

# Gainsborough Town Council

Richmond House, Richmond Park, Morton Terrace

Gainsborough, Lincolnshire, DN21 2RJ

Telephone: 01427 811573

Website: gainsborough-tc.gov.uk



Thursday, 11 May 2023

Dear Councillor,

You are hereby summoned to attend a meeting of **Council** which will be held on **Wednesday 17 May 2023** commencing at **7.00pm** in the function room, **Marshalls Sports Ground, Middlefield Lane, Gainsborough.**

The business of the meeting is set out in the agenda below.

**This will be the Annual Meeting of the Town Council.**

P.p Deputy Clerk

A handwritten signature in blue ink, appearing to read 'Belina Boyer'.

**Belina Boyer**  
Town Clerk

Agenda no	Agenda item title	Power
<b>Procedural items</b>		
FC24/001	<b>Election of the Chairman of the Town Council for the 2023/24 Civic year</b> To elect a Chairman and Town Mayor for the 2023-24 municipal year and allow for the newly elected Chairman to sign their Declaration of Acceptance of Office. <b>Paper A</b>	<i>Local Government Act 1972, ss 14 (1) +15</i>
FC24/002	<b>Election of the Vice-Chairman of the Town Council for the 2023/24 Civic year</b> To elect a Vice Chairman and Deputy Town Mayor for the 2023-24 municipal year and allow for the newly elected Vice Chairman to sign their Declaration of Acceptance of Office. <b>Paper B</b>	<i>Local Government Act 1972, s15 (6)</i>
Open Forum	<b><i>Resolve to close the meeting for the public forum &amp; again to reopen.</i></b>	<i>Public Bodies (Admissions to Meetings) Act 1960, s 1(1). As amended by The</i>

Agenda no	Agenda item title	Power
	<p><b>Public participation</b>            (Members of the public are welcome to present any matter relevant to the wellbeing of Gainsborough Town and each president will receive the attention of the council for a period not exceeding 3 minutes, with a maximum of 15 minutes in total. Please see the <u>Council's Public Participation at Meetings Policy</u> and <u>Standing Orders</u> 3 f-l for details.</p> <p>Recording, including filming, audio recording, taking photographs, blogging, tweeting and the use of other social media websites is permitted at council meetings which are open to the public. Anyone wishing to do so MUST adhere to the protocol laid out in the council's <u>Filming and Recordings of Meetings Policy</u>.</p>	<p><i>Openness of Local Government Bodies Regulations 2014, s3</i></p>
FC24/003	<p><b>Apologies for absence</b>            To note apologies for absence.</p>	<p><i>Local Government Act 1972, s85 (1) &amp; Sch 12, p40.</i></p>
FC24/004	<p><b>Declarations of interest</b>            To receive any declarations of interest in accordance with the requirements of the Localism Act 2011.</p>	<p><i>Localism Act 2011, s31.</i></p>
FC24/005	<p><b>Dispensation requests</b>            To consider any dispensation requests received by the Town Clerk in relation to personal and/or disclosable pecuniary interests, not previously recorded.</p>	<p><i>Localism Act 2011, s33.</i></p>
FC24/006	<p><b>Items for Exclusion of Public and Press</b>            To determine which items on the agenda, if any, require the exclusion of public and press under the Public Bodies (Admissions to Meetings) Act 1960 1 (2) and resolve to exclude public and press for these items.</p>	<p><i>Public Bodies (Admissions to Meetings) Act 1960 1 (2)</i></p>
FC24/007	<p><b>Minutes of the previous meeting(s)</b>            To receive the minutes of the previous Gainsborough Town Council meeting and resolve to sign these as a true and accurate record.  <b>Paper C</b> - Full Council 05 April 2023</p>	<p><i>Local Government Act 1972, Sch 12, p41</i></p>
FC24/008	<p><b>Committee meeting minutes</b>            To note receipt of the draft minutes of the Committee meetings and the decisions contained therein.  <b>Paper D</b> – Property and Services Committee 11 April 2023  <b>Paper E</b> – Personnel Committee 12 April 2023  <b>Paper F</b> – Finance and Strategy Committee, 18 April 2023  <b>Paper G</b> - Planning Committee, 25 April 2023</p>	<p><i>Local Government Act 1972, Sch 12, p41</i></p>

Agenda no	Agenda item title	Power
	<b>Paper H</b> – Finance and Strategy Committee, 2 May 2023 <b>Paper I</b> – Personnel Committee, 3 May 2023	
<b>Consideration of the recommendations made by Committees</b>		
FC24/009	To <b>consider</b> the following recommendation from Property and Services Committee held 14 February 2023 (PS23/176): The Committee <b>resolved</b> to note the discussion paper and put to Full Council for further consideration. <b>Deferred from FC23/171</b> <b>Paper J</b> <b>Exclusion of Public and Press recommended.</b>	
FC24/010	To <b>consider</b> the following recommendation from Finance and Strategy Committee held 18 April 2023 (FS23/137) & 2 May 2023 (FS23/149) The Committee <b>resolved</b> to recommend to Full Council for approval of the following reports: - <ul style="list-style-type: none"> <li>• <b>Paper K</b> Consolidated Balance Sheet</li> <li>• <b>Paper L</b> Income and Expenditure Account Report</li> <li>• <b>Paper M</b> Income and Expenditure Account Analysis Report</li> <li>• <b>Paper N</b> Income and Expenditure by Budget Headings Report</li> <li>• <b>Paper O</b> Trial Balance</li> <li>• <b>Paper P</b> Section 2 - Accounting Statements of the AGAR</li> </ul>	
FC24/011	To <b>consider</b> the following recommendation from Planning Committee held 25 April 2023 (PL23/263) The Committee <b>resolved</b> to <b>recommend to Full Council</b> : - <ul style="list-style-type: none"> <li>• to employ £19,410.05 CIL monies to fund the majority of the cost of the works at North Warren Allotments.</li> <li>• to set aside an additional £2,500 for unforeseen works / contingencies etc. The expenditure of the additional £2,500 to be at the discretion of the Operations Manager in consultation with the Clerk and / or Deputy Clerk / RFO.</li> <li>• to appoint contractor B to undertake the necessary clearance works on NWAS. the Allotment Officer, in collaboration with the Operations Manager, to monitor and direct the contractor to ensure costs are kept to the minimum and all recyclables are reused.</li> </ul> <b>Paper Q</b>	

