount, which meant that each employee, depending on their pay scale had a different percentage increase. In 2023/24 the Chairman received an allowance of £920. This was an increase of 5.76% which is the increase that Wiltshire Council applied to their member allowances, and was the average increase for their staff using the same flat rate NJC award. The parish council have regard to what Wiltshire Council award their members, as the local Pay Authority, for the setting of its own member allowances..

Apart from the Chairman of the council no other Councillor is paid an allowance.

Part 2.2 Item 53 - **FRAUD**

Melksham Without Parish Council has not undertaken any counter-fraud work or investigated any fraud cases.

Part 2.3 Item 54 - **WASTE CONTRACTS**

Melksham Without Parish Council has 2 ongoing waste contracts:

- a) Grist Environmental Limited hold the contract for waste collection at Bowerhill Jubilee Pavilion and Sports Field. – Registration Number: CBDU229470
- b) J.H.Jones & Sons Limited hold the contract for waste collection at Beanacre Play Area, Berryfield Play Area, Hornchurch Road Play Area, Shaw Play Area and Whitworth Play Area. Registration Number: CBDU415269

Freedom of Information Act 2000

Guide to Information provided by Parish/Community Councils under the model publication scheme

This template guide is written for the use of Parish and Community Councils.

It gives examples of the kind of information the Information Commissioner's Office (ICO) would expect you to provide in order to meet your commitment under the model publication scheme, introduced through the Freedom of Information Act 2000 (FOIA). In 2008, the ICO introduced a generic model publication scheme, for adoption by all public authorities that are subject to FOIA.

The model publication scheme commits you to 'produce and publish the method by which the specific information will be available so that it can be easily identified and accessed by members of the public'.

The [model publication scheme](#) is available on the ICO website. Further details are available in ICO guidance: [Using the definition documents](#).

You must adopt the model scheme in full, unedited and promoted alongside the guide to information. You do not need to tell the ICO that you have adopted the scheme; we will assume they have done so unless we hear otherwise.

You are in breach of FOIA if you have not adopted the model scheme or are not publishing in accordance with it.

Information included in the guide to information

The template lists the information that the ICO thinks you are likely to hold and should make proactively available within each class. When completed, this will provide a list of all the information you will routinely make available, explain how it can be accessed and whether or not a charge will be made for it. You must:

- complete the relevant columns in the template guide;

- state how an applicant can obtain the specific information and if there is a cost involved;
- ensure the public can access the completed guide and the information listed in it.

The ICO expects you to make the information in this template guide available unless:

- you do not hold the information;
- the information is exempt under one of the FOIA exemptions or Environmental Information Regulations 2004 (EIR) exceptions, or its release is prohibited by another statute (eg UK GDPR);
- the information is readily and publicly available from an external website; such information may have been provided by you or on your behalf. You must provide a direct link to that information;
- the information is archived, out of date or otherwise inaccessible; or,
- it would be impractical or resource-intensive to prepare the material for routine release.

If the information is only held by another public authority, you should provide details of where to obtain it.

This guidance is not meant to give an exhaustive or definitive list of everything that should be covered by a publication scheme. The legal commitment is to the model publication scheme, and you should look to provide as much information as possible on a routine basis, which must include all information that is required by statute.

This guidance now incorporates those key principles, which were not already included, from the Department for Levelling Up, Housing and Communities (DLUHC, originally known as the Department for Communities and Local Government [DCLG]), [Transparency Code for Smaller Authorities](#). The aligning of this document with this Code provides a harmonised approach to data transparency for you and avoids unnecessary duplication

Publishing datasets for re-use

As a public authority, you must publish under your publication scheme any dataset you hold that has been requested, together with any updated versions, unless you are satisfied that it is not appropriate to do so. So far as reasonably practicable, you must publish it in an electronic form that is capable of re-use.

If the dataset or any part of it is a relevant copyright work and you are the only owner, you must make it available for re-use under the

terms of a specified licence. Datasets in which the Crown owns the copyright or the database rights are not relevant copyright works.

The [2018 section 45 Code of Practice](#) recommends that public authorities make datasets available for re-use under the [Open Government Licence](#).

The term 'dataset' is defined in section 11(5) of FOIA. The terms 'relevant copyright work' and 'specified licence' are defined in section 19(8) of FOIA. The ICO has published [guidance on Datasets \(section 11, 19 & 45\)](#). This explains what is meant by "not appropriate" and "capable of re-use".

Fees and Charging

Information available through your publication scheme should be readily available at a low cost or at no cost to the public. If you do charge for this information, the ICO expects the charges to be justifiable, clear and kept to a minimum.

You can charge for activities such as printing, photocopying and postage as well as information that you are legally authorised to charge for. You must inform anyone requesting information of any charge before you provide the information. You must ask for payment before providing the information. Guidance on the ICO website provides more details about [charging for information in a publication scheme](#).

If you charge a fee for licensing the re-use of datasets, you should state in the guide to information how this is calculated and whether the charge is made under the Re-use Fees Regulations or under other legislation. You cannot charge a re-use fee if they make the datasets available for re-use under the [Open Government Licence](#).

Model Publication Scheme

The table below identifies the specific information the ICO expects you to publish under each of the seven classes of information set out in the [model publication scheme](#).

Information available from Melksham Without Parish Council under the Freedom of Information Act model publication scheme

For review by Finance Committee 20/05/24

RED – suggested answers BLUE – for discussion/for future

This template guide covers only information we currently hold. If we do not hold some of the information listed below, we will mark it as 'not held' in the table.

Information to be published	How the information can be obtained	Cost
<p>Class 1 - Who we are and what we do</p> <p>(Organisational information, structures, locations and contacts)</p> <p>Current information only</p>	<p>(hard copy or website)</p>	
<p>List of Council members and their</p>	<p>Hard copy "Year Card" with details of the Committees that</p>	<p>Free of</p>

<p>responsibilities as well a list of Council Committees</p> <p>Details of any representation on local public bodies</p>	<p>Members sit on, and the organisational representatives. Published in May each year, with an update if members change throughout the year. Distributed at meetings and at counter on Reception.</p> <p>Also available on the parish council website: www.melkshamwithout-pc.gov.uk</p> <p>List of council members and their photos in the quarterly newsletter in the Melksham Independent News newspaper delivered to all residents (apart from a few residents) free of charge every fortnight (list published quarterly).</p> <p>At Annual Parish meeting a booklet is produced for the meeting which usually has about 60 attendees, with representation from local groups and organisations. The booklet has reports from the councillors as well as from other bodies, and in the booklet are lists of the councillors and the organisation representatives.</p> <p>The parish council has 13n. noticeboards that display the list of councillors, their contact details and those of the council office and meeting venue.</p>	<p>charge</p>
<p>Postal and email address</p> <p>Contact details for Parish Clerk and Council members</p> <p>Where possible, provide named contacts including contact phone numbers and</p>	<p>All as above.</p> <p>The parish council publish the councillors' phone numbers and addresses on the hard copy versions that are displayed but NOT on the website and newsletter in the newspaper as the distribution is so much wider than just the residents of the parish. Their individual email addresses are published in those</p>	<p>Free of charge</p>

email addresses	formats, and on the website there is a note in a prominent place at the top of the home page that says: “Information on how to contact your councillor can be found on the Councillors and Representatives page. Their email addresses are provided, but if you wish to ring or write a letter to your councillor please contact the office on 01225 705700 or email: office@melkshamwithout-pc.gov.uk for their details.”	
Location of main Council office and accessibility details	All as above for the location. See the “Contact Us” section of the website. Accessibility details are detailed on the website, and sent by email to anyone visiting the office, with car parking arrangements and location of the lift detailed – a different version for daytime or evening meetings.	
Staffing structure	See website under “Council Officers” section for description of the Clerk which details that the Clerk line manages the two officers and two groundsmen. The Clerk is also the Responsible Financial Officer.	
<p>Class 2 – What we spend and how we spend it</p> <p>(Financial information about projected and actual income and expenditure, procurement, contracts and financial audit)</p>	(hard copy or website)	

Current and previous financial year as a minimum		
Statement of accounts and internal audit report in the format included in the Annual Return form	<p>On the website in the section “Accounts, Audit and Budget”</p> <p>On the 13no. noticeboards in the parish and in the office location.</p> <p>On social media with a link to the website for more detail, and a photo of the noticeboards so that residents can make the link of where to find more information if they have seen it displayed in hard copy.</p> <p>In agenda pack on website for meetings when considered</p> <p>Hard copy available</p>	10p per A4 sheet plus postage
Finalised budget	<p>On the website in the section “Accounts, Audit and Budget”</p> <p>In agenda pack on website for meetings when considered</p> <p>Hard copy available</p> <p>NB: individual salaries redacted</p>	10p per A4 sheet plus postage
Precept	<p>On the website in the section “Accounts, Audit and Budget”</p> <p>In agenda pack on website for meetings when considered</p> <p>Press release after decision on Precept made in January which</p>	10p per A4 sheet plus postage

	is distributed in the Melksham News, and on social media, with a link to the minutes of the Finance Committee minutes when discussed in detail. Press release reposted on social media in March when council tax bills are delivered to residents.	
Borrowing Approval letter	On the website in the section "Accounts, Audit and Budget" Details of any Borrowing is a standard item in the Supporting Statement to accompany the annual Statement of Accounts.	10p per A4 sheet plus postage
All items of expenditure above £100	List of all payments included within the Full Council minutes, which are also published on the website List of payments over £500 published on website in the section "Accounts, Audit and Budget" and in the annual report that details how we meet the Transparency Code	10p per A4 sheet plus postage
Financial Standing Orders and Regulations	Available on website under "Policies" section Hard copy available	10p per A4 sheet plus postage
Grants given and received	List of all grants included within the recommendations in the Finance Committee minutes, which are also published on the website. On the website under the section "Grant Aid". From 2025 onwards, list the grants given out at the Annual Parish meeting in the Annual Parish booklet. List of all grants included in the annual report details how we	10p per A4 sheet plus postage

	meet the Transparency Code	
List of current contracts awarded and value of contract List of purchase orders over £5,000 and Tenders	List of all contracts awarded are included in the annual report which details how we meet the Transparency Code (& Model Publication Scheme)	10p per A4 sheet plus postage
Members' allowances and expenses	Melksham Without Parish Council only pay a Chair's Allowance, and not Members' Allowances. This is detailed in the minutes when the annual sum is set (usually Finance Committee in June). Listed in the annual report which details how we meet the Transparency Code. Listed in the Supporting Statement to accompany the annual Statement of Accounts On the website, under its own "News item" on the home page The monthly payment is detailed in the list of monthly payments as the appendix of the Full Council minutes	10p per A4 sheet plus postage
Class 3 – What our priorities are and how we are doing	(hard copy or website)	

<p>(Strategies and plans, performance indicators, audits, inspections and reviews)</p> <p>Current and previous year as a minimum</p>		
<p>Annual governance statement in format included in the Annual Return form</p>	<p>On the website in the section “Accounts, Audit and Budget”</p> <p>On the 13no. noticeboards in the parish and in the office location.</p> <p>On social media with a link to the website for more detail, and a photo of the noticeboards so that residents can make the link of where to find more information if they have seen it displayed in hard copy.</p> <p>In agenda pack on website for meetings when considered</p> <p>Hard copy available</p>	<p>10p per A4 sheet plus postage</p>
<p>Parish Plan</p> <p>Neighbourhood Plan</p>	<p>The Melksham Neighbourhood Plan has replaced the parish council’s Parish Plans.</p> <p>The parish council has an adopted Neighbourhood Plan (July 2021) and a draft version of its reviewed Plan. See the latest versions under the Policies section of the Website, under Planning Policies.</p> <p>The Neighbourhood Plan is a joint Plan with neighbouring Melksham Town Council and has a dedicated website</p>	<p>10p per A4 sheet plus postage</p>

	<p>www.melkshamneighbourhoodplan.org.uk and a dedicated facebook page “Melksham Neighbourhood Plan”.</p> <p>Details of the recent consultations at the Regulation 14 consultation stage are in the Community Consultation statement on the Neighbourhood Plan website.</p> <p>Hard copies available.</p>	
Annual Report to Parish or Community Meeting	<p>Hard copies at the Annual parish meeting and from the parish council offices.</p> <p>Dedicated page to the Annual Parish on the website, where the reports are available; with link from social media.</p> <p>Older copies are stored at the Wiltshire & Swindon History Centre, Cocklebury Road, Chippenham, Wiltshire, SN15 3QN. Tel: 01249 705500 Website: wshc.org.uk</p>	Free of charge
Quality status	Not applicable	
Local charters drawn up in accordance with DLUHC’s guidelines	Not applicable	
Data Protection impact assessments (in full or summary format) or any other impact assessment (eg Health & Safety Impact Assessment, Equality Impact Assessments etc), as appropriate and	Not applicable	

relevant		
<p>Class 4 – How we make decisions</p> <p>(Decision making processes and records of decisions)</p> <p>Current and previous council year as a minimum</p>	(hard copy or website)	
<p>Timetable of meetings (Council and any committee/sub-committee meetings and parish meetings)</p>	<p>Hard copy “Year Card” Distributed at meetings and at counter on Reception.</p> <p>Available on the parish council website: www.melkshamwithout-pc.gov.uk</p> <p>Forthcoming meetings advertised in the Melksham Independent News newspaper delivered to all residents (apart from a few residents) free of charge every fortnight (list published quarterly).</p> <p>The parish council has 13n. noticeboards that display the list of meeting dates.</p> <p>Once the agenda pack has been uploaded to the website the week before the meeting, a link is posted on social media advertising the meeting.</p>	Free of charge

Agendas of meetings (as above)	<p>Available on the parish council website: www.melkshamwithout-pc.gov.uk. Upcoming meetings are on the home page, with calendar of meetings with agendas and agenda packs. They remain on the website after the meeting.</p> <p>The parish council has 13n. noticeboards that display the agendas the week before the meeting.</p> <p>Once the agenda pack has been uploaded to the website the week before the meeting, a link is posted on social media advertising the meeting.</p>	Free of charge
<p>Minutes of meetings (as above) – exclude material that is properly considered to be exempt from disclosure</p> <p>Video recordings of meetings</p>	<p>Available on the parish council website: www.melkshamwithout-pc.gov.uk.</p> <p>Hard copy available</p> <p>Video recordings of meetings are available on YouTube via the dedicated channel “Melksham Without Parish Council” the day after the meeting until the approval of the meeting minutes, when the recording is then deleted.</p>	10p per A4 sheet plus postage
Reports presented to council meetings – exclude material that is properly considered to be exempt from disclosure	Agenda pack uploaded to the website under the relevant meeting the week before the meeting, and remains online	10p per A4 sheet plus postage
Responses to consultation papers	Detailed in the minutes of the meeting when the response was approved. If delegated to the Clerk then attached as an appendix to the meeting if appropriate. On occasion, if of particular public interest, then also published separately on the website (eg response to potential Melksham Bypass	10p per A4 sheet plus postage