Agenda no	Agenda item title	Power
FC24/012	<p>To <b>consider</b> the following recommendation from Finance and Strategy Committee held 2 May 2023 (FS23/150)  The Committee <b>resolved</b> to recommend to Full Council for approval of the Council's insurance renewal under a 3 -year scheme (year 3)  <b>Paper R</b></p>	
<b>Appointment of Leader &amp; members to existing Committees / Working Groups</b>		
FC24/013	<p><b>Structure and Functions</b>  To review and approve updates of the structure and functions for Committees  - Updated (2.27) Council Officers  - Updated (3) Policies  - Addition of (10) Neighbourhood Plan Working Group Terms of Reference  - Addition of (11) Policy Review Working Group Terms of Reference  <b>Paper S</b></p>	
FC24/014	<p><b>Council Leader</b>  To appoint a Leader of the Council.</p>	<i>Structures and Functions</i>
FC24/015	<p><b>Finance and Strategy Committee</b>  To appoint 7 Members to the Finance and Strategy Committee and appoint a committee Chairman.</p>	<i>Standing Orders, s4</i>
FC24/016	<p><b>Property and Services Committee</b>  To appoint 7 Members to the Property and Services Committee and appoint a committee Chairman</p>	<i>Standing Orders, s4</i>
FC24/017	<p><b>Personnel Committee</b>  To appoint 7 Members to the Personnel Committee and appoint a committee Chairman</p>	<i>Standing Orders, s4</i>
FC24/018	<p><b>Planning Committee</b>  To appoint 7 Members to the Planning Committee and appoint a committee Chairman</p>	<i>Standing Orders, s4</i>
FC24/019	<p><b>Neighbourhood Plan Working Group</b>  To appoint 3-5 Members to the Neighbourhood Plan Working Group</p>	
FC24/020	<p><b>Policy Review Working Group</b>  To appoint 3 Members to the Policy Review Working Group</p>	

Agenda no	Agenda item title	Power
FC24/021	<p><b>Appointment of representatives to external bodies</b>            To appoint representatives to outside bodies</p> <ol style="list-style-type: none"> <li>i. West Lindsey Citizens Advice Bureau</li> <li>ii. Gainsborough Adventure Playground Association</li> <li>iii. Friends of Richmond Park</li> <li>iv. North Notts and Lincs Community Rail Partnership CIC</li> <li>v. Bassetlaw Area Group of North Notts &amp; Lincs Community Rail Partnership</li> <li>vi. Gainsborough Crisis Action Team</li> <li>vii. Rural Market Towns Group</li> <li>viii. Safeguarding Champion</li> <li>ix. First Aid Champion</li> </ol>	<i>Standing Orders, s. 5j</i>
<b>Town Council business items</b>		
FC24/022	<p><b>Town Clerk's Report</b>            To receive and note the Town Clerk's report (for information only)  <b>Verbal</b></p>	N/A
FC24/023	<p><b>Authorised signatories – Payments</b>            To approve authorised payment signatories for 2023/24 (5 authorised of which 2 sign). Current signatories are Cllrs Craig, Panter &amp; Plastow, plus 2 former Cllrs.</p>	<i>Local Government Act 1972, s111</i>
FC24/024	<p><b>Authorised signatories - Legal documents</b>            To review the current authorised persons to sign legal documents for 2023/24. Current authorised persons are Town Clerk (currently Belina Boyer), the Deputy Clerk and RFO (currently Rachel Allbones) and those members on the Town Council's bank mandate, which currently are Cllrs Craig, Panter &amp; Plastow, plus 2 former Cllrs.</p>	<i>Local Government Act 1972,s. 111</i>
FC24/025	<p><b>General power of competence</b>            Part 1 of the Localism Act 2011 provides for local authorities in England to have a General Power of Competence.            To review and confirm by resolution that the conditions to declare the General Power of Competence pursuant of the Localism Act 2011 are being met.            that being: -</p> <ul style="list-style-type: none"> <li>• the number of Councillors elected at the last ordinary election, or at a subsequent by-election, equals or exceed two thirds (12) of its total number of Councillors.</li> <li>• The Town Clerk holds at least one of the sector-specific qualifications.</li> </ul> <p><b>PAPER T</b> (Further information)</p>	<i>Localism Act 2011</i>

Agenda no	Agenda item title	Power
FC24/026	<p><b>Organisational Review Report</b>            To <b>consider</b> the Organisational Review, Ancillary Report to the Organisational Review and the consider the recommended actions of both reports.  <b>Deferred from FC23/158 &amp; FC23/172</b>  <b>Exclusion of Public and press recommended due to the confidential nature of the report.</b>  <b>Paper U</b></p>	
FC24/027	<p><b>Meeting calendar for 2023 / 2024</b>            To consider and approve a meeting schedule for 2023/24.  <b>Paper V</b></p>	
FC24/028	<p><b>Co-option of vacancies</b>            To note that there are currently six vacancies on the Council and resolve to start the co-option process by advertising the vacancies so co-options can be considered at the June meeting.</p>	
FC24/029	<p><b>Correspondence</b>            To note the correspondence previously circulated by email – for information only.  <b>Paper W</b></p>	N/A
FC24/030	<p><b>Time and date of next meeting</b>            To note the date and time of the next Full Council meeting scheduled for <b>Wednesday 7 June 2023</b> at <b>7.00pm</b> at <b>Marshalls Sports Ground</b>, Middlefield Lane.</p>	<i>Local Government Act 1972, Sch 12, p10 (2)(a)</i>

# PAPER A

# DECLARATION OF ACCEPTANCE OF OFFICE

## GAINSBOROUGH TOWN COUNCIL

I, Councillor .....

having been elected to the office of Mayor of Gainsborough Town Council declare that I take that office upon myself and will duly and faithfully fulfil the duties of it according to the best of my judgement and ability. I undertake to observe the Council's Code of Conduct as to the conduct which is expected of members of Gainsborough Town Council.