	<p>consultation).</p> <p>If members of the public attend the council meeting when it was discussed and would like to be kept updated then they can leave their contact details and consent for information to be kept and a copy can be sent to them, usually by email.</p> <p>Some consultations have the responses displayed online by anonymously.</p> <p>Hard copies available.</p>	
Responses to planning applications	<p>A response to every planning application is detailed in the minutes of the Planning Committee meetings.</p> <p>They are also displayed on the Wiltshire Council website under the comments section of the online planning portal. www.wiltshire.gov.uk</p> <p>Hard copy can be made available</p>	10p per A4 sheet plus postage
Bye-laws	Not applicable	
<p>Class 5 – Our policies and procedures</p> <p>(Current written protocols, policies and procedures for delivering our services and responsibilities)</p>	(hard copy or website)	

Current information only		
<p>Policies and procedures for the conduct of Council business:</p> <ul style="list-style-type: none"> • Procedural standing orders • Committee and sub-committee terms of reference • Delegated authority in respect of officers • Code of Conduct • Policy statements 	<p>All under Policy section of the website. Hard copies available.</p> <p>The Risk Register is not available on the website.</p> <p>Delegated decisions made by the Clerk are reported at the next Council meeting (or Asset Committee meeting if related to assets such as bins, allotment shed/greenhouse permissions)</p>	10p per A4 sheet plus postage
<p>Policies and procedures for the provision of services and about the employment of staff:</p> <ul style="list-style-type: none"> • Internal instructions to staff and policies relating to the delivery of services • Equality and diversity policy • Health and safety policy • Recruitment policies and details of current vacancies • Policies and procedures for handling requests for information • Complaints procedures (including those covering requests for 	<p>Staffing policies are not available on the website but the Complaints Procedure and Data Protection policies are which cover Subject Access Requests, Schedule of Information available under the Freedom of Information Act. Hard copies available.</p> <p>Details of current vacancies will be advertised more prominently on the home page of the parish council website, on noticeboards, on social media and in the local press.</p>	10p per A4 sheet plus postage

information and operating the publication scheme)		
Records management, personal data and access to information policies Include information security policies, records retention, destruction and archive policies, and data protection (including data sharing and CCTV usage) policies	On the website under Policies, under the Data Protection Policies section. NB: Policy on CCTV usage to be written, but decisions on use is detailed in the minutes of meetings when it's been considered. Hard copies available.	10p per A4 sheet plus postage
Class 6 – Lists and Registers Currently maintained lists and registers only.	(hard copy or website; some information may only be available by inspection)	
Information legally required to hold in publicly available registers (in most circumstances existing access provisions will suffice)	None	
Assets register, including details of public land and building assets	A summary of the assets register is detailed in the annual Supporting Statement to the Statement of Accounts with a list of the land and buildings the parish council own as well as those they are a tenant for, and landlord for. The annual report that details the compliance to the Transparency Act includes a list of	10p per A4 sheet plus postage

	<p>building and land owned, as well as car park spaces.</p> <p>Included in the agenda pack for the Finance Committee in May when they review the final figure for the Annual Return and also with the agenda pack for the Asset Management Committee in the Spring/Early Summer when the condition of each item is reviewed.</p>	
Disclosure log indicating the information provided in response to FOIA and EIR requests. These are recommended as good practice	Disclosure log to be added to the website, with hard copies available, moving forward.	
Register of members' interests	<p>The parish council's website has a link to the local authority Wiltshire Council's website where the Register of Interests is published.</p> <p>At the beginning of every Council and Committee meeting members declare any interest and this is recorded in the minutes of the meeting.</p> <p>Hard copy available</p>	10p per A4 sheet plus postage
Register of gifts and hospitality	<p>Hard copy available</p> <p>To display on website moving forward.</p> <p>*** Members to set a limit that should be disclosable for please. The Government principle for acceptance of gifts is that it should NOT be accepted if the cumulative value from any one organisation or individual exceeds £200 in any 12 month period of £50 for any one gift.</p>	10p per A4 sheet plus postage

	https://www.gov.uk/government/publications/ssro-gifts-and-hospitality-policy/gifts-and-hospitality-policy . For Wiltshire Council, Wiltshire Councillors have to register gifts or hospitality received or offered with an estimated value over £50. https://cms.wiltshire.gov.uk/mqListGifts.aspx?bcr=1 Guidance to be given to staff if they should register too please.	
Class 7 – The services we offer (Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses) Current information only	(hard copy or website; some information may only be available by inspection)	
Allotments	See Amenities section of the website, then “Berryfield Allotments” or “Briansfield Allotments” Noticeboards in the Allotment Sites Hard copy available	10p per A4 sheet plus postage
Burial grounds and closed churchyards	Not applicable	
Community centres and village halls	See Links section of the website, then “Community Groups and Village Halls”	10p per A4 sheet plus postage
Parks, playing fields and recreational facilities	See Amenities section of the website, then “Bowerhill Sports Field”. Listed on the Assets list and list of land owned by the parish	10p per A4 sheet plus postage

	council To add to website a section on play areas owned and maintained by the parish council	
Seating, litter bins, clocks, memorials and lighting	Detailed on the Asset Register which is available on request, and in the agenda pack annually when the condition of assets is reviewed by the Asset Management Committee.	10p per A4 sheet plus postage
Bus shelters	Detailed on the Asset Register which is available on request, and in the agenda pack annually when the condition of assets is reviewed by the Asset Management Committee.	10p per A4 sheet plus postage
Markets	Not applicable	
Public conveniences	Not applicable NB: the parish council provide funding to Melksham Town Council towards the running cost of the Market Place toilets	
Agency agreements	Not applicable – but a standing item to be reported on is detailed in the annual report of compliance to the Transparency Act	
Services for which we are entitled to recover a fee and details of those fees (eg burial fees)	Bowerhill Sports Field & Pavilion – see above Allotments – see above Occasional photocopying for newsletters for community groups – see schedule of charges in policies section of website	Free of Charge
Additional Information Information not itemised in the lists above		

Schedule of charges

This describes how the charges have been arrived at and should be published as part of the guide.

TYPE OF CHARGE	DESCRIPTION	BASIS OF CHARGE
Disbursement cost	Photocopying @ 0.00450p per sheet (black & white)	Actual cost * + paper cost + element of staff time
	Photocopying @ 0.045p per sheet (colour)	Actual cost + paper cost + element of staff time
	Postage	Actual cost of Royal Mail standard 2 nd class
Statutory Fee		In accordance with the relevant legislation (quote the actual statute)
Other		

* the actual cost incurred

Section 3 – External Auditor’s Report and Certificate 2022/23

In respect of **MELKSHAM WITHOUT PARISH COUNCIL - WI0162**

1 Respective responsibilities of the auditor and the authority

Our responsibility as auditors to complete a **limited assurance review** is set out by the National Audit Office (NAO). A limited assurance review is **not a full statutory audit**, it does not constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and hence it **does not** provide the same level of assurance that such an audit would. The UK Government has determined that a lower level of assurance than that provided by a full statutory audit is appropriate for those local public bodies with the lowest levels of spending.

Under a limited assurance review, the auditor is responsible for reviewing Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with NAO Auditor Guidance Note 02 (AGN 02) as issued by the NAO on behalf of the Comptroller and Auditor General. AGN 02 is available from the NAO website – <https://www.nao.org.uk/code-audit-practice/guidance-and-information-for-auditors/>

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2023; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

2 External auditor’s limited assurance opinion 2022/23

On the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR), in our opinion the information in Sections 1 and 2 of the AGAR is in accordance with *Proper Practices* and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

Other matters not affecting our opinion which we draw to the attention of the authority:

None

3 External auditor certificate 2022/23

We certify that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2023.

External Auditor Name

PKF LITTLEJOHN LLP

External Auditor Signature

PKF Littlejohn LLP

Date

31/08/2023

Annual Governance and Accountability Return 2022/23 Form 3
Local Councils, Internal Drainage Boards and other Smaller Authorities*

Page 6 of 6

**Melksham Without Parish Council
Financial Year 2023-24**



IAC Audit and Consultancy Ltd

Interim Internal Audit Observations

Audit date: 20 December 2023

B *This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.*

No.	Audit Test	Response	Observation	Recommendation	Priority	Comments
1	Are bank signatory arrangements (the bank mandate) in accordance with Financial Regulations?	Yes	<i>It is understood that the Council has recently received a bank card in the name of a former employee from Lloyds bank. Other Councils have also experienced an issue with Lloyds whereby former employees and Councillors have been reactivated as users on the Lloyds banking system.</i>	Council to contact Lloyds and confirm that they only have on record currently authorised Councillors and Staff.	Medium	To do- We will contact both Lloyds Bank and Unity Trust Bank to ensure that all signatories listed on their records are correct. This has been actioned
2	Has the Council formally Minuted confirmation of bank signatory arrangements?	No	<i>From a review of records it was not possible to verify when the Council reviewed and confirmed the bank signatory arrangements.</i>	Council to formally review and confirm the bank signatory arrangements. This should include formal confirmation of the bank signatories and the mandate to apply on the Councils bank accounts, for example ' any two to sign'.	High	On Finance Committee 8th Jan finance agenda to confirm. This has been actioned.
3	If the Council is a tenant under leases, are the lease agreements current?	No	<i>The Council is a tenant at the Community Centre and of a Play Area and allotments. The allotments are rented from a farm who rents other land from Council, so the two agreements (as landlord and tenant) net off. It appears that the tanancies have continued based on a Framing Business Tenancy. It is unclear whether the Council has had specific legal advice on this.</i> <i>It is also understood that the Council has not registered its ownership of Shaw village hall at the Land Registry.</i>	The Council to consider whether it should obtain formal legal advice in respect of the allotment land and agricultural land. The Council to arrange to register Shaw village hall with the Land Registry.	Medium	The council to consider the allotment land leases at the next Asset Management meeting (5th Feb) so that the next steps can be agreed. The Shaw Village Hall land registration is an outstanding action for officers still to do. Shaw land registry still to do. This has been actioned

C *This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.*

No.	Audit Test	Response	Observation	Recommendation	Priority	Comments
1	The Council, as a body, has undertaken a formal review of risk (this cannot be delegated to sub-committee) - Interim Audit	No	<i>As at the date of the Interim Audit the Council had not formally Minuted a review of Risk</i>	The review of Risk is a key requirement of both the Annual Governance Statement and the Annual Internal Audit Report. The Council MUST ensure that it Minutes a formal review of Risk prior to the end of the financial year.	Advisory	To do review at Finance Committee 8th Jan This has been reviewed

E *Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.*

No.	Audit Test	Response	Observation	Recommendation	Priority	Comments
1	Has the Investment Strategy been subject to annual review?	No	<i>It was noted that the Council is planning on holding funds with the CCLA PSDF (a Money Market Fund). This is not in compliance with the Council's Investment Policy which requires, in 2.3 (iv), that "All investments will be made in UK banks and building societies".</i>	The Council to review its Investment Policy in the light of its decision to hold funds with the CCLA Public Sector Deposit Fund. If appropriate the Council to include the PSDF within 2.3 (iv) of the Investment Policy.	High	On agenda for Finance Committee 8th Jan to amend in line with what the council are now actually doing. This has been actioned.
2	Is there an appropriately approved schedule of fees and charges which is published on the Councils website?	Yes	<i>The Council maintains a listing of fees of charges. It was noted that the Council does not publish the charges for Bowerhill Jubilee Sports Field.</i>	The Council to consider publishing the fees and charges for the Bowerhill Jubilee Sports Field.	Low	Is now published on parish council website under parish amenities- Bowerhill Sports Field. This has been actioned

The Clerk
Melksham Without Parish Council
First Floor, Melksham Community Campus
Market Place
Melksham
Wiltshire
SN12 6ES

27-Apr-24

Explanation of "Not Covered" responses

Further to our Internal Audit of your Council for the financial year 2023/24, I am pleased to submit the signed Internal Report for your Annual Return. We have completed our work and I can confirm that we have not given a Negative response for any of the Internal Control Objectives.

You will note that we have given 'Not Covered' responses in respect of Control Objectives F, K, L and O and we are required to explain why we have done this.

- *The reason for the Not Covered response for Objective F is that we understand that your Council does not maintain a Petty Cash.*
- *The reason for the "Not Covered" response for Objective K is that it is not applicable to your Council as the Council did not certify itself exempt from limited assurance review for 2022/23 financial year.*
- *At present no specific guidance has been provided to Internal Auditors as to what the 'relevant legislation' is in respect of Control Objective L. We have tested against the requirements of Statutory Instruments 2015/480 The Local Government (Transparency Requirements) and 2015/494 The Smaller Authorities (Transparency Requirements), neither of which apply to your Council. The publication requirements of Statutory Instrument (2015/234) The Accounts and Audit Regulations are covered in our responses to Internal Control Objectives M and N. The Council should note that we have not considered any additional publication requirements that may apply, for example those set out in the ICO Model Publication Scheme for Parish Councils.*
- *The reason for the Not Covered response for Objective O as it is our understanding that the Council does not act as Trustee.*

The External Auditor may query why we have responded 'Not Covered' and, if so, you should provide them with a copy of this letter.

Yours sincerely,

A handwritten signature in black ink, appearing to read "K. Rose". The signature is written in a cursive, flowing style.

Kevin Rose ACMA
Director

Teresa Strange
Parish Clerk
Melksham Without Parish Council
First Floor
Melksham Community Campus
Market Place
Melksham
Wiltshire
SN12 6ES

27th April 2024

Dear Teresa,

Year End audit Cover Letter (with Interim)

An audit was carried out by Kevin Rose on Friday 5 April 2024. This was the Year End audit following on from the interim audit carried out on 20 December 2023.