Signed: ..... Date: .....

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This declaration was made and signed before me,

Signed: ..... Date: .....

Member/Proper Officer of Gainsborough Town Council



# PAPER B

# DECLARATION OF ACCEPTANCE OF OFFICE

## GAINSBOROUGH TOWN COUNCIL

I, Councillor .....

having been elected to the office of Deputy Mayor of Gainsborough Town Council declare that I take that office upon myself and will duly and faithfully fulfil the duties of it according to the best of my judgement and ability. I undertake to observe the Council's Code of Conduct as to the conduct which is expected of members of Gainsborough Town Council.

Signed: ..... Date: .....

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This declaration was made and signed before me,

Signed: ..... Date: .....

Member/Proper Officer of Gainsborough Town Council

# PAPER C

# Gainsborough Town Council



## DRAFT Minutes of the Full Council meeting 05 April 2023 at 19.00

held in the Function Room, Marshalls Sports Ground, Middlefield Lane, Gainsborough

### Councillors Present

	Tim Davies		Keith Panter	Kenneth Woolley
	David Dobbie - arrived at 7:18pm		James Plastow	
Dennis Dannatt	Paul Key			
Caz Davies		Pat O'Connor		

### Councillors Absent

Matt Boles		Sally Loates		
Richard Craig		Liam Muggridge	Aaron Taylor	
	Chris Lambie	Julie Musonda	Baptiste Velan	

### In attendance:

Belina Boyer (TC)	Rachel Allbones (DC&RFO)		
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Also present: One member of the public

Agenda no	Agenda item title	Decision	Action	Power/Regulation
Open Forum	(Members of the public are welcome to present any matter relevant to the wellbeing of Gainsborough Town and each president will receive the attention of the council for a period not exceeding 3 minutes, with a maximum of 15 minutes in total. Please see the Council's Public		N/A	Public Bodies (Admissions to Meetings) Act 1960, s 1(1). As amended by The Openness of Local Government Bodies Regulations 2014, s3

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Agenda no	Agenda item title	Decision	Action	Power/Regulation
	<p>Participation at Meetings Policy and Standing Orders 3 f-l for details.</p> <p>Recording, including filming, audio recording, taking photographs, blogging, tweeting and the use of other social media websites is permitted at council meetings which are open to the public. Anyone wishing to do so MUST adhere to the protocol laid out in the Council's Filming and Recordings of Meetings Policy.</p>			
FC23/178	To note apologies for absence.	The Council noted apologies for absence from Cllrs Craig, Lambie and Loates.	N/A	Local Government Act 1972, s85 (1) & Sch 12, p40.
FC23/179	To receive any declarations of interest in accordance with the requirements of the Localism Act 2011.	There were none.	N/A	Localism Act 2011, s31.
FC23/180	To consider any dispensation requests received by the Town Clerk in relation to personal and/or disclosable pecuniary interests, not previously recorded.	There were none.	N/A	Localism Act 2011, s33.
FC23/181	To determine which items on the agenda, if any, require the exclusion of public and press under the Public Bodies (Admissions to Meetings) Act	The Committee <b>resolved</b> to exclude the public and press from items FC23/193.	N/A	Public Bodies (Admissions to Meetings) Act 1960 1 (2)

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Agenda no	Agenda item title	Decision	Action	Power/Regulation
	1960 1 (2) and resolve to exclude public and press for these items.			
FC23/182	To receive the minutes of the previous Gainsborough Town Council meeting(s) and resolve to sign these as a true record of the meeting(s). <b>Paper A</b> – Full Council 01 March 2023	The Council <b>resolved</b> to sign the minutes of the meeting 01 March 2023 as a true record of that meeting.  Cllrs T Davies, Dannatt and O'Connor abstained.	<b>ASO</b> to publish	Local Government Act 1972, Sch 12, p41 (1).
FC23/183	To note the draft minutes of the committee meetings and the decisions contained therein. Planning Committee 28 February 2023 - <i>inquorate</i> <b>Paper B</b> – Property and Services Committee 1 March 2023 <b>Paper C</b> - Personnel Committee 08 March 2023 <b>Paper D</b> – Property and Services Committee 14 March 2023 <b>Paper E</b> – Finance and Strategy Committee 21 March 2023 <b>Paper F</b> - Personnel Committee 22 March 2023 <b>Paper G</b> – Planning Committee 28 March 2023 <b>Paper H</b> - Personnel Committee 29 March 2023	The Council <b>resolved</b> to note the draft minutes of the committees.	N/A	Local Government Act 1972, s 112
FC23/184	To receive and note the Town Clerk's report (for information only)	The Council <b>resolved</b> to note the Town Clerk's Report.	N/A	N/A

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Agenda no	Agenda item title	Decision	Action	Power/Regulation
	<b>Paper I to be tabled on the day</b>			
FC23/185	To <b>consider</b> the following recommendation from Property and Services Committee held 14 March 2023 (PS23/199): The Committee <b>resolved</b> to <b>recommend to Full Council</b> to make further amendments to the Structure and Functions Appendix 1 – Allotment management and administration. <b>Paper J</b>	The Council <b>resolved</b> to make further amendments to the Structure and Functions Appendix 1 – Allotment management and administration.  Cllr Woolley abstained.	<b>DC</b> to make amendments.	
FC23/186	To <b>consider</b> the following recommendation from Property and Services Committee held 14 March 2023 (PS23/205): The Committee <b>resolved</b> to <b>recommend to Full Council</b> to earmark £5,510 to undertake the works for clearance of brash and leaf storage at Richmond Park and General Cemetery.	The Council <b>resolved</b> to earmark £5,510 to undertake the works for clearance of brash and leaf storage at Richmond Park and General Cemetery.	<b>DC</b> to incorporate in ear marked reserves.	
Cllr Dobbie arrived at the meeting at 7.18pm The Deputy Clerk, Town Clerk and member of the public left the meeting at 7.18pm				
FC23/187	To <b>consider</b> the recommendation from Personnel Committee held 29 March 2023 (PC23/148): The Committee <b>resolved</b> to <b>recommended to Full Council</b> to: -	The Council <b>resolved</b> to exclude the public and press for the item. Both the Town Clerk and the Deputy Clerk were asked to leave.		

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Agenda no	Agenda item title	Decision	Action	Power/Regulation
	<ul style="list-style-type: none"> <li>• Offer the Deputy Clerk &amp; RFO the role of Interim Town Clerk (whilst continuing current duties) for 6 months from 10<sup>th</sup> June 2023 with a 3-month review and 1 month notice period from either party</li> <li>• Following 6 months an external recruitment process to take place</li> <li>• Request the Admin Support Officer to increase weekly hours from 30 to 37 from 1<sup>st</sup> June 2023 until further notice.</li> <li>• If the above is approved to delegate to the Personnel Committee to set the SCP for the Interim Town Clerk on 12<sup>th</sup> April 2023 and formally offer the Interim Town Clerk position</li> </ul>	<p><b>The Council resolved to</b> approve the recommendations of the personnel committee: Members thoroughly discussed all options available to the Council.</p> <p>The Committee <b>resolved to recommended to Full Council to:</b> -</p> <ul style="list-style-type: none"> <li>• Offer the Deputy Clerk &amp; RFO the role of Interim Town Clerk (whilst continuing current duties) for 6 months from 10<sup>th</sup> June 2023 with a 3-month review and 1 month notice period from either party</li> <li>• Following 6 months an external recruitment process to take place</li> <li>• Request the Admin Support Officer to increase weekly hours from 30 to 37 from 1<sup>st</sup> June 2023 until further notice.</li> <li>• To delegate to the Personnel Committee to set the SCP for the Interim Town Clerk on 12<sup>th</sup> April 2023 and formally offer the Interim Town Clerk position</li> </ul>		
The Deputy Clerk & Town Clerk returned to the meeting at 7.48pm				
FC23/188	<p>To <b>consider</b> a motion to rescind by Cllr Dannatt. We, the undersigned, being responsible Councillors, would propose to challenge the F&amp;S Committee resolution of 17<sup>th</sup> January</p>	<p>The Council <b>resolved</b> to rescind the resolution of Finance and Strategy Committee of 17<sup>th</sup> January 2023 (FS23/102) regarding the implementation of a non-resident levy charge from 2024/25 at double the</p>	<p><b>AO</b> to inform non resident plot holders.</p>	

Initialled:



Agenda no	Agenda item title	Decision	Action	Power/Regulation
	<p>2023 (FS23/102) concerning an increase in annual rents of 100% for out of parish tenants. We feel that increase cannot be considered fair and reasonable.</p> <p>We do however feel that the principle behind this increase is fair and to this end would propose an increase proportionate to the amount parish by parish residents towards allotments from council tax.</p> <p>Signed by Cllrs C Davies, T Davies, B Velan, A Taylor, J Musonda.</p> <p><b>Paper K</b></p>	<p>resident charge, but to implement a non-resident levy charge of 13p per square meter for 2024/25.</p>		
FC23/189	<p>To approve the nine individual statements of the <b>AGAR: Section 1 – Annual Governance Statement</b> 2022/23 preceded by the following assertion:</p> <p><i>“We acknowledge as the members of Gainsborough Town Council 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 2023.”</i></p> <p><b>Paper L</b></p>	<p>The Council <b>resolved</b> to complete Section 1 – Annual Governance Statement of the AGAR for 2022/23 as follows: -</p> <ul style="list-style-type: none"> <li>sections 1-8 with the answer YES to the statements, and N/A to the statement in section 9.</li> </ul> <p>Cllr Woolley abstained.</p>	<p><b>TC and Chairman</b> to sign section 1 of the AGAR.</p>	

Initialled:

Agenda no	Agenda item title	Decision	Action	Power/Regulation
FC23/190	To <b>consider</b> contributing to WLDC Summer event in time for press release. <b>Paper M</b>	<p>It was proposed and seconded to contribute £2,000 to the WLDC Revive event and have a Cllr representative as needed.</p> <p>At the request of Cllr Key a recorded vote was taken as follows: -            For: - Cllrs C Davies, T Davies, Dobbie, Panter and Plastow            Against: - Dannatt and Key            Abstained: - O'Connor and Woolley</p> <p>The Council <b>resolved</b> to contribute £2,000 to the WLDC Revive event and have a Cllr representative as needed.</p>	<b>TC</b> to inform WLDC of decision.	
FC23/191	To <b>note</b> advice received from the Lincolnshire Association of Local Councils. <b>Paper N</b>	<p>The Council <b>resolved</b> to note the advice received from LALC and going forward quotation reports will be as per the advice: -</p> <p><i>When quotations are presented, they should only know who has quoted and then take a, b or c with the amount next to it so that they are not aware of who submitted quote a etc</i></p> <p><i>It is almost a two-stage process. It not only informs the councillors if they have an interest, but they may have knowledge of particular contractors whether it be good or bad, if they are made aware of who has submitted quotes. Then they vote on quote a, b, c</i></p>	All Officers to present quotation reports as per LALC advice.	