The audit was undertaken using the standard IAC Audit Checklist, which we use for all Local Councils, which has 202 items. A total of 50 items were tested during this audit in addition to the 139 items tested and checked during the interim audit. 13 further items were checked during this audit and confirmed as being 'Not Applicable' to Your Council. All items on the checklists were tested during the year.

Areas subject to audit were;

- the Payment system (Box B)
- Risk and insurance (Box C)
- Payroll(Box G)
- Assets and investments (Box H)
- Bank reconciliations (Box I)
- Accounting Statements (Box J)

Summary of tests undertaken this audit

Positive response	50
Negative response	0
Not Applicable to your Council	13
Total tests carried out	63

Of the 50 applicable items tested a Positive response was obtained in respect of 50 tests. I am pleased to confirm that there were no Negative responses.

IAC Audit & Consultancy Ltd.

Registered in England No 09753929 VAT Reg No 220 6715 38

23 Westbury Road , Yarnbrook, Wiltshire, BA14 6AG

Email: admin@audit-iac.com Tel:01225 775511

Summary of tests undertaken for the financial year (including the Interim audit)

Positive response	150
Negative response	4
Not Applicable to your Council	48
Total tests carried out	202
Tests not carried out	Nil

I am pleased to advise that no 'Non-Compliances' were identified that would give rise to a negative response on the statutory Annual Internal Audit Report.

I would like to express my thanks for the assistance and hospitality provided to me during my audit.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'K. Rose'.

Kevin Rose ACMA
Director

Annual Internal Audit Report 2023/24

Melksham Without Parish Council

ENTER PUBLICLY www.melkshamwithout-pc.gov.uk PAGE ANTIPERS

During the financial year ended 31 March 2024, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2023/24 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes		No*		Not covered**	
	Yes	No*	Yes	No*	Yes	No*
A. Appropriate accounting records have been properly kept throughout the financial year.	Yes					
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	Yes					
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	Yes					
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	Yes					
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	Yes					
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.						N/A
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	Yes					
H. Asset and investments registers were complete and accurate and properly maintained.	Yes					
I. Periodic bank account reconciliations were properly carried out during the year.	Yes					
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	Yes					
K. If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")</i>						N/A
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.						N/A
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(during the 2023-24 AGAR period, were public rights in relation to the 2022-23 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set).</i>	Yes					
N. The authority has complied with the publication requirements for 2022/23 AGAR <i>(see AGAR Page 1 Guidance Notes).</i>	Yes					
O. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes	No	Not applicable		N/A	

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

17/05/2023 20/12/2023

Kevin Rose ACMA- IAC Audit & Consultancy Ltd

Signature of person who carried out the internal audit



Date 27/04/2024

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

****Note:** If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

Melksham Without Parish Council



Interim Audit Date: 20/12/2023
 Year End Audit Date: 05/04/2024

Internal Audit Summary for the year 2023-24

(shaded Internal Control Objectives are not applicable to your Council)

	Internal Control Objective	Observations	Observation Analysis				Responses				
			Non - Compliance	High	Medium	Low	Advisory	Positive	Negative	N/A	Not Checked
A	Appropriate accounting records have been properly kept throughout the financial year.	0	0	0	0	0	0	6	0	0	0
B	This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	3	0	2	0	0	0	34	2	7	0
C	This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	1	0	0	0	1	0	11	1	0	0
D	The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.	0	0	0	0	0	0	15	0	1	0
E	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.	2	0	1	0	1	0	22	1	2	0
F	Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9	N/A
G	Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	0	0	0	0	0	0	22	0	2	0
H	Asset and investments registers were complete and accurate and properly maintained.	0	0	0	0	0	0	7	0	4	0
I	Periodic bank account reconciliations were properly carried out during the year.	0	0	0	0	0	0	12	0	4	0
J	Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	0	0	0	0	0	0	9	0	2	0
K	If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3	N/A
L	The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	7	N/A

2023-24 Internal Audit Melksham Without Parish Council

Internal Control Objective	Observations	Non - Compliance			Observation Analysis			Responses		
		High	Medium	Low	Advisory	Positive	Negative	N/A	Not Checked	
M The authority, during the previous year (2022/23) correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations (evidenced by the notice published on the website and/or authority approved minutes confirming the dates set).	0	0	0	0	0	5	0	0	0	
N The authority has complied with the publication requirements for 2022/23 AGAR (see AGAR Page 1 Guidance Notes).	0	0	0	0	0	7	0	1	0	
O (For local councils only) Trust Funds (including charitable) – The council met its responsibilities as a trustee	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6	N/A	
Total	6	0	2	1	1	150	4	48	0	

Year End audit summary Melksham Without Parish Council

(shaded Internal Control Objectives are not applicable to your Council)



Year End Audit Date 5 April 2024

Internal Control Objective		N/A	Tested	Positive	Negative	Observations	Non Compliance
Box A	Appropriate accounting records have been properly kept throughout the financial year.		0	0	0	0	
Box B	This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.	2	1	1	0	0	
Box C	This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.		7	7	0	0	
Box D	The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.		0	0	0	0	
Box E	Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.		0	0	0	0	
Box F	Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.		N/A	N/A	N/A	N/A	
Box G	Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.	2	22	22	0	0	
Box H	Asset and investments registers were complete and accurate and properly maintained.	4	7	7	0	0	
Box I	Periodic bank account reconciliations were properly carried out during the year.	3	6	6	0	0	
Box J	Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.	2	7	7	0	0	
Box K	If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered"		N/A	N/A	N/A	N/A	
Box L	The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.		N/A	N/A	N/A	N/A	
Box M	The authority, during the previous year (2022/23) correctly provided for the period for the exercise of public rights as required by the Accounts and Audit Regulations (evidenced by the notice published on the website and/or authority approved minutes confirming the dates set).		0	0	0	0	
Box N	The authority has complied with the publication requirements for 2022/23 AGAR (see AGAR Page 1 Guidance Notes).	1	0	0	0	0	
Box O	(For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee	-1	N/A	N/A	N/A	N/A	
Totals		13	50	50	0	0	0



MELKSHAM WITHOUT PARISH COUNCIL

Internal Control Policy

1. SCOPE OF RESPONSIBILITY

The Accounts and Audit Regulations 2005 states

A relevant authority must ensure that it has a sound system of internal control which facilitates the effective exercise of its functions and the achievements of its aims and objectives; ensures that the financial and operational management of the authority is effective; and includes effective arrangements for the management of risk

Melksham Without Parish Council (the Council) is responsible for ensuring that its business is conducted in accordance with the law and proper standards, and that public money is safeguarded and properly accounted for, and used economically, efficiently and effectively. The Council also has a duty under the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.

In discharging this overall responsibility, the Council is also responsible for establishing and maintaining appropriate risk management processes, governance arrangements, and control systems, (including operational procedures) which facilitate the effective exercise of its functions.

2. THE PURPOSE OF THE SYSTEM OF INTERNAL CONTROL

The system of internal control is designed to managed risk to a reasonable level rather than to eliminate risk of failure to achieve policies, aims and objectives; it can therefore only provide reasonable and not absolute assurance of effectiveness.

The system of internal control is based on an ongoing process designed to identify and prioritise the risks to the achievement of the Council's policies, aims and objections, to evaluate the like likelihood of those risks being realised and the impact should they be realised, and to manage them efficiently, effectively and economically.

3. THE INTERNAL CONTROL ENVIRONMENT

The key elements of the Council's internal control environment include:

- Standing Orders and Financial Regulations, which establish arrangements for policy setting and decision making and the delegation of powers to members and officers under a committee structure.
- An established planning process, which sets clear objectives and targets and reconciles policy priorities with financial resources;
- The inclusion within the planning process of risk assessments and a clear statement of the ways in which identified risks will be managed;
- A system of regular monitoring and reporting of the Council's performance against its plans;
- Established budget setting and budgetary management systems, ensuring the economical, effective and efficient use of resources, and regular reporting of financial performance to officers and members;
- A structure of centrally monitored devolved financial management that promotes management of the Council's finances at the appropriate organisational level;
- Comprehensive codes of conduct for members and officers that set out clear expectations for standards of behaviour;
- Effective arrangements for dealing with complaints and whistle-blowing, and for combating fraud and corruption;
- A well-regarded internal audit service that works with officers to assess and develop the control environment, and which supports management's assessment of compliance with established policies, procedures, laws and regulations. Reports of the Internal Auditor and submitted in full to the Full Council.
- The Council has appointed a Clerk to the Council who acts as the Council's advisor and administrator. The Clerk is the Council's Responsible Financial Officer and is responsible for administering the Council's finances. The Clerk is responsible for the day to day compliance with laws and regulations that the Council is subject to and for managing risks. The Clerk also ensures that the Council's procedures, control systems and policies are maintained.

4. REVIEW OF EFFECTIVENESS

The Council has responsibility for conducting, at least annually, a review of the effectiveness of the system of internal control and the system of internal audit. The review of the effectiveness of the system of internal control is informed by the work of the internal auditor and managers within the Council, and also by comments made by the external auditors in their annual audit letter.

Reviewed at Finance Committee 12th June 2023 (min.54/23cii) and recommended to be re-adopted. Approved by Full Council 19th June 2023.

Annual Governance and Accountability Return 2023/24 Form 3

To be completed by Local Councils, Internal Drainage Boards and other Smaller Authorities*:

- where the higher of gross income or gross expenditure exceeded £25,000 but did not exceed £6.5 million; or
- where the higher of gross income or gross expenditure was £25,000 or less but that:
 - are unable to certify themselves as exempt (fee payable); or
 - have requested a limited assurance review (fee payable)

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return 2023/24

1. Every smaller authority in England that either received gross income or incurred gross expenditure exceeding £25,000 **must** complete Form 3 of the Annual Governance and Accountability Return at the end of each financial year in accordance with *Proper Practices*.
2. **The Annual Governance and Accountability Return is made up of three parts, pages 3 to 6:**
 - The **Annual Internal Audit Report must** be completed by the authority's internal auditor.
 - **Sections 1 and 2 must** be completed and approved by the authority.
 - **Section 3** is completed by the external auditor and will be returned to the authority.
3. The authority **must** approve Section 1, Annual Governance Statement, before approving Section 2, Accounting Statements, and both **must** be approved and published on the authority website/webpage **before 1 July 2024**.
4. An authority with either gross income or gross expenditure exceeding £25,000 or an authority with neither income nor expenditure exceeding £25,000, but which is unable to certify itself as exempt, or is requesting a limited assurance review, **must** return to the external auditor by email or post (not both) **no later than 30 June 2024**. Reminder letters will incur a charge of £40 +VAT:
 - the Annual Governance and Accountability Return Sections 1 and 2, together with
 - a bank reconciliation as at 31 March 2024
 - an explanation of any significant year on year variances in the accounting statements
 - notification of the commencement date of the period for the exercise of public rights
 - Annual Internal Audit Report 2023/24

Unless requested, do not send any additional documents to your external auditor. Your external auditor will ask for any additional documents needed.

Once the external auditor has completed the limited assurance review and is able to give an opinion, the Annual Governance and Accountability **Section 1, Section 2 and Section 3 – External Auditor Report and Certificate** will be returned to the authority by email or post.

Publication Requirements

Under the Accounts and Audit Regulations 2015, authorities must publish the following information on the authority website/webpage:

Before 1 July 2024 authorities **must** publish:

- Notice of the period for the exercise of public rights and a declaration that the accounting statements are as yet unaudited;
- **Section 1 - Annual Governance Statement 2023/24**, approved and signed, page 4
- **Section 2 - Accounting Statements 2023/24**, approved and signed, page 5

Not later than 30 September 2024 authorities **must** publish:

- Notice of conclusion of audit
- **Section 3 - External Auditor Report and Certificate**
- **Sections 1 and 2 of AGAR** including any amendments as a result of the limited assurance review. It is recommended as best practice, to avoid any potential confusion by local electors and interested parties, that you also publish the Annual Internal Audit Report, page 3.

The Annual Governance and Accountability Return constitutes the annual return referred to in the Accounts and Audit Regulations 2015. Throughout, the words 'external auditor' have the same meaning as the words 'local auditor' in the Accounts and Audit Regulations 2015.

*for a complete list of bodies that may be smaller authorities refer to schedule 2 to the Local Audit and Accountability Act 2014.

Guidance notes on completing Form 3 of the Annual Governance and Accountability Return (AGAR) 2023/24

- The authority **must** comply with *Proper Practices* in completing Sections 1 and 2 of this AGAR. *Proper Practices* are found in the *Practitioners' Guide** which is updated from time to time and contains everything needed to prepare successfully for the financial year-end and the subsequent work by the external auditor.
- Make sure that the AGAR is complete (no highlighted boxes left empty) and is properly signed and dated. Any amendments must be approved by the authority and properly initialled.
- The authority **should** receive and note the Annual Internal Audit Report before approving the Annual Governance Statement and the accounts.
- Use the checklist provided below to review the AGAR for completeness before returning it to the external auditor by email or post (not both) no later than 30 June 2024.
- The Annual Governance Statement (Section 1) must be approved on the same day or before the Accounting Statements (Section 2) and evidenced by the agenda or minute references.
- The Responsible Financial Officer (RFO) must certify the accounts (Section 2) before they are presented to the authority for approval. The authority must in this order; consider, approve and sign the accounts.
- The RFO is required to commence the public rights period as soon as practical after the date of the AGAR approval.
- **You must inform your external auditor about any change of Clerk, Responsible Financial Officer or Chair, and provide relevant authority owned generic email addresses and telephone numbers.**
- Make sure that the copy of the bank reconciliation to be sent to your external auditor with the AGAR covers all the bank accounts. If the authority holds any short-term investments, note their value on the bank reconciliation. The external auditor must be able to agree the bank reconciliation to Box 8 on the accounting statements (**Section 2, page 5**). An explanation **must** be provided of any difference between Box 7 and Box 8. More help on bank reconciliation is available in the *Practitioners' Guide**.
- Explain fully significant variances in the accounting statements on **page 5**. Do not just send a copy of the detailed accounting records instead of this explanation. The external auditor wants to know that you understand the reasons for all variances. Include complete numerical and narrative analysis to support the full variance.
- If the bank reconciliation is incomplete or variances not **fully** explained then additional costs may be incurred.
- Make sure that the accounting statements add up and that the balance carried forward from the previous year (Box 7 of 2023) equals the balance brought forward in the current year (Box 1 of 2024).
- The Responsible Financial Officer (RFO), on behalf of the authority, **must** set the commencement date for the exercise of public rights of 30 consecutive working days which **must** include the first ten working days of July.
- The authority **must** publish on the authority website/webpage the information required by Regulation 15 (2), Accounts and Audit Regulations 2015, including the period for the exercise of public rights and the name and address of the external auditor **before 1 July 2024**.