Initialled:

Agenda no	Agenda item title	Decision	Action	Power/Regulation
FC23/192	To <b>note</b> Member attendance at Full Council and Committee meetings. <b>Paper O</b>	The Council <b>resolved</b> to note the Member attendance at Full Council and Committee meetings from May – March.  It was noted that apologies for Cllr Lambie were received and approved for all meetings.	N/A	
FC23/193	To note correspondence received from Gainsborough Trinity Foundation and consider further steps. <b>Exclusion of Public and Press recommended due to ongoing legal considerations.</b> <b>Paper P</b>	The Council <b>resolved</b> to note the update regarding on going correspondence and leave with the Solicitors deal with.	<b>TC to</b>	
FC23/194	To <b>note</b> the correspondence previously circulated by email – for information only. <b>Paper Q</b>	The Council <b>resolved</b> to note the correspondence previously circulated.	N/A	N/A
FC23/195	To note the date and time of the next Full Council Meeting scheduled for 17 May 2023 at 19.00.	The Council <b>noted</b> the date and time of the next Full Council Meeting as scheduled for 17 May 2023 at 19.00.	N/A	Local Government Act 1972, Sch 12, p10 (2)(a)

The meeting closed at 20.44

Signed as a true record of the Meeting: \_\_\_\_\_ Dated \_\_\_\_\_  
Presiding chairman of approving meeting

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# PAPER D



# DRAFT Minutes of the Property & Services Committee Meeting

## 11 April 2023 at 19.00.

held in the Reading Room, Richmond House, Richmond Park, Morton Terrace, Gainsborough

**Councillors Present**

	Paul Key	
Dennis Dannatt		James Plastow (Vice-Chairman)
Tim Davies (Chairman)		

**Councillors Absent**

Matt Boles	Julie Musonda	Pat O'Connor
	Chris Lambie	
		Baptiste Velan

**In attendance:**

Belina Boyer (TC)		Stephen Coulman (OM)
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No members of public or press present.

Agenda no	Agenda item title	Resolution	Action	Power
PS23/210	To <b>note</b> apologies for absence.	Apologies had been received for Cllrs O'Connor and Lambie.	N/A	<i>Local Government Act 1972, s85 (1) &amp; Sch 12, p40.</i>
PS23/211	To <b>receive</b> any declarations of interest in accordance with the requirements of the Localism Act 2011.	None received.	N/A	<i>Localism Act 2011, s31.</i>

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
PS23/212	To <b>consider</b> any dispensation requests received by the Clerk in relation to personal and/or disclosable pecuniary interests.	There were none.	N/A	<i>Localism Act 2011, s33.</i>
PS23/213	To <b>determine</b> which items on the agenda, if any, require the exclusion of public and press under the Public Bodies (Admissions to Meetings) Act 1960 1 (2) and resolve to exclude public and press for these items.	The Committee <b>resolved</b> to exclude the public and press from items PS23/221, PS23/222, PS23/223, PS23/203 on the grounds stated on the agenda, and to defer the items until the end of the agenda.	N/A	<i>Public Bodies (Admissions to Meetings) Act 1960 1 (2)</i>
PS23/214	To receive the minutes of the previous Property and Services Committee meeting(s) and <b>resolve</b> to sign these as a true record of the meeting(s). <b>Paper A – Property and Services Tuesday 14 March 2023</b>	The Committee <b>resolved</b> to sign the minutes of the Property and Services Committee meeting of Wednesday 14 March 2023 as a true record of the meeting subject to the words “to this committee” being added to the resolution for item PS23/195.  Cllr Key abstained from voting.	<b>ASO</b> to publish	<i>Local Government Act 1972, Sch 12, p41 (1).</i>
PS23/215	<b>Hickman Bacon Memorial Park (The Levellings) development.</b> To <b>note</b> a verbal report on the progression of the scheme.	The Committee <b>resolved</b> to <b>note</b> a verbal update on progress of the project from the Town Clerk.  The Council had received the WLDC grant agreement which had been returned signed as an electronic copy.  The council are expecting the FCC grant agreement to be received before	<b>TC</b> to continue to progress the project.	

Agenda no	Agenda item title	Resolution	Action	Power
		the winning bidder Proludic will be asked to sign the contract agreement.		
PS23/216	To <b>note</b> a verbal update from the Coronation Working Group.	<p>The committee received a verbal update from Cllr T Davies.</p> <ul style="list-style-type: none"> <li>• Safety advisory Group meeting had taken place. Some minor issues need addressing and rectifying.</li> <li>• Banners had gone up, posters were ready to be printed.</li> <li>• Event being promoted in social media. Press release under way.</li> <li>• Terrorism awareness course to be attended by marshals and incorporated into RA.</li> <li>• 21 gun salute – no objection from Lord Lieutenant’s office</li> </ul>	<p><b>TC</b> to invite Lord Lieutenant, local MP and WLDC chairman to event.</p> <p><b>TD/CD to submit final version of Event plan</b></p>	
PS23/217	To <b>note</b> the arborist’s report and recommendations and consider any action to be taken resulting from this. <b>Paper B</b>	<p>Cllr Key pointed out that it was a legal requirement under the Localism Act for councillors to declare pecuniary interests. The Operations Manager therefore made the names of the quoting companies available without disclosing which company was which.</p> <p>The committee <b>resolved</b> to appoint contractor C to carry out the tree work as described in the tabled report at a</p>	<p><b>OM</b> to arrange for tree work to be carried out by contractor and in house for smaller tree.</p> <p><b>TC</b> to obtain advice from own solicitors re. declaration of pecuniary interests.</p>	<i>Localism Act 2011, s 1-8.</i>

Agenda no	Agenda item title	Resolution	Action	Power
		cost of £2,900 +VAT to be met from earmarked reserves.		
PS23/218	To <b>receive</b> a presentation on Christmas lights.	<p>The committee unanimously <b>resolved</b></p> <ul style="list-style-type: none"> <li>to extend the existing contract with Blachere by two years.</li> <li>To purchase own 8m real Christmas Tree to be dressed by Blachere</li> <li>To change the motif to the blue and white scheme proposed by Blachere</li> <li>To have a Christmas lights switch on event 17 November 2023.</li> </ul>	<p><b>OM</b> to contact the Blachere and negotiate costs for tree dressing.</p> <p><b>OM</b> to source real Christmas tree and arrange for it to be installed in the Market Place in time for Switch-on</p> <p><b>OM</b> to liaise with Blachere, LCC and other agencies.</p> <p><b>ASO</b> to add to event calendar.</p>	
PS23/219	To <b>note</b> a verbal update on the allotment consultation and <b>consider</b> results if available.	The committee received the verbal update. The committee asked for the results to be presented at the next Property and Services Committee.	<b>TC</b> to report to June P+S committee.	
PS23/220	To <b>note</b> a verbal report on North Warren Allotments and consider any necessary action.	The Committee <b>noted</b> that the quotes previously were by now out of date and costs were likely to be higher than previously quoted. .	<b>OM</b> to obtain fresh quotes and present to future meeting.	



Agenda no	Agenda item title	Resolution	Action	Power
PS23/221	To <b>consider</b> appointing a contractor for Cemetery footpaths' repairs. <b>Paper C</b> <b>Exclusion of Public and press recommended due to time sensitive commercial sensitivities.</b>	The committee unanimously <b>resolved</b> to appoint contractor A at a cost of £28 +VAT per square metre.  The committee <b>resolved</b> to authorise the OM to identify additional areas of footpath in need of repair and add these to the schedule up to a total volume of no more that £20,000for the works.	<b>OM</b> to liaise with contractor and identify additional areas.	<i>Localism Act 2011, s 1-8.</i>
PS23/222	To <b>consider</b> approving the expenditure for the repair to Richmond House roofing. <b>Paper D</b> <b>Exclusion of public and press recommended due to time sensitive commercial sensitivity</b>	The Committee <b>resolved</b> to instruct contractor B to carry out the roof repairs at the cost of £6,000 as soon as possible once listed building consent has been obtained.  The committee <b>resolved</b> to make the necessary budgetary adjustments for this urgent repair.  The committee acknowledges that there may be an increase in cost due to quotes being obtained some time ago.	<b>OM</b> to liaise with contractor B.  <b>DC/RFO</b> to make necessary budgetary adjustments.	<i>Localism Act 2011, s 1-8.</i>
PS23/223	To <b>consider</b> a report on burial processes and administration and consider approving the recommendations therein f <b>Paper E</b> <b>Exclusion of public and press recommended due to time sensitive commercial sensitivity</b>	The committee <b>resolved</b> to accept the officer's recommendations: a) That the Operations Manager and Deputy Clerk give a verbal update at the Committee Meeting on any and all developments. b) That the Operations Manager pursue the ICCM regarding training. c) Due to the urgency and fluidity of the situation that the Committee Chair, Operations Manager and Deputy	<b>OM +DC/RFO</b> to report on standing item. <b>OM</b> to liaise with ICCM to provide training. <b>OM +DC/RFO and committee chairman</b> to appoint a new contactor and sign Service Level	<i>Localism Act 2011, s 1-8.</i>

Initialed:

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Agenda no	Agenda item title	Resolution	Action	Power
		<p>Clerk be authorised to agree to the appointment of any new contractor and their prices subject to them being able to comply with the Service Level Agreement and their prices are competitive.</p> <p>d) That when a new contractor is appointed that the budget be adjusted accordingly.</p>	Agreement at the earliest opportunity. <b>DC/RFO</b> to adjust relevant budget.	
PS23/224	To <b>consider</b> permitting the use of Gainsborough Town Council open spaces for free family events. <b>Paper F</b>	The committee <b>resolved</b> to permit the use Gainsborough Town Council open spaces for free family events provided that the organisers ensure the parks are left clean and tidy afterwards.	<b>TC</b> to write to applicant.	
PS23/225	To <b>receive</b> any items for notification to be included on a future agenda – for information only	<ul style="list-style-type: none"> <li>Grave digging</li> </ul>	<b>DC/RFO</b> to add to agenda as a standing item.	N/A
PS23/226	To <b>note</b> the date and time of the next Property and Services committee scheduled ?? June/July 2023 at 19.00	The date and time for the next scheduled meeting would be determined at the annual meeting of the Town Council.	<b>DC/RFO</b> to add to agenda.	<i>Local Government Act 1972, Sch 12, p10 (2)(a)</i>

The meeting closed at 21:17

Signed as a true record of the Meeting: \_\_\_\_\_ Dated \_\_\_\_\_  
Presiding chairman of approving meeting

Initialed:

# PAPER E

# Minutes of the Personnel Committee meeting

## 12 April 2023 at 19:00



held in the Reading Room, Richmond House. Richmond Park, Morton Terrace, Gainsborough

### Councillors Present

	Tim Davies	
Richard Craig (Chairman)	Paul Key	
Dennis Dannatt (Vice Chairman)		Kenneth Woolley

### Councillors Absent

Matt Boles		Pat O'Connor
	Sally Loates	James Plastow

### In attendance:

Belina Boyer (TC)	Rachel Allbones (DC & RFO)	
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### Also present:

Agenda no	Agenda item title	Decision	Action	Power
PC23/151	To <b>note</b> apologies for absence.	Apologies for absence had been received from Cllrs Loates, O'Connor and Plastow.	N/A	<i>Local Government Act 1972, s85 (1) &amp; Sch 12, p40.</i>
PC23/152	To <b>receive</b> any declarations of interest in accordance with the requirements of the Localism Act 2011.	None received.	N/A	<i>Localism Act 2011, s31.</i>
PC23/153	To <b>consider</b> any dispensation requests received by the Clerk in relation to personal and/or	None received.	N/A	<i>Localism Act 2011, s33.</i>