Completion checklist – 'No' answers mean you may not have met requirements		Yes	No
All sections	Have all highlighted boxes have been completed?		
	Has all additional information requested, including the dates set for the period for the exercise of public rights , been provided for the external auditor?		
Internal Audit Report	Have all highlighted boxes been completed by the internal auditor and explanations provided?		
Section 1	For any statement to which the response is 'no', has an explanation been published?		
Section 2	Has the Responsible Financial Officer signed the accounting statements before presentation to the authority for approval?		
	Has the authority's approval of the accounting statements been confirmed by the signature of the Chair of the approval meeting?		
	Has an explanation of significant variations been published where required?		
	Has the bank reconciliation as at 31 March 2024 been reconciled to Box 8?		
	Has an explanation of any difference between Box 7 and Box 8 been provided?		
Sections 1 and 2	Trust funds – have all disclosures been made if the authority as a body corporate is a sole managing trustee? NB: do not send trust accounting statements unless requested.		

***Governance and Accountability for Smaller Authorities in England – a Practitioners' Guide to Proper Practices**, can be downloaded from www.nalc.gov.uk or from www.ada.org.uk

Annual Internal Audit Report 2023/24

ENTER NAME OF AUTHORITY

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

During the financial year ended 31 March 2024, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2023/24 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

Internal control objective	Yes	No*	Not covered**
A. Appropriate accounting records have been properly kept throughout the financial year.			
B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for.			
C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.			
D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate.			
E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for.			
F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for.			
G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied.			
H. Asset and investments registers were complete and accurate and properly maintained.			
I. Periodic bank account reconciliations were properly carried out during the year.			
J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded.			
K. If the authority certified itself as exempt from a limited assurance review in 2022/23, it met the exemption criteria and correctly declared itself exempt. <i>(If the authority had a limited assurance review of its 2022/23 AGAR tick "not covered")</i>			
L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation.			
M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations <i>(during the 2023-24 AGAR period, were public rights in relation to the 2022-23 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set)</i> .			
N. The authority has complied with the publication requirements for 2022/23 AGAR <i>(see AGAR Page 1 Guidance Notes)</i> .			
O. (For local councils only) Trust funds (including charitable) – The council met its responsibilities as a trustee.	Yes	No	Not applicable

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

DD/MM/YYYY DD/MM/YYYY DD/MM/YYYY

ENTER NAME OF INTERNAL AUDITOR

Signature of person who carried out the internal audit

SIGNATURE REQUIRED

Date

DD/MM/YYYY

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

****Note:** If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

ENTER NAME OF AUTHORITY

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2024, that:

	Agreed		'Yes' means that this authority:
	Yes	No*	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.			<i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i>
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.			<i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i>
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.			<i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i>
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.			<i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i>
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.			<i>considered and documented the financial and other risks it faces and dealt with them properly.</i>
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.			<i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i>
7. We took appropriate action on all matters raised in reports from internal and external audit.			<i>responded to matters brought to its attention by internal and external audit.</i>
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.			<i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i>
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A <i>has met all of its responsibilities where, as a body corporate, it is a sole managing trustee of a local trust or trusts.</i>

***Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.**

This Annual Governance Statement was approved at a meeting of the authority on:

DD/MM/YYYY

and recorded as minute reference:

MINUTE REFERENCE

Signed by the Chair and Clerk of the meeting where approval was given:

Chair

SIGNATURE REQUIRED

Clerk

SIGNATURE REQUIRED

ENTER PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

Section 2 – Accounting Statements 2023/24 for

ENTER NAME OF AUTHORITY

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	
			<i>Please round all figures to nearest £1. Do not leave any boxes blank and report £0 or Nil balances. All figures must agree to underlying financial records.</i>
1. Balances brought forward			<i>Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.</i>
2. (+) Precept or Rates and Levies			<i>Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.</i>
3. (+) Total other receipts			<i>Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.</i>
4. (-) Staff costs			<i>Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.</i>
5. (-) Loan interest/capital repayments			<i>Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).</i>
6. (-) All other payments			<i>Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).</i>
7. (=) Balances carried forward			<i>Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).</i>
8. Total value of cash and short term investments			<i>The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.</i>
9. Total fixed assets plus long term investments and assets			<i>The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.</i>
10. Total borrowings			<i>The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).</i>

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)				<i>The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.</i>
11b. Disclosure note re Trust funds (including charitable)				<i>The figures in the accounting statements above exclude any Trust transactions.</i>

I certify that for the year ended 31 March 2024 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

SIGNATURE REQUIRED

Date

DD/MM/YYYY

I confirm that these Accounting Statements were approved by this authority on this date:

DD/MM/YYYY

as recorded in minute reference:

MINUTE REFERENCE

Signed by Chair of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

Section 3 – External Auditor’s Report and Certificate 2023/24

In respect of ENTER NAME OF AUTHORITY

1 Respective responsibilities of the auditor and the authority

Our responsibility as auditors to complete a **limited assurance review** is set out by the National Audit Office (NAO). A limited assurance review is **not a full statutory audit**, it does not constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and hence it **does not** provide the same level of assurance that such an audit would. The UK Government has determined that a lower level of assurance than that provided by a full statutory audit is appropriate for those local public bodies with the lowest levels of spending.

Under a limited assurance review, the auditor is responsible for reviewing Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with NAO Auditor Guidance Note 02 (AGN 02 as issued by the NAO on behalf of the Comptroller and Auditor General. AGN 02 is available from the NAO website – <https://www.nao.org.uk/code-audit-practice/guidance-and-information-for-auditors/> .

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2024; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

2 External auditor’s limited assurance opinion 2023/24

(Except for the matters reported below)* on the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return, in our opinion the information in Sections 1 and 2 of the Annual Governance and Accountability Return is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met. (*delete as appropriate).

(continue on a separate sheet if required)

Other matters not affecting our opinion which we draw to the attention of the authority:

(continue on a separate sheet if required)

3 External auditor certificate 2023/24

We certify/do not certify* that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2024.

*We do not certify completion because:

External Auditor Name

ENTER NAME OF EXTERNAL AUDITOR

External Auditor Signature

SIGNATURE REQUIRED

Date

DD/MM/YYYY

Explanation of variances – pro forma

Name of smaller authority: **Melksham Without Parish Council**
 County area (local councils and): **Wiltshire**

Insert figures from Section 2 of the AGAR in all **Blue** highlighted boxes

Next, please provide full explanations, including numerical values, for the following that will be flagged in the green boxes where relevant:

- variances of more than 15% between totals for individual boxes (except variances of less than £200);
- **New from 2020/21 onwards:** variances of £100,000 or more require explanation regardless of the % variation year on year;

	2022/23 £	2023/24 £	Variance £	Variance %	Explanation Required?	Automatic responses trigger below based on figures input. DO NOT OVERWRITE THESE BOXES	Explanation from smaller authority (must include narrative and supporting figures)
1 Balances Brought Forward	1,329,700	786,940				Explanation of % variance from PY opening balance not required - Balance brought forward agrees	
2 Precept or Rates and Levies	235,689	245,271	9,582	4.07%	NO		
3 Total Other Receipts	481,401	150,883	-330,518	68.66%	YES		Please see variance explanation tab
4 Staff Costs	129,832	140,699	10,867	8.37%	NO		
5 Loan Interest/Capital Repayment	104,259	338,148	233,889	224.33%	YES		In September 23, the council paid £49,500 in capital repayment and £2,166 in interest to the Public Works Loan Board. In January 2024, following receipt of some community infrastructure levy (CIL) funding, which the council had previously not had any visibility of when this was going to be received, paid off the loan in full three years early. This provided the council with a discount of £11,782 on the capital amount to be repaid. The final capital amount due to pay off the loan in full was £285,218, and the accrued interest due was £1,265 that was paid back in January 2024. For clarity, the total capital amount paid back in the 2023/24 financial year was £334,718 and the total interest payments paid were £3,431. The public works loan was always intended to be ease the cashflow and enable the village hall to be built in a timely manner, and to be paid off on receipt of s106 and CIL funds. Loan Reference No. 407594
6 All Other Payments	1,025,759	219,907	-805,852	78.56%	YES		Please see variance explanation tab
7 Balances Carried Forward	786,940	484,340				VARIANCE EXPLANATION NOT REQUIRED	
8 Total Cash and Short Term Investments	809,280	504,430				VARIANCE EXPLANATION NOT REQUIRED	
9 Total Fixed Assets plus Other Long Term Investments and	1,150,955	1,162,513	11,558	1.00%	NO		
10 Total Borrowings	346,500	0	-346,500	100.00%	YES		Please see explanation in box 5

Rounding errors of up to £2 are tolerable

Variances of £200 or less are tolerable

BOX 10 VARIANCE EXPLANATION NOT REQUIRED IF CHANGE CAN BE EXPLAINED BY BOX 5 (CAPITAL PLUS INTEREST PAYMENT)

Melksham Without Parish Council

Variances breakdown

Box 3	TOTAL OTHER RECEIPTS	Variance to explain	-330,518
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Explanation

1	In this financial year, the parish council deposited funds into fixed-term deposits, some short term and some longer-term, with higher interest rates, which accrued more interest. The council also opened an instant access account, which provided a level of interest and enabled the council to keep funds in there and still be able to access them if required. In the previous financial year, the council didn't deposit funds in many fixed-term deposits due to the overall very low interest rates and, therefore, did not accrue much interest.	15563
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2	In the 2022/23 financial year, the council received the second part of the s106 funding for the new Berryfield Village Hall of £425,998. As the full s106 funding for the village hall had already been received, no other s106 funding was received in the 2023/24 financial year.	-425998
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3	In the 2022/23 financial year, the council received a small amount of Community Infrastructure Levy (CIL) funding compared to the 2034/24 for small developments in the parish. In 2023/24 the council received c£82k for a large development in Berryfield, which was the first tranche of CIL funding due for this site. All other CIL income received in the current year was for small developments in the parish	73014
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4	In the current financial year, the council received a total of £10,400 in grant/ donations. The council applied to the Football Foundation for funding towards new moveable goal posts for the sports field, which they were successful in getting. The council also received a £3k donation from a resident towards a new defibrillator to be located at a new location in the parish. The council also received a £5k Area Board grant towards the Melksham Community Support project. As this project is a joint project with the neighbouring council, 50% of this funding was transferred over to them in the 2023/24 year. In the 2022/23 year, the council received one grant, which was funding from the SSEN Resilient Communities Fund to operate and fund the Melksham Community Support Project.	2039
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5	In the 2022/23 financial year, the council received £16,119 in solar farm funding. In the current year, £17,547 was received, which is slightly more funding than the previous year. It had previously been considered that this funding fluctuated depending on how many dwellings were in the radius of the solar farm; however, it has now been confirmed from the solar farm company that moving forward, the funding will only be recalculated when there is a boundary change.	1428
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6	As part of the terms of the lease for Berryfield Village Hall, as owners of the building, the parish council obtains the insurance for the building and charges it back to the Village Hall Trust. In the current year, the council is expecting the remaining funds left over from the public art project for the ongoing maintenance of the public art to be transferred from Wiltshire Council, which is a debtor at year end.	1727
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7	In the current year, the council was asked by a member of the public to install a memorial bench. As per the council's policy on this, they charged back the cost of the bench and installation to the resident. No memorial benches were installed on behalf of residents in the previous financial year.	900
8	The Melksham Neighbourhood Plan is a joint project with the neighbouring town council, and as such, a share of any expenditure incurred by the parish council for the project is charged back to the council. As detailed in the Joint Practitioners Guide, the income received for this is unable to be netted off against the expenditure. In the current year, the council received £2,752 and in 2022/23 we received £2,098.	654
9	The council, on a regular basis, facilitates the operational flood ops meeting. Although, room hire is not charged, the parish council charges a small fee for the use of the IT equipment and refreshments. These meetings were not held in the previous financial year.	150
Total		-330523
Outstanding to explain		5

Box 6	ALL OTHER PAYMENTS	Variance to explain	-805,852
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Explanation

1	The construction of the new Berryfield Village Hall has now been completed. Most of the cost associated with the build was incurred in the 2022/23 financial year. £569,467 was spent on the project in the last financial year. In the 2023/24 year, £18,760 was spent, which was the retention following the 1 year defect period, as well as final architect and project manager fees and the final amount due to be paid for the demolition of the old village hall.	-550707
2	In the 2022/23 financial year, the parish council transferred £315,030 over to the town council, which was CIL, for a development that had moved into the parish of the town in the Community Governance boundary review. The parish council resolved to transfer this money over to the neighbouring council to be spent on the residents of that area. The funding was transferred over with a legal tie on how it should be spent. This was a one-off, and as such, it did not occur again in 2023/24.	-315030
3	The office rent in the previous year was £6,920 due to the council moving into their new office space in July 2022. This means that the council paid 8 months worth of rent in the previous financial year. In the current year, the council paid £11,035 which was 12 months worth of rent. The council has agreed that the rent will increase by £1,000 each year for the length of the lease term.	4115