Initialed:

Agenda no	Agenda item title	Decision	Action	Power
	disclosable pecuniary interests, not previously recorded.			
PC23/154	To <b>determine</b> which items on the agenda, if any, require the exclusion of public and press under the Public Bodies (Admissions to Meetings) Act 1960 1 (2) and resolve to exclude public and press for these items.	The Committee <b>resolved</b> to exclude the public and press from item PC23/156, PC23/157, PC23/158, PC23/159 and PC23/160.	N/A	<i>Public Bodies (Admissions to Meetings) Act 1960 1 (2)</i>
PC23/155	To receive the minutes of the previous Personnel Committee meeting(s) and <b>resolve</b> to sign these as a true record of the meeting(s). <b>Paper A – Personnel Committee 29 March 2023</b>	Cllr Key questioned offering the Admin Support Officer additional hours “until further notice”. The Chairman advised to discuss it with item PC23/160.  The Committee <b>resolved</b> to sign the minutes of the meeting 29 March 2023 as a true record of that meeting.	<b>ASO</b> to publish.	<i>Local Government Act 1972, Sch 12, p41 (1).</i>
PC23/156	To receive and note an update on the probation review for the Ground Maintenance Operative <b>Exclusion of Public and Press recommended due to personal nature of report.</b> <b>Paper B</b>	The Committee <b>resolved</b> to note the report.	N/A	
PC23/157	To receive the sickness absence and holiday report and consider any potential action required.	The Committee <b>resolved</b> to note the report and ask the Town Clerk to ensure the Operations Manager timesheets are received.	<b>TC</b> to obtain OM timesheets.	

Agenda no	Agenda item title	Decision	Action	Power
	<b>Exclusion of Public and Press recommended due to personal nature of report. Paper C</b>			
PC23/158	To note the staff appraisal reports. <b>Paper D</b>	<p>The Committee requested an explanation of the SWAT analysis with the Operations Manager.</p> <p>The Committee <b>resolved</b> to note the report with the necessity of the Operations Manager and Town Clerks appraisals be carried out at the earliest opportunity.</p>	<p><b>TC</b> to carry out OM appraisal.</p> <p><b>Leader and Chair of Personnel</b> to carry out TC appraisal.</p>	
PC23/159	To <b>consider</b> a report on the Clerk's current level of annual leave and hours worked in excess of contracted hours and consider approving the time off in lieu requested. <b>Paper E</b>	<p>The Committee <b>resolved</b>: -</p> <ul style="list-style-type: none"> <li>• to note the report.</li> <li>• to permit the clerk to take Time off in Lieu / annual leave from 1<sup>st</sup> May – 9<sup>th</sup> June.</li> <li>• to give formal permission for the Town Clerk to commence employment with another Council prior to the end of the clerk's contract with Gainsborough Town Council 09 June 2023 (as stated in the resignation acceptance letter signed by the chairman of this committee dated 22 March 2023) as required.</li> <li>• to still allow access to emails, social media and server until 9<sup>th</sup> June</li> </ul>		

Agenda no	Agenda item title	Decision	Action	Power
		<ul style="list-style-type: none"> <li>to allow the Deputy Clerk to have access to the townclerk@ email address from 30<sup>th</sup> April</li> </ul>		
PC23/160	<p>To <b>consider and set</b> the SCP for the Interim Town Clerk position and formally offer the Interim Town Clerk position to the Deputy Clerk/RFO subject to Full Council approval on 5 April.</p> <p><b>Exclusion of Public and Press recommended due to personal nature of discussion.</b></p>	<p>The committee <b>resolved</b> that both the Town Clerk and the Deputy Clerk should be excluded from the discussions.</p> <p>Proposed by Cllr Craig, seconded by Cllr Dannatt the committee <b>resolved</b></p> <ol style="list-style-type: none"> <li>to offer the Deputy Clerk the Role of Interim Clerk for a period of six months with a break clause option at three months.</li> <li>The salary for that period to be set at £42,000 per annum plus pay award pending.</li> <li>After six months a review will take place of the position and pay scale.</li> <li>If the position were to be accepted for the Admin Support Officer to be offered 37 hours work per week with immediate effect.</li> </ol>	<p><b>TC</b> to write to DC/RFO with offer and take any necessary further steps as required..</p>	
PC23/161	<p>To <b>receive</b> any items for notification to be included on a future agenda – for information only</p>	<ul style="list-style-type: none"> <li>Staff Handbook - report from Policy Review Working Group</li> <li>Policy Review</li> <li>Appraisal review report for Operations Manager and Town Clerk.</li> </ul>	<p><b>TC</b> to include on future agenda.</p>	N/A

Agenda no	Agenda item title	Decision	Action	Power
PC23/162	To agree the date and time of the next Personnel Committee meeting.	The committee resolved that the next scheduled meeting should be set at the annual town meeting in May.	N/A	<i>Local Government Act 1972, Sch 12, p10 (2)(a)</i>

The meeting closed at 20.50.