4	<p>In the previous year, the council paid £4,694 for the parish insurance and £4,312 for the Bowerhill Sports Field. The council was also in the third and final year of a long term agreement with their insurance provider. In 2023/24, the long term agreement expired, which meant that the council was able to obtain some quotes for council insurance. As a result, the council was able to get a much cheaper insurance premium for this year for both the sports field and parish. For the parish, the total amount paid was £3,611, the sports pavilion was £576, and Berryfield Village Hall was £376 (which is charged back to the hall trust).</p>	-3736
5	<p>In the 2022/23 financial year, the parish council spent £5,132 on new equipment and furniture, which was associated with the office move as the council needed to purchase new IT equipment to enable meetings to be streamed online to make them more publically accessible. In the 2023/24 financial year, the council spent £2,186 on new equipment, which included a replacement photocopier and a few small office items such as new keyboards.</p>	-2946
6	<p>In the previous financial year, the council spent £3,300 on play area safety surfacing cleaning. In the 2023/24 year, no safety surfacing cleaning was undertaken on the parish play areas due to contractor issues.</p>	-3300
7	<p>In the previous financial year, the council spent £3,079 on play area grass cutting, which was as per the grass cutting contract. In the current year, £4,986 was spent on this provision. This was due to the council agreeing to a one year extension to the contract with a 10% increase, as well as the council adopting a new play area, which added to the increase in costs over the previous year.</p>	1907
8	<p>In the current year, the council spent £2,146 on tree inspections and tree work on parish council owned trees. The council has a schedule for undertaking tree inspection work every 27 months so that the trees are inspected in different seasons each time. In the previous financial year, no tree work or inspections were undertaken.</p>	2146
9	<p>In the current financial year, the council spent £4,460 on contributions towards the local highway and footway improvements, which is the council's 50% share of the costs, with the other 50% being funded by Wiltshire Council. Improvements that the parish council funded this year were village gates, dropped kerbs and louvred hoods for traffic lights. The council did not spend anything on highway improvements in the previous financial year; these type of projects often take months, if not years to reach fruition.</p>	4460
10	<p>In the 2022/23 financial year, the council spent £3,575 on speed indicator device deployment. In the current year, only £405 was spent on the speed indicator device, which was for additional mounting bars and to update the software on one of the devices. Unfortunately, due to a number of issues with programming and contractors, the speed indicators were not deployed in this financial year; therefore, there is a much lower spend.</p>	-3170
11	<p>In this year, the council purchased a new bus shelter to replace an existing old wooden shelter, which was in poor condition. £4,095 was the total cost of works associated with the bus shelter replacement, such as removing the old shelter and asbestos roof, and the manufacture and installation of the new shelter. No new bus shelters were installed in the 2022/23 financial year.</p>	4095

12	<p>In the current year, the parish council took on a new play area, known as Whitworth, from the developers. The play area required some work, such as replacing the gravel pathway, which was not fit for purpose, with a tarmac pathway and installing safety surfacing under the teen shelter ROSPA had recommended. The cost of these works was £9,899. As part of the pathway installation, edge work was required, which cost an additional £1,211. The council also undertook some edge repairs at Kestrel Court Play area and purchased some play area surfacing repair kits due to some cracks forming in the surfacing at some parish play areas, which was the other play area expenditure. In the previous year, the council only spent £480 on play areas, which was for some minor play area repairs.</p>	12851
13	<p>In the current year, the council spent £14,490 on community grants (excluding village halls), which is slightly more than the previous year, which was £13,850. This was due to the cost of living crisis, with more voluntary organisations seeing an increase in running costs, which means that they required more grant funding. The parish council also awarded £3,700 in funding towards the new community shop in Whitley in the current year.</p>	4340
14	<p>In the current year, the council, as part of a joint project with Wiltshire Council, has purchased real time information for three bus shelters in Bowerhill at a cost of £8,605 (50% share). This project had not started in the previous year; therefore, there was no expenditure associated with this project.</p>	8605
15	<p>In the 2023/24 year, the parish council agreed to work jointly with the town council and Age UK to commission a community support project worker to manage the Melksham Community Support Scheme. This scheme is to help and support older people in the community of Melksham town and Melksham Without parish by helping them access information and advice and resolving practical difficulties. The total agreed cost for the project for 23/2024 year is £23,000 with the parish council paying £11,500 which is its 50% share of the cost. All other expenditures for this scheme are for the cost of the phoneline and website domain. There was no expenditure for the previous year for this scheme as it is a new project that started in the current financial year.</p>	14141
16	<p>In the current year, under Bowerhill Sports Field repairs and maintenance, there is a much higher expenditure than in the previous year. The spend in the 2022/23 year was £5,199, and in the current year it is £14,230. The high expenditure in the current year is due to the fact that a number of items needed to be replaced at the pavilion this year. In September 23 one of the water return pumps split, which caused water to pour out into the pavilion pump room, it made sense to replace the 2nd return pump at the same time as the same age, as well as the circuit boards in two of the water heaters. The total cost of the replacement was £4,251. The base that the water tank is sitting on was rotting away, and there was a concern that this could fail at any time. Due to the high risk of this happening, the council arranged for it to be replaced with a steel base at a cost of £2,750. The council also purchased some moveable goal posts at a cost of £5,042 to improve the sports field (and received £2,400 in grant funding from the Football Foundation towards them). All other costs were for the maintenance of the pavilion and field, such as services and pitch inspections.</p>	9031

17	<p>In the current year, the council spent £746 on spiking and £1,616 on pitch fertilising during the season. In the previous year, the council did not undertake this maintenance.</p>	2362
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18	<p>As explained under Box 3 (Explanation 8), the Melksham Neighbourhood Plan is a joint project between the parish and town council. The parish council's share of the costs for this project is 30%, with the town council bearing 70% of the costs for this project. The town council, as the lead council for the project, normally charges back the fees associated with the plan consultants and any other expenditure relating to this project; however, on some occasions during the year, the parish council has incurred expenditures that they have charged back to the town council. The invoiced amount has been shown under income. For the current year, £10,374 is being shown as expenditure, with £2,752 being shown as income for the project (town councils 70% share of costs), meaning that the parish councils true expenditure for the project is £7,622. In the previous financial year, there was £7,942 shown as expenditure, with £2,098 shown as income (town council's share 70% of costs), meaning the true expenditure for the project was £5,844</p>	2432
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19	<p>The Market Place public toilets are a joint venture between the town council and the parish council. For the 2023/24 financial year, the parish council agreed to pay a flat rate of £5,000 towards the toilets. In the previous year, £2,591 was shown as being spent. In the previous year, the parish council had agreed to spend up to a maximum of £7,500 on the toilets; however, by the end of the 21/22 financial year, the council had not been invoiced, which meant that they did an accrual of £7,500 at that year end. By the end of the 2022/23 year, the council still had not been invoiced for the 2021/22 year or the 2022/23 year, meaning that accruals needed to be done at the end of this year. Following a meeting with the town council at the end of the 2022/23 year, the amounts due for 21/22 and 22/23 had been agreed; however, they were not invoiced before year end. The amount agreed for 21/22 was £4,091 and for 22/23 £6,000 which left a total debit for this project of £10,091 over the two financial years. As the true cost for the toilets for 21/22 was lower than expected and what was accrued for at the end of the 21/22 financial year, this meant that there was a £3,409 credit on this cost code. Taking into account the £6,000 that was accrued for the 2022/23 year, a credit of £3,409 was deducted from this, which leaves the expenditure at £2,591</p>	2409
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Total		-805995
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Outstanding to explain		143
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GENERAL POWER OF COMPETENCE

This form is only for use by Parish and Town Councils subject to a review and should not be published on your website

Please submit this form to PKF Littlejohn LLP with the AGAR Form 3 and other requested documentation

Name of council: Melksham Without Parish Council

Declaration:

The above-named council **DID** hold the General Power of Competence (GPC) as at 31 March 2024.

If the council **DID** hold the GPC as at 31 March 2024, please ensure the following evidence is submitted with the 2023/24 AGAR:

- Copy of the minute resolving the adoption of the GPC; and
- Evidence that at least two thirds of the total number of members had been elected at the date of adoption; and
- Evidence that the clerk held either the CiLCA/CHELP/CHEiLCA/level 1 foundation degree in CEG at the date of adoption; and
- Where the above qualifications were gained before April 2012, evidence that the clerk held the CiLCA Section LO7 GPC in Isolation module certificate at the date of adoption;

(see [The Parish Councils \(General Power of Competence\) \(Prescribed Conditions\) Order 2012 \(legislation.gov.uk\)](#) for details)

iii) **To note VAT reclaim submitted**

Resolved: To note a VAT reclaim had been submitted to HMRC of £5,515.72 or which £5,512.72 had been received, which officers had queried.

i) **To seek cheque signatories/online authority for January payments**

Resolved: Councillors Shea-Simonds and Councillor Glover to be cheque/online authorities for January.

j) **To consider draft legal agreement for transferring CIL (Community Infrastructure Levy) to Melksham Town Council for East of Melksham Community Centre**

As the draft legal agreement had not been received as yet by the Town Council, the Clerk suggested this item be deferred.

391/21 To resolve that council meets the eligibility for General Power of Competence

Councillor Glover explained the Clerk had obtained her CiLCA qualification some years ago, however, this predated the General Power of Competence element and therefore had undertaken this module in early January and qualified.

Members were asked to confirm the Council met the eligibility criteria below, which meant the council had more scope to act on behalf of its residents.

Eligibility criteria:

- Two thirds or more of the councillors have been elected, rather than co-opted or appointed (10 out of 13 elected in May 2021)
- and
- The Clerk to the Council holds:
The Certificate in Local Council Administration (CiLCA) (qualified January 2012)
- The Clerk to the Parish Council has completed the relevant training (i.e., training in the exercise of the General Power of Competence provided in accordance with the national training strategy for parish councils adopted by the National Association of Local Councils, as revised from time to time), unless such training was required for the purpose of obtaining one of the qualifications listed above (qualified module 8 January 2022)

Resolved: To confirm the Council meets the eligibility for General Power of Competence.

NOTICE OF UNCONTESTED ELECTION

Wiltshire Council

Election of Parish Councillors for Melksham Without (Melksham Without (Beanacre, Shaw, Whitley & Blackmore Ward))

on

Thursday 6 May 2021

Number of seats: 4

I, being the Returning Officer at the above election, report that the persons whose names appear below were duly elected Parish Councillors for Melksham Without (Melksham Without (Beanacre, Shaw, Whitley & Blackmore Ward)).

Name of Candidate	Home Address	Description (if any)
CHIVERS Terry	7 Eden Grove, Whitley, Melksham, SN12 8QJ	Independent
PATACCHIOLA Stefano Angelo	(address in Wiltshire)	Local resident, Shaw
PILE Mary	2 Springfield Gardens, Whitley, Melksham, Wilts, SN12 8RQ	

As the number of candidates is equal to or less than the number of seats available, they are duly elected and will take up office from Monday 10 May 2021.

There will **NOT** be an election taking place on Thursday 6 May 2021 for this particular town/parish council area although there may be other elections taking place that day: Police and Crime Commissioner, Wiltshire Unitary Council, Neighbourhood Planning Referendum.

Dated Wednesday 14 April 2021

Terence Herbert
Returning Officer

NOTICE OF UNCONTESTED ELECTION

Wiltshire Council

Election of Parish Councillors for Melksham Without (Melksham Without (Berryfield Ward))

on

Thursday 6 May 2021

Number of seats: 2

I, being the Returning Officer at the above election, report that the persons whose names appear below were duly elected Parish Councillors for Melksham Without (Melksham Without (Berryfield Ward)).

Name of Candidate	Home Address	Description (if any)
HOLT Shona Mary	3 Rennie Crescent, Melksham, SN12 6GL	Independent
WOOD Richard Jackman	495, Semington Road, Melksham, Wiltshire, SN12 6DX	Independent

As the number of candidates is equal to or less than the number of seats available, they are duly elected and will take up office from Monday 10 May 2021.

There will **NOT** be an election taking place on Thursday 6 May 2021 for this particular town/parish council area although there may be other elections taking place that day: Police and Crime Commissioner, Wiltshire Unitary Council, Neighbourhood Planning Referendum.

Dated Wednesday 14 April 2021

Terence Herbert
Returning Officer

NOTICE OF UNCONTESTED ELECTION

Wiltshire Council

Election of Parish Councillors for Melksham Without (Melksham Without (Bowerhill Ward))

on

Thursday 6 May 2021

Number of seats: 7

I, being the Returning Officer at the above election, report that the persons whose names appear below were duly elected Parish Councillors for Melksham Without (Melksham Without (Bowerhill Ward)).

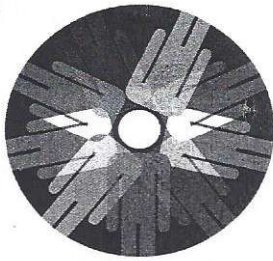
Name of Candidate	Home Address	Description (if any)
BAINES Alan Francis	159 Woodrow Road, Forest, Melksham, Wilts, SN12 7RQ	Experienced Independent Parish Councillor
GLOVER John Charles	15 Wellington Drive, Bowerhill, Melksham, Wiltshire, SN12 6QW	Independent
HARRIS Mark Adrian	1 Brampton Court, Bowerhill, Melksham, SN12 6TH	Independent
PAFFORD Edward David	26, Britannia Close, Bowerhill, Melksham, Wiltshire, SN12 6WB	Labour Party
SHEA-SIMONDS Robert Anthony Blackall	18 Barnes Wallis Close, Bowerhill, Melksham, SN12 6UJ	Bowerhill Independent

As the number of candidates is equal to or less than the number of seats available, they are duly elected and will take up office from Monday 10 May 2021.

There will **NOT** be an election taking place on Thursday 6 May 2021 for this particular town/parish council area although there may be other elections taking place that day: Police and Crime Commissioner, Wiltshire Unitary Council, Neighbourhood Planning Referendum.

Dated Wednesday 14 April 2021

Terence Herbert
Returning Officer



The National Training Strategy
for Town & Parish Councils

● CiLCA

Certificate in Local
Council Administration

PG 2008

This is to certify that

Teresa Strange

has been awarded a

Pass

in the above qualification

6th January 2012

Crispin Moor
(Commission for Rural Communities)

CHAIR, MONITORING &
VERIFICATION BOARD

Frank Johnston
L.L.B. (Hons). Barrister-at-Law

CHIEF VERIFIER, CiLCA

The qualification is assured by the
University of Gloucestershire



UNIVERSITY OF
GLOUCESTERSHIRE

at CHELTENHAM and GLOUCESTER



NATIONAL IMPROVEMENT
STRATEGY FOR PARISH
& TOWN COUNCILS



Certificate in Local Council Administration

Section 7, General Power of Competence, CiLCA

This is to certify that:

Teresa Strange

a holder of either the AQA CiLCA, CiLCA, University of Gloucestershire Certificate in Local Policy or Local Council Administration, has been awarded a **pass** in Section 7, General Power of Competence, CiLCA.

Having been awarded one of the aforementioned qualifications, this certificate now fulfils the eligibility criteria for a qualified clerk as prescribed in the Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012.

Date:

08 January 2022

Di Morgan
Internal Quality Assurance Verifier
Certificate in Local Council Administration
Society of Local Council Clerks

Reconciliation between Box 7 and Box 8 in Section 2 - pro forma

(applies to Accounting Statements prepared on an income and expenditure basis only)

Please complete the highlighted boxes.