Signed as a true record of the Meeting: \_\_\_\_\_ Dated \_\_\_\_\_  
 Presiding chairman of approving meeting



# PAPER F



# DRAFT Minutes of the Finance & Strategy Committee meeting

## 18 April 2023 at 19.00

held in the Reading Room, Richmond House, Richmond Park, Morton Terrace, Gainsborough

### Councillors Present

	Paul Key (Vice Chairman)	Pat O'Connor
		Keith Panter
David Dobbie		James Plastow

### Councillors Absent

Matt Boles (Chairman)	Chris Lambie	
Richard Craig	Julie Musonda	

### In attendance:

Belina Boyer (TC)	Rachel Allbones (DC&RFO)	
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Agenda no	Agenda item title	Resolution	Action	Power
FS23/131	To <b>note</b> apologies for absence.	The committee <b>noted</b> apologies for absence from Cllrs Craig and Lambie.	N/A	<i>Local Government Act 1972, s85 (1) &amp; Sch 12, p40.</i>
FS23/132	To <b>receive</b> any declarations of interest in accordance with the requirements of the Localism Act 2011.	None received.	N/A	<i>Localism Act 2011, s31.</i>
FS23/133	To <b>consider</b> any dispensation requests received by the Clerk in relation to personal and/or	None received.	N/A	<i>Localism Act 2011, s33.</i>

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
	disclosable pecuniary interests, not previously recorded.			
FS23/134	To receive the minutes of the previous Finance and Strategy Committee meeting(s) and <b>resolve</b> to sign these as a true record of the meeting(s). <b>Paper A</b> Finance and Strategy Committee 21 March 2023	The Committee <b>resolved</b> to sign the minutes of the meeting 21 March 2023 as a true record of that meeting.	<b>ASO</b> to publish on the website.	<i>Local Government Act 1972, Sch 12, p41 (1).</i>
FS23/135	To receive and <b>consider for approval</b> the following financial reports: <b>Paper B</b> Unpaid Expenditure Transactions for 13 April 2023 <b>Paper C</b> Cashbook Summary (including due and unpaid transactions) for 13 April 2023 <b>Paper D</b> Budget Comparison Report (including due and unpaid transactions) for 13 April 2023	The Committee <b>resolved</b> to note and approve the following reports: <ul style="list-style-type: none"> <li>• Unpaid Expenditure Transactions for 13 April 2023</li> <li>• Cashbook Summary (including due and unpaid transactions) 13 April 2023</li> <li>• Budget Comparison Report (including due and unpaid transactions) for 13 April 2023</li> </ul>	<b>DC&amp;RFO</b> to make bank transfer payments once signed off by signatories.	<i>Joint Panel on Accountability and Governance Practitioners Guide 2022.</i>
FS23/136	To approve and <b>resolve</b> to sign the monthly bank reconciliations for 31 March 2023 as per the paragraph 2.2 in Financial Regulations. <b>Paper E</b>	The Committee <b>resolved</b> to approve and sign the monthly bank reconciliation for 31 March 2023.	<b>DC&amp;RFO</b> to file.	<i>Joint Panel on Accountability and Governance Practitioners Guide 2022.</i>
FS23/137	To <b>consider</b> end of year accounts for the 2022/23 financial year and <b>recommend</b> to Full council for	The Committee <b>resolved</b> to recommend to Full Council for approval the following reports: -	<b>DC&amp;RFO</b> to include on the next Full Council agenda.	

Initialed:

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Agenda no	Agenda item title	Resolution	Action	Power
	<p>approval, which consist of the following documents:</p> <p><b>Paper F</b> Consolidated Balance Sheet</p> <p><b>Paper G</b> Income and Expenditure Account Report</p> <p><b>Paper H</b> Income and Expenditure Account Analysis Report</p> <p><b>Paper I</b> Income and Expenditure by Budget Headings Report</p> <p><b>Paper J</b> Trial Balance</p>	<ul style="list-style-type: none"> <li>• Consolidated Balance Sheet</li> <li>• Income and Expenditure Account Report</li> <li>• Income and Expenditure Account Analysis Report</li> <li>• Income and Expenditure by Budget Headings Report</li> <li>• Trial Balance</li> </ul>		
FS23/138	<p>To <b>note</b> the achievement of the Foundation Award under the Local Council Award Scheme.</p> <p><b>Paper K</b></p>	The Committee <b>resolved</b> to note the achievement of the Foundation Award under the Local Council Award Scheme.	N/A	
FS23/139	<p>To <b>consider</b> adopting a communications strategy.</p> <p><b>Paper L</b></p>	The Committee <b>resolved</b> to defer until the new Council and a new Town Clerk is in place.	Include in FS23/141.	
FS23/140	<p>To receive an interim report to the extent that the requirements of the Local Council Awards Scheme have been met and consider what further action is required to obtain Quality Standard and whether this can be achieved by the 05 May application deadline (FS23/081).</p> <p><b>Paper M</b></p>	The Committee <b>resolved</b> to delay applying for accreditation under the Local Council Award Scheme – Quality Level until the new Town Clerk is in place.	Include in FS23/141.	

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
FS23/141	To <b>receive</b> any items for notification to be included on a future agenda – for information only	<ul style="list-style-type: none"> <li>• Strategic Plan</li> <li>• Cemetery Extension – cost implications</li> <li>• Council’s assets register</li> <li>• Insurance</li> <li>• Section 2 of the AGAR</li> <li>• Communications Strategy</li> <li>• LCAS Quality Standard</li> </ul>	To include on future agendas.	N/A
FS23/142	To <b>note</b> the date and time of the next Finance and Strategy committee scheduled for Tuesday 2 May 2023 at 7:00pm.	The committee <b>noted</b> the date and time of the next Finance and Strategy committee Tuesday 2 May 2023 at 7:00pm at Richmond House.	N/A	<i>Local Government Act 1972, Sch 12, p10 (2)(a)</i>

Meeting concluded at 8.05pm

Signed as a true record of the Meeting: \_\_\_\_\_ Dated \_\_\_\_\_  
Presiding chairman of approving meeting

Initialed:

# PAPER G



# DRAFT Minutes of the Planning Committee meeting

## 25 April 2023 at 7:00pm

held in the Reading Room, Richmond House. Richmond Park, Morton Terrace, Gainsborough

### Councillors Present

	Liam Muggridge	James Plastow (Chairman)
David Dobbie – arrived at 7:06pm	Keith Panter	

### Councillors Absent

Matt Boles	Chris Lambie	Pat O’Connor
Richard Craig (Vice Chairman)		Aaron