Name of smaller authority:

Melksham Without Parish Council

County area (local councils and parish meetings only):

Wiltshire

There should only be a difference between Box 7 and Box 8 where the Accounting Statements (Section 2 of the AGAR) have been prepared on an income and expenditure basis and there have been adjustments for debtors/prepayments and creditors/receipts in advance at the year end. Please provide details of the year end adjustments, showing how the net difference between them is equal to the difference between Boxes 7 and 8.

	£	£
Box 7: Balances carried forward		484,340.00
Deduct: Debtors (enter these as negative numbers)		
Debtors	(5,793.50)	
VAT Control	(2,083.98)	
	<u>(7,877.48)</u>	
Deduct: Payments made in advance (prepayments) (enter these as negative numbers)		
	-	
Total deductions		<u>(7,877.48)</u>
Add:		
Creditors (must not include community infrastructure levy (CIL) receipts)		
Creditors	5,098.20	
Accruals	19,506.72	
Holding Deposits	600.00	
	<u>25,204.92</u>	
Add:		
Receipts in advance (must not include deferred grants/loans received)		
Receipts in advance	2,762.50	
	<u>2,762.50</u>	
Total additions		<u>27,967.42</u>
Box 8: Total cash and short term investments		<u><u>504,429.94</u></u>

CONFIRMATION OF THE DATES OF THE PERIOD FOR THE EXERCISE OF PUBLIC RIGHTS

This form is only for use by smaller authorities subject to a review and should not be published on your website

Please submit this form to PKF Littlejohn LLP with the AGAR Form 3 and other requested documentation

Name of smaller authority: **Melksham Without Parish Council**

County Area (local councils and parish meetings only): **Wiltshire**

On behalf of the smaller authority, I confirm that the dates set for the period for the exercise of public rights are as follows:

Commencing on 24th June 2024

and ending on 2nd August 2024

(Please enter the dates set by the smaller authority as appropriate which must be 30 working days (i.e. Monday – Friday only, and not Bank Holidays) inclusive and must include the first 10 working days of July 2024 (i.e. Monday 1 July – Friday 12 July).

We have suggested the following dates: Monday 3 June – Friday 12 July 2024 The latest possible dates that comply with the statutory requirements are Monday 1 July – Friday 9 August 2024.)

Signed: _____

Role: _____

Payment card

The parish council has previously agreed to take card payments from Allotment holders, football hirers, etc.; however, we haven't gotten any further with this. You did agree at Full Council in July 2022 to enter into a contract with Unity Trust Bank for an Elavon payment card system. At the time that card payments were discussed, the council offices were located at the Bowerhill Sports Pavilion, where it wasn't as easy for officers to deposit cash or cheques into the bank/ post office as it would mean that someone would have to drive into town and pay for parking, etc. to do it. This is no longer an issue as the council offices are close to the post office, so cash and cheques can easily be deposited. Most payments to the council are now received online via BACS, and we occasionally receive cheques and cash from some allotment holders. As of yet, we have not had anyone come into the office to make payment by card. There are also transaction fees associated with a card machine.

Do you still wish to go ahead with taking card payments as the council allow payments to be made by BACS, Cheque or Cash?

Getting ready for the new Procurement Act: what contracting authorities can do now to help prepare themselves for the forthcoming changes

The **Procurement Bill** will introduce the most significant changes to the way public sector organisations buy goods and services for a generation. Although these changes will not come into force until October 2024, and with a six month advance preparation period, contracting authorities can start planning now to ensure they are ready to take advantage of the new regime.

There are four areas where early consideration and action will get contracting authorities in the best shape to hit the ground running:

■ Processes and policies

- make sure your current processes and procedures are robust on areas such as pre-market engagement and supplier evaluation/assessment, with governance documents that record key decisions

■ Systems

- familiarise yourself with the document '[Transforming Public Procurement - Our Transparency Ambition](#)' which outlines our proposals to improve transparency of UK public contracts and spending

- consider the readiness of your organisation to meet the new data requirements, including where data currently resides in your existing e-procurement systems

■ People

- in line with information we've provided about the learning and development offer, think about who in your organisation should attend the training
- make contact with your departmental or sectoral lead for Transforming Public Procurement or email procreformspocs@cabinetoffice.gov.uk if you would like to become an L&D superuser
- consider the procurement and contract management capability across your organisation, and consider benchmarking your organisation against relevant commercial and procurement operating standards and other comparable organisations, in line with the National Procurement Policy Statement

■ Transition

- ensure contract registers and details are up to date
- conduct a review of pipelines to identify planned procurement activity over the next 18 months
- engage with your key supply chain about the new regime (direct them to the [Transforming Public Procurement landing page](#) at gov.uk for further information)

that they can compete for and win more public contracts

- embed transparency throughout the commercial lifecycle so that the spending of taxpayers' money can be properly scrutinised.

The Procurement Bill, which will reform the existing Procurement Rules, has now received Royal Assent. You can view the new Procurement Act on the [UK legislation website](https://www.legislation.gov.uk/ukpga/2023/54/contents/enacted) (<https://www.legislation.gov.uk/ukpga/2023/54/contents/enacted>), and the official record of the Bill's progress through Parliament, with all supporting documents on the [Parliamentary website](https://bills.parliament.uk/bills/3159) (<https://bills.parliament.uk/bills/3159>).

This page explains what the new procurement regime will mean, provides more detail about the learning and development programme that is supporting its introduction, as well as further guidance for both contracting authorities and suppliers.

Read our short [factsheets](https://www.gov.uk/government/publications/procurement-act-2023-short-guides) (<https://www.gov.uk/government/publications/procurement-act-2023-short-guides>) and watch our [videos and animations](https://www.gov.uk/government/publications/procurement-act-2023-short-guides/animations-and-videos) (<https://www.gov.uk/government/publications/procurement-act-2023-short-guides/animations-and-videos>) which outline the key benefits of the new Procurement Act and next steps. You can also read a summary of the proposed provisions contained within [the Act](https://www.gov.uk/government/publications/the-procurement-bill-summary-guide-to-the-provisions) (<https://www.gov.uk/government/publications/the-procurement-bill-summary-guide-to-the-provisions>).

News and information

Check here for regular updates as we prepare for the new legislation.

The Procurement Bill, which will reform the existing Procurement Rules, received Royal Assent in October 2023.

In March 2024 the Procurement Regulations 2024 were laid in Parliament to bring some elements of the Bill and the wider regime into effect. This statutory instrument (SI), a form of secondary

[\(/government/publications/transforming-public-procurement-planning-and-preparation-checklist\)](https://government/publications/transforming-public-procurement-planning-and-preparation-checklist)

[Transforming Public Procurement - our transparency ambition](https://government/publications/transforming-public-procurement-our-transparency-ambition)
([/government/publications/transforming-public-procurement-our-transparency-ambition](https://government/publications/transforming-public-procurement-our-transparency-ambition))

[The Procurement Act: summary guide to the provisions](https://government/publications/the-procurement-bill-summary-guide-to-the-provisions)
([/government/publications/the-procurement-bill-summary-guide-to-the-provisions](https://government/publications/the-procurement-bill-summary-guide-to-the-provisions))

[Government Commercial Function Strategy 2021-2025](https://government/publications/government-commercial-function-strategy-2021-2025)
([/government/publications/government-commercial-function-strategy-2021-2025](https://government/publications/government-commercial-function-strategy-2021-2025))

legislation, is [available to view](https://www.legislation.gov.uk/ukdsi/2024/9780348259728/contents) (<https://www.legislation.gov.uk/ukdsi/2024/9780348259728/contents>).

We are working towards a 'go-live' date for the new regime of 28 October 2024. This date will be formalised in Commencement Regulations which we expect to be made in May. Existing legislation will apply until the new regime goes live, and will also continue to apply to procurements started under the old rules.

The proposed [National Procurement Policy Statement](https://www.gov.uk/government/publications/national-procurement-policy-statement) (<https://www.gov.uk/government/publications/national-procurement-policy-statement>) was laid in Parliament on 13th May under a 40 day 'negative' procedure. It will come into force alongside the new Procurement Act.

We have launched the first official training product to support the introduction of the new Procurement Act: the [Transforming Public Procurement Knowledge Drops](https://www.gov.uk/guidance/the-official-transforming-public-procurement-knowledge-drops) (<https://www.gov.uk/guidance/the-official-transforming-public-procurement-knowledge-drops>). The Knowledge Drops are designed to provide a high level overview of the changes to the procurement regulations and are aimed at those who have regular interactions with procurement as well as suppliers including SMEs and VCSEs.

We have now launched the official Procurement Act 2023 [e-learning modules](https://www.gov.uk/guidance/the-official-procurement-act-2023-e-learning) (<https://www.gov.uk/guidance/the-official-procurement-act-2023-e-learning>) - the key learning product to support practitioners in implementing the new regime. The modules are aimed at all operational procurement staff - this includes staff whose main role is to run tenders or let contracts, or procurement / commercial professionals whose main role is to manage suppliers or contracts.

Guidance will be provided to cover the transition from the old to the new regulations, and a comprehensive programme of learning and development will support professionals to implement the changes.

In November we hosted a series of webinars for stakeholders where we explained the final shape of the Bill, looked ahead to future key milestones, and outlined the support that will be provided. You can view a recording of our stakeholder webinar on YouTube.



To receive regular updates and alerts when guidance material is published, you can join [our mailing list](https://docs.google.com/forms/d/e/1FAIpQLSdMgwpZ1kwubGUpKMLwu0ZpHS8zdWmXKgaHUJKRI-SwqQT95w/viewform) (<https://docs.google.com/forms/d/e/1FAIpQLSdMgwpZ1kwubGUpKMLwu0ZpHS8zdWmXKgaHUJKRI-SwqQT95w/viewform>).

Guidance and Support

To support preparation for the Procurement Act 2023 we are publishing a suite of guidance documents addressing all aspects of the new regime, covering subjects from transitional arrangements and covered procurement through to pre-market engagement, award rules, exclusions and contract modifications. We will publish this guidance in batches, with all documents available by the end of June. [View the guidance page](https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents) (<https://www.gov.uk/government/publications/procurement-act-2023-guidance-documents>).

Our document '[Our Innovation Ambition](https://www.gov.uk/government/publications/transforming-public-procurement-our-innovation-ambition)' (<https://www.gov.uk/government/publications/transforming-public-procurement-our-innovation-ambition>) sets out how the new regime will enable contracting authorities to embrace innovation more, and procure in more flexible and innovative ways.

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Policy paper

Transforming Public Procurement - our transparency ambition

Published 30 June 2022

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1. Summary

In the [Transforming Public Procurement \(pdf, 509 KB\)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/943946/Transforming_public_procurement.pdf) (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/943946/Transforming_public_procurement.pdf) green paper, [consultation response](https://www.gov.uk/government/consultations/green-paper-transforming-public-procurement/outcome/transforming-public-procurement-government-response-to-consultation) (<https://www.gov.uk/government/consultations/green-paper-transforming-public-procurement/outcome/transforming-public-procurement-government-response-to-consultation>) and [Procurement Bill](https://bills.parliament.uk/bills/3159) (<https://bills.parliament.uk/bills/3159>), Government has proposed to embed transparency throughout UK public procurement.

While there is already a high level of transparency of UK public procurement, our existing rules and systems have room for improvement. We want to expand the types of information that we report on, improve the usability of this data through common identifiers and create a single platform through which this data can be accessed by all.

The foundation of our transparency reforms is a new procurement ‘noticing’ regime, covering the full lifecycle of public procurement, from planning through to contract expiry. The new notices are outlined in the Procurement Bill (2022) and further detail on their content will be set out in the secondary legislation to follow. We have already begun building these new notices in the Find a Tender service (FTS), our central public procurement platform.

While the new notices are our highest priority, we will not be stopping there. We also want to improve the tools that contracting authorities, suppliers and the public have access to, in order to better share information and understand activity across the entire sector. Doing so will provide everyone with access to the highly valuable information in the UK’s £300bn public procurement market, increasing public trust and improving commercial outcomes in the single largest area of UK government spending.

This document outlines our proposals to dramatically improve transparency of UK public contracts and spending in greater detail, covering:

- Our vision for procurement transparency in the UK
- Why this is needed
- What we are proposing to do
- The benefits this will bring
- Where we are going to go from here

2. Our vision for procurement transparency in the UK

One of the goals of the Procurement Bill is to create a fully transparent public procurement system. We want everyone from citizens to ministers, large companies to sole traders, those responsible for multi-billion pound defence contracts to people buying stationery on behalf of a district council, to be able to view, search and understand what the UK public sector wants to buy, how much it is spending, and with whom. Our central digital platform, with information on public procurement from planning through to contract termination, will ensure transparency to help drive better value for money.

We want this platform to help people understand:

- current and future procurement opportunities created in the UK public sector.
- how much money the public sector spends on purchasing essential goods and services
- which contracts finished on time and on budget—and which did not
- the true lifecycle of government contracts, including how much the final amount spent on a contract differs from its original intended value, or how often contracts have been extended
- pipelines of future work
- which routes to market are available to contracting authorities, and how much has been spent through each of those
- which companies have been excluded from winning future work due to fraud, corruption or persistent poor performance
- who is really benefiting from public money - not just the companies winning contracts but the ownership of those companies

With this information to hand, we want to open up opportunities within the public sector to small businesses, driving down prices, increasing innovation and improving the business landscape across the country. We will give contracting authorities the data they need to collaborate better, drive value for money and identify cost savings in their procurements, so they can monitor for signs of waste and inefficiency. Most importantly, we will allow taxpayers to see how much is being spent through procurement on and in their local area, who it is spent with and how it is delivering on local priorities.

3. Procurement transparency - what have we achieved to date?

There are a number of different ways in which the public sector currently provides transparency around public spending on procurement:

- Find a Tender (FTS) - upon the UK's exit from the European Union, we built a new national notification system to comply with our international obligations

to publish contracts over the WTO Government Procurement Agreement (GPA) thresholds. FTS was successfully rolled out in January 2021 and ensured the continued functioning of the UK public procurement system.

- Contracts Finder - providing visibility of low-value opportunities and contract awards, to increase transparency and opportunities for SMEs. More than 347k notices have been published on Contracts Finder since 2015. Devolved administrations also operate their own procurement platforms, including Sell2Wales, eTendersNI and Public Contracts Scotland
- Local government bodies are required to publish details of any contracts over £5,000 into a 'contracts register', usually hosted on their own websites
- Central government departments publish their procurement pipelines - e.g. see the [Home Office's commercial pipeline](https://www.gov.uk/government/publications/home-office-procurement-pipeline) (<https://www.gov.uk/government/publications/home-office-procurement-pipeline>)
- Central government and NHS bodies publish transactions over £25k onto data.gov.uk or their own websites
- Local government and the police publish transactions over £500, including payments through contracts onto data.gov.uk or their own websites
- Central government departments are required to [report KPIs from their most important contracts on a quarterly basis](https://www.gov.uk/government/publications/key-performance-indicators-kpis-for-governments-most-important-contracts) (<https://www.gov.uk/government/publications/key-performance-indicators-kpis-for-governments-most-important-contracts>)

3.1 Public procurement current systems landscape

These systems have created more visibility of opportunities in the public sector for SMEs, allowed better scrutiny of government spending, and provided transparent and machine-readable information that is used by government systems, the media, and data consumers.

While we have made great strides in creating a more transparent public procurement system, our current arrangements are limited in a number of ways.

- Disparate and unconnected datasets - only information on above-threshold tenders and contract awards are published centrally - other important information on the rest of the procurement lifecycle (e.g. contract performance, spending) if available, is on different websites or data.gov.uk. Standard contract identifiers are rarely used, meaning these datasets are also impossible to connect.
- No single picture of procurement - There are multiple portals where information on tenders and contract awards are published, meaning that to get a full picture of what is happening you need to check each different portal. Meanwhile, some contracts will be published in multiple places, meaning even if you do combine datasets, you may need to spend time identifying where you have duplicated data. Publication rules also mean

some contracts are not consistently published e.g. call offs from framework agreements.

- Lots of data, little insight - public bodies spend time and energy publishing information about their procurement. While we think this is a good investment, we recognise that they do not always have the tools to unlock more of the valuable insight they could collectively get from this information.
- Lack of organisational identifiers - data on opportunities and contracts is often published without organisation identifiers, which are key to identifying all contracts let by a particular buyer, or held by a particular supplier. They are also essential for larger-scale analysis, e.g. looking at contracts across regions, types of authority or categories of suppliers.

3.2 How many contracts does GetTransparent LLP hold?

Let's demonstrate these shortcomings with an example. Brenda, who works in procurement for a local authority, is conducting some market research into a (fictional) company, GetTransparent LLP.

She starts by search Find a Tender (FTS). While she cannot search directly by supplier, she can do a keyword search for the supplier name, which returns a number of results.

But FTS only displays contract awards over Government Procurement Agreement (GPA) thresholds. To find all UK contracts awarded to this supplier, she will also need to look at Contracts Finder and the devolved administration portals.

Once she has all of this information, to get an exact picture of the number of contracts held she will have to comb through each and remove any contracts that were published into multiple places. She will also have to go through and remove any framework agreements that GetTransparent was named on, as these are not guarantees of work. She may also struggle to identify which contracts are still live - many portals do not provide information on contract end dates as standard, and even if they do, these do not usually account for contracts being extended or renewed.

This demonstrates how answering this relatively simple question is quite difficult. Now imagine if Brenda wanted some more complex questions answered - how have GetTransparent performed on these contracts? How much have they earned through them? How often have they bid on contracts but been unsuccessful? These relatively simple questions are just not answerable with our current system.

So while the UK already operates a very transparent public procurement system, there is still plenty of work to be done in opening up our contracting

data to the public, making it accessible and easy to use, and the reforms outlined in the Procurement Bill aim to do just that.

4. Our transparency reforms

In order to fulfil our ambition of creating a more open and transparent public procurement regime, we are introducing three core reforms:

- The introduction of a number of new procurement 'notices', covering the entire procurement lifecycle from planning through to contract expiry
- The provision of a registration service for suppliers, where they can input information that will be used by all contracting authorities during procurement processes - a 'Tell Us Once' system
- A digital platform which will display all of this information publicly, with API access to data published to the Open Contracting Data Standard (OCDS). Once we have completed the core notice development, over time we also plan to build a number of useful registers, and explore integrating commercial data analysis tools

4.1 Principles

While we are convinced of the benefits of introducing these transparency reforms, we understand that some authorities may be worried about an increased burden on their time in order to publish this information. In order to minimise this burden, there are a number of principles that underpin the development of our policy and systems.

- User-centred development - all Cabinet Office owned procurement systems will be designed with our users front and centre - not just users of the data, but users creating the data as well. That means notice forms that are simple and clear, explanatory text is used where needed, and contracting authorities are able to fully comply with their obligations.
- Plug directly into systems - most contracting authorities use an eProcurement system to manage calling for tenders, receiving bids and selecting suppliers. They also use systems to manage contracts and finances, both of which will contain information we will be collecting under the new rules. Ideally, we want to plug directly into all of these systems, so contracting authorities do not have to actively publish information about their procurements, but that the right information is sent automatically by their systems at the right time. Contracting authorities will also be able to publish notices directly via the platform using web forms if they prefer.

- Data in, insights out - as well as asking contracting authorities to submit information to the platform, we want the platform to provide insights from commercial data in return, which will allow them to fully understand their markets to make better informed commercial decisions.
- Proportional levels of transparency - we want to ensure that we are only asking for the most detailed information - contract documents, performance markings etc - from the largest contracts, in order to maintain transparency without bogging procurement teams down in unnecessary bureaucracy for low-value contracts.

4.2 Procurement notices

Procurement can be divided into five general ‘stages’ - planning, tender, award, contract and implementation. Current rules mean there is only mandatory transparency across the public sector at the tender and contract stages - with invitations to tender and contract awards made public. There is a lot of valuable information produced in the other stages which will now be required to be published.

Stage	Notice(s)	Data gathered	Purpose
Planning	Pipeline	Information on (potential) future procurements	For potential suppliers to plan future work with the public sector
Planning	Planned procurement; Pre-market engagement	Further information on procurements soon to commence; information on pre-market engagement events	For potential suppliers to step up their work with the public sector, and see all engagement events that they could attend
Tender	Tender; Mandatory transparency Dynamic market; Below-	Detailed information on opportunities to bid, including links to the tender site and information on the procedure	Suppliers can view and decide to bid on opportunities

Stage	Notice(s)	Data gathered	Purpose
	threshold contract		
Award	Award	Which companies did bid, which has been selected (including beneficial ownership information)	Analysis of bid and win rates, analysis of supplier & bidder beneficial ownership patterns, general market trends analysis
Contract	Contract detail Below threshold contract detail	Detailed information on the final value, contract duration, extension options commercial tools used, KPIs to be used and the redacted signed contract	Contract & market analysis, better transparency over contract clauses and intended implementation
Implementation	Performance; Payment; Contract change; Contract end	Comprehensive information on contract management including performance against KPIs, spending through contracts, confirmation of use of options / contract changes and contract expiries / terminations	Provision of important information to understand how well contracts are being managed and how well suppliers are performing. Change and expiry data key to maintaining a comprehensive and up to date register of which contracts are live

4.3 Register of suppliers

We will also create a “register of suppliers”, which will allow suppliers to input information about their businesses, and answer questions that they are asked frequently across different procurements. Contracting authorities will be obliged to use these answers in their procurements. This ‘Tell-us-once’ system will:

- Reduce duplicate work for suppliers, making bidding easier across all public sector organisations
- Create a standard and updateable business record to feed information to the central digital platform, using unique identifiers, enabling analysis of public sector contracts by size, type, location of business, as well as capturing beneficial ownership information

4.4 Central digital platform

All information from the notices (and limited information from the register of suppliers e.g. identifiers and beneficial ownership) will be published to a central digital platform, building upon the current Find a Tender service. As well as allowing for the notices to be created, searched and viewed, the platform will allow data to be consumed using machine-readable formats, published to the Open Contracting Data Standard (OCDS).

Over time, the platform will also enable the analysis of commercial procurement data, giving contracting authorities, suppliers and all interested parties the ability to see:

- Which live opportunities and contracts the public sector has in place, how these contracts are performing, how much has been spent through them and how long they have left to run
- Which companies are working with the public sector, and particular organisations within it, including their contract portfolios, earnings and performance
- How procurements change during their lifecycle - how does the original published value of the contract compare to the amount actually spent through it

This will include a number of registers that will enable data users to get a clear picture of various elements of public procurement:

- Register of commercial tools - allowing contracting authorities to view which frameworks and dynamic markets they can use to conduct their procurements, and seeing which contracts have been won through different commercial tools
- Performance register - to view how suppliers perform through various contracts they deliver
- Prompt payment register - a central place to view how quickly contracting authorities pay their suppliers
- Debarment list - a single place to view suppliers which either must or may be excluded from procurements

5. Benefits of the reforms

In the [impact assessment](#)

(<https://bills.parliament.uk/publications/46429/documents/1767>) published alongside the Procurement Bill, we outlined a number of benefits to the transparency reforms, including:

- Lower prices through better disclosure
- Improved accountability in spending
- Reduced scope for corruption
- Time savings through the 'tell us once' system

There will also be costs associated with the transparency reforms. These include the time contracting authorities will need to spend producing and publishing the new notices and the administrative costs associated with building the new system. However, we believe that these transparency reforms will be transformational in unlocking greater value for money, opening up opportunities and increasing public trust in UK public procurement.

We are hoping that enhanced transparency in public procurement will bring benefits to a wide range of important stakeholders, including:

- Contracting authorities - able to access a more diverse range of suppliers through better visibility of procurement plans and tender opportunities; more efficient procurement and reduced costs through better data on opportunities to collaborate with other authorities; reduction of the time spent searching for appropriate routes to market through better data on available frameworks and commercial tools; more data to conduct market analysis and spot for signs of fraud and corruption
- Suppliers - better visibility of procurement plans, engagement events and tender opportunities will increase the number of opportunities to bid on; better data for horizon scanning and market intelligence; use of performance data will prevent suppliers from having to compete with others who have been proven incapable of delivering but are willing to undercut on price
- General public, civil society and the media - able to monitor how taxpayers money is spent, where and with whom, in order to better hold public authorities to account
- Beneficial ownership data collected for bidders and winning suppliers will enable analysis of the corporate structures of suppliers involved in the public sector
- Government Policy t - data from the platform will enable monitoring compliance with the transparency requirements of the new legislation and also enable measuring the impacts of the wider reform programme

6. Where do we go from here?

6.1 Next steps

The Procurement Bill was introduced to Parliament in May 2022. Much of the detail on the transparency reforms – for example, the fields that contracting authorities will need to send in with the notices, and the types of information to be held in the register of suppliers – will be finalised in secondary legislation and guidance. Once the Bill has achieved Royal Assent, this secondary legislation will be laid.

In the meantime, we have already begun working on the draft templates for the new notices in Find a Tender. We will be inviting eProcurement system providers to test these as we develop them. We will also be publishing technical documentation to ensure anyone can build new compliant products.

While these providers are testing our new notices, we will begin discovery on the data analysis elements of the central digital platform. This will include the registers outlined in the green paper, exploring the types of data view we want to make available for everyone via the platform and improving the overall user experience. Designing, developing and iterating these elements will be a continuous process and they will not all be finished by the time the legislation goes live.

We have committed that we will provide at least six months' notice of the new regime coming into force from when the legislation is concluded. We are keeping up regular communications while the Bill goes through Parliament, to ensure that everyone has time to prepare.

6.2 Get involved

If you would like to hear more about our transparency reforms, you can sign up to the Transforming Public Procurement [mailing list](https://docs.google.com/forms/d/12QBPAS1T8-Fe1xHAt0426O7T-T1WoqolPR29IGnWSws/viewform?edit_requested=true) (https://docs.google.com/forms/d/12QBPAS1T8-Fe1xHAt0426O7T-T1WoqolPR29IGnWSws/viewform?edit_requested=true) or visit our [website](https://www.gov.uk/government/collections/transforming-public-procurement) (<https://www.gov.uk/government/collections/transforming-public-procurement>). We are also running a continuous programme of user research to inform our development of Find a Tender into the new central digital platform – if you are involved in UK public procurement, or have an interest in using the new data we will be collecting outlined in this paper, you can [sign up to participate here](https://www.find-tender.service.gov.uk/Home/SignUpForUserTesting) (<https://www.find-tender.service.gov.uk/Home/SignUpForUserTesting>).

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Marianne Rossi

From: Elliott, Kieran <Kieran.Elliott@wiltshire.gov.uk>
Sent: 13 May 2024 15:27
To: Marianne Rossi
Cc: Teresa Strange
Subject: RE: Members increase

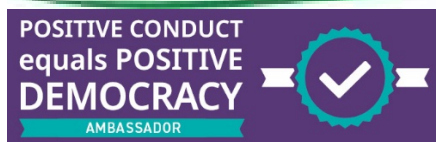
Hello

No word for 2024/25, the NJC pay award (which we used as the index for our allowances) claim from the unions was filed several months ago, but in recent years at least agreement does not tend to be reached with government until the autumn, necessitating backdating to April.

Yours

Kieran Elliott
Democracy Manager (Democratic Services)
Legal, Democracy, and Governance
Legal and Governance

Wiltshire Council



Tel: 01225 718504

Email: kieran.elliott@wiltshire.gov.uk

From: Marianne Rossi <admin@melkshamwithout-pc.gov.uk>
Sent: Monday, May 13, 2024 3:22 PM
To: Elliott, Kieran <Kieran.Elliott@wiltshire.gov.uk>
Cc: Teresa Strange <clerk@melkshamwithout-pc.gov.uk>
Subject: Members increase

Hi Kieran,

We need are reviewing our Chair's allowance at our meeting on Monday evening, as you are aware we have to have regard to what Wiltshire Council do. I just wondered whether the Members percentage increase has been agreed upon yet for this year?

Many thanks

Best Wishes,
Marianne

Officers Note:

As you know when setting the Chairs allowance each year you have to have regard for what Wiltshire Council do. As per the above they are waiting until the NJC pay awards are set before they set their allowances. For the 2023/24 year you increased the allowance by 5.76% to £920.

Marianne Rossi
Finance and Amenities Officer
Melksham Without Parish Council
First Floor



MELKSHAM WITHOUT PARISH COUNCIL

Clerk: Mrs Teresa Strange

First Floor
 Melksham Community Campus,
 Market Place, Melksham,
 Wiltshire, SN12 6ES
 Tel: 01225 705700

Email: clerk@melkshamwithout-pc.gov.uk
 Web: www.melkshamwithout-pc.gov.uk

Subscriptions 2024/25

There is £1,935 in the 2024/25 budget for subscriptions and invoices are estimated (to allow for a small increase) as follows:

Subscription	Amount budgeted
WALC & NALC	£1,170.73
SLCC (ILCM included)	£403.00
LCR	£45.00
Open Spaces	£50.00
CPRE	£36.00
Community First	£50.00
Fields In Trust- We didn't pay for this subscription last year, do you want to do it this year?	£50.00
Wilts & Berks Canal Trust	£30.00
Clerks & Councils Direct	£15.50
TransWilts- We didn't pay for this subscription last year either, do you still want to do it this year?	£20.00
Wiltshire Village Hall Association- We have done this subscription over the past few years as a parish council; however, they seem to want us to pay twice to cover both Shaw & Berryfield and then distribute the information to	£50.00

Serving rural communities around Melksham



MELKSHAM WITHOUT PARISH COUNCIL

Clerk: Mrs Teresa Strange

First Floor
Melksham Community Campus,
Market Place, Melksham,
Wiltshire, SN12 6ES
Tel: 01225 705700

Email: clerk@melkshamwithout-pc.gov.uk
Web: www.melkshamwithout-pc.gov.uk

them as owners of these buildings. (I think Berryfield pay for their own subscription but I am not sure about Shaw). Is this something you want to do? (if so for two subscriptions it would be £100)	
National Allotment Society	£56.00
TOTAL	£1,976.23

BOLD-Subscription already paid

List of regular payments

5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council ,or a duly authorised committee, may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council or Finance Committee.

Recipient:	Bank Acc.	Detail:	Frequency	Amount
Wiltshire Pension Fund	Unity Trust Bank (C/Book 2)		Monthly	
HMRC	Unity Trust Bank (C/Book 2)		Monthly	
Staff Salaries	Unity Trust Bank (C/Book 2)		Monthly	
Aquasafe Environmental	Unity Trust Bank (C/Book 2)	Legionella testing	Monthly	£125.00
JH Jones	Unity Trust Bank (C/Book 2)	Grass Cutting/Bin emptying (contract)- The council agreed to a 1-year contract with JH Jones for the 2024/25 financial year. Deployment of Speed Indicator Device (SID) every two weeks. Any other ad-hoc works such as bench/ bin/ noticeboard installation	Monthly	£1,980.47
Jens Cleaning	Unity Trust Bank (C/Book 2)	Office/Pavilion cleaning	Every 2 Months	£84- Cleaning all 4 changing rooms
Agilico (Formally Condor)	Unity Trust Bank (C/Book 2)	Photocopying usage- New photocopier purchased in 2023/24 with a reduction in printing costs.	Monthly	Around £60

Radcliffe Fire protection	Unity Trust Bank (C/Book 2)	Fire Alarm/Emergency light test, Annual fire extinguisher service & PAT testing for office and pavilion	6 Monthly Annual fire equipment service Annual PAT testing	£90.00 £47.00 £90.00
Tollgate Security	Unity Trust Bank (C/Book 2)	Alarm Maintenance	6 Monthly alarm service	£630 annual fee for maintenance and monitoring of the alarm
ROSPA (Play Safety)	Unity Trust Bank (C/Book 2)	Play Area inspection	Annually	£860
Rialtas	Unity Trust Bank (C/Book 2)	Year-end financial year close down and annual software cost	Annually	£755- Year end closedown £183- Annual Omega software
Avon IT Systems	Unity Trust Bank (C/Book 2)	IT Services	Ad Hoc	
Mr Sparkles	Unity Trust Bank (C/Book 2)	Bowerhill Pavilion Twice a year Bus shelter clean quarterly		Bus shelter cleaning £150 Pavilion clean £50
Amazon	Unity Trust Bank (C/Book 2)	Stationary	Regularly	
Trade UK (Screwfix)	Unity Trust Bank (C/Book 2)	Items for repairs in the Parish	Ad Hoc	
Toolstation	Unity Trust Bank (C/Book 2)	Items for repairs in the Parish	Ad Hoc	
Land Registry	Lloyds Bank (C/Book 1) Unity Trust Bank (C/Book 2) for online searches that can be paid for via the card. Normally a cheque written to the land registry for land searches that need to be	Land Searches	Ad Hoc	Title register/plans £3 per search

	sent away. Parish council also have a direct debit agreement in place for searches that need to be sent to land registry. Haven't done this was of payment yet			
Melksham Town Council	Unity Trust Bank (C/Book 2)	Neighbourhood Plan Public Toilets Caretaking duties at Shurnhold Fields (Quarterly payment)	Regularly	
IAC Audit and Consultancy	Unity Trust Bank (C/Book 2)	Internal Audit & Data Protection Audit	Twice per year (on per every audit)	£395.00
PKF Littlejohn LLP	Unity Trust Bank (C/Book 2)	Current External Auditors	Yearly	£2,100.00
Wiltshire Publications Ltd	Unity Trust Bank (C/Book 2)	Newspaper publications Quarterly Newsletter Grant Advert Annual Parish advert	Regularly	£495 quarterly newsletter
Gallagher	Unity Trust Bank (C/Book 2)	Insurance broker for Cyber insurance	Yearly	
Zurich	Unity Trust Bank (C/Book 2)	Parish and pavilion insurance	Yearly	
Community Heartbeat	Unity Trust Bank (C/Book 2)	Annual support fee	Yearly	£810.00
Atkinson Bookbinders	Unity Trust Bank (C/Book 2)	Minute book binders	Ad Hoc	
Complete Weed Control	Unity Trust Bank (C/Book 2)	Parish Weed spraying	Twice per year	£1,719.00 per weed spray depending on councils requirements
JC Combustion Services	Unity Trust Bank (C/Book 2)	Service of Bowerhill Pavilion boiler and 2x water heater	Yearly	£420.00

Post Office	Lloyds Bank (cheque) (C/Book1)	Postage stamps- Mostly 1 st or 2 nd class stamps	Adhoc	£250 max
Royal Mail	Unity Trust Bank (C/Book 2) as part of debit card statement	Print out postage for higher price items such as agenda packs and recorded delivery		
Microsoft	Unity Trust Bank Debit Card (C/Book 2)	Office 365 subscription- Councillor and officer email addresses + and annual office 365 licence renewal Also, office phone subscription	Monthly	£104.40 per month- for email addresses/ office 365 subscription (note 3x parish council officers are on upgraded office 365) £95 annual for licence renewal £34 Monthly for office phone subscription
Kanconnections	Unity Trust Bank (C/Book 2)	Electrical work- CCTV/ mosquito	Ad-hoc	
Zoom	Unity Trust Bank (C/Book 2)	Meeting room subscription	Monthly as part of debit card statement	£12.99 per month
Fasthost	Unity Trust Bank (C/Book 2)	Gov.uk website hosting	Monthly as part of debit card statement	£1 per month
Whitley Reading Rooms	Unity Trust Bank (C/Book 2)	CAWS CEG Broadband and line provision at	6 monthly	Plusnet bills £22 per month
Lamplight	Unity Trust Bank (C/Book 2)- NOTE: Will be setting up a	Melksham Emergency Support database	Monthly	£47.50

	direct debit for this			
Giant Communication	Paid using council debit Card	Melksham Community support phone line	Monthly	
Wiltshire Age UK	Unity Trust Bank (C/Book 2)	Melksham Community Support project	Quarterly	£2,875 (23/24) but due to go up to £3,000 for 24/25- On Annual Council agenda 13 th May to approve.
Miriam Zaccarelli	Unity Trust Bank (C/Book 2)	Additional support for Melksham NHP	Monthly- Costs to be charged back to MTC	
Office Right Business Solution	Unity Trust Bank (C/Book 2)	Office admin- Normally A4 paper	Ad-hoc	
Wiltshire Council	Unity Trust Bank (C/Book 2)	Office and meeting room rent LHFIG Real time information	Quarterly	

Direct Debits and Standing Orders for 2024/25

D.D. or S.O.	Bank Acc.	Recipient	Detail	Frequency
D.D.	Lloyds (C/Book 1)	SSE	9338030500- B/Hill Gas	Quarterly
D.D.	Lloyds (C/Book 1)	EDF Energy	B/Hill Elec.	Monthly
D.D.	Lloyds (C/Book 1)	Information Commissioners Office	Data Protection Registration	Annually

D.D.	Lloyds (C/Book 2)	Grist Environmental	Trade waste removal B/Hill site	Monthly
D.D.	Lloyds (C/Book 1)	Water2Business	2377554202- BYF allotments	6 months
D.D.	Lloyds (C/Book 1)	Water2Business	237754201 – BSF allotments	6 months
D.D.	Lloyds (C/Book 1)	Water2Business	1049945401 – B/Hill site	6 months
D.D.	Unity Trust Bank (C/Book 2)	Lloyds Corporate Card	Lloyds Debit Card	Monthly
S.O.	Unity Trust Bank (C/Book 2)	Teresa Strange	Emergency Mobile Phone- Currently £5.30	Monthly
DD	Unity Trust Bank (C/Book 1) Lloyds (C/Book 1)	Daisy (Onebill)	Bowerhill Pavilion line and wifi Campus line and wifi	Monthly £38 Monthly £38



Miss M. Rossi
Last logged on 13 May 24 at 11:45 AM

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TREASURERS ACCOUNT 30-98-75 02027655 [View IBAN and BIC](#)
MELKSHAM WITHOUT PARISH COUNCIL

£ 35,382.98 Current balance

£35,382.98 Available funds





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[@ Apply now](#)

Direct Debits and standing orders

Direct Debits

[Standing Orders](#)

Recipient ^	Last paid ^	Frequency	Amount(£) ^	
DAISY 4736739 3103824	15 Apr 2024	Monthly	£45.29	
DAISY 4736742 3103825	15 Apr 2024	Monthly	£45.29	
E.ON NEXT A-B6D90EBC-001	26 Oct 2022	Monthly	£106.05	Note: This has been cancelled as we no longer use this provider.
HM LAND REGISTRY 9524965			£0.00	
ICO ZA149488	02 Nov 2023		£35.00	
SIRUS LTD STL5927B	20 Dec 2022	Monthly	£3.80	Note: This has been cancelled as we no longer use this contractor
SSE ENERGY SUPPLY 0067243			£0.00	
ST ENVIRONMENTAWM0 ST ENVIRONMENTAWM0	01 Feb 2023	Monthly	£123.05	As per above this has been cancelled as we moved to Suez and then moved back to this contractor. Payments are now made by Grist via DD from Unity.
SUEZ R&R 0089051833	31 Jan 2024	Monthly	£23.05	Note: This has been cancelled as we no longer use this contractor.
WATER2BUSINESS 1049945401	01 Feb 2024	Half Yearly	£97.57	

Recipient  Last paid  FrequencyAmount(£) 


WATER2BUSINESS 2377554201	01 Feb 2024	Half Yearly	£276.89
WATER2BUSINESS 2377554202	01 Feb 2024	Half Yearly	£363.43

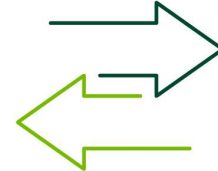
Stuck waiting for your invoices to be paid?

Invoice Finance is the quick, easy way to unlock your cash when you need it.

You can release up to 90% of an invoice value, typically within 24 hours of receiving it

[Get a quote](#)

All lending is subject to status. Eligibility criteria applies.



Good news, there's no annual fee on our Business Cards for the first 12 months

Apply for a Business Card and benefit from up to 45 days interest-free credit on Sterling purchases.

[Apply now](#)

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Direct Debits

Standing Orders

Recipient ^ ReferenceNext payment ^ Amount(£) ^
^

You don't currently have any standing orders set up for this account

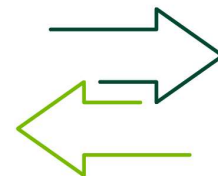
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Melksham Without Parish Council
Current T2
60-83-01 • 20371502

Balance Available
£ 17,981.88 **£ 17,981.88**

Search

Search by beneficiary name, reference or amount 

Date from

dd/mm/yy

Date to

dd/mm/yy

Search

 [Reset](#)

Beneficiary

Reference

Amount

Next payment date

Teresa Strange

OUT OF HOURS MOBIL

5.30 GBP

31 May 2024





Melksham Without Parish Council
Current T2
 60-83-01 • 20371502

Balance Available
£ 17,981.88 £ 17,981.88

Search

Search by beneficiary name, reference or amount

Date from

dd/mm/yy

Date to

dd/mm/yy

Search

[X Reset](#)

Beneficiary Reference	Amount Last paid
EDF ENERGY CUSTOME 671174775423	174.51 GBP 09 May 2024
Grist Environmenta ST ENVIRONMENTAWM0	72.00 GBP 01 May 2024
LLOYDS BANK CORPOR 5563140914873742	247.68 GBP 16 Apr 2024
PUBLIC WORKS LOAN We have now paid this loan off MELKSHAM	51,665.63 GBP 25 Sep 2023

Marianne Rossi

From: Corey Smith <corey.smith@gristenvironmental.com>
Sent: 26 March 2024 14:46
To: Marianne Rossi
Subject: Price Increase 2024
Attachments: image001.wmz

26th March 2024

Dear Customer

Price increases on Waste Management and Recycling services – 2023-2024

Thank you for continued business and support through 2023 - 2024. The Grist Environmental team value your business and loyalty; however, like all companies we are experiencing ongoing increases in our operational costs across all areas of our business.

To ensure we continue to maintain and improve the level of service to which you are accustomed, we have no alternative other than to increase our rates. Therefore, with effect from 1st April 2024 our Skip, Roro, Trade/Recycling waste and Tipping rates will be increasing by 5%

These increases will not apply to Food waste, Glass Bottle Recycling and Wood waste as these materials have seen cost reductions which we are pleased to pass on to our customers

We are confident that our prices remain competitive within our competitive market sector, and as always, we will focus on delivering the quality and reliable service to which Grist Environmental are renowned.

We look forward to working with you in the coming year and beyond, and thank you for your continued custom.

If you have any questions or concerns, or wish to find out about our entire range of services then please contact our Sales Team.

Yours faithfully



The new cost for our two mixed commercial waste bins at the Bowerhill Sports Field is £14.70 (previously it was £14) per empty.

Paul Mortimer
Sales Director – Grist Environmental Ltd

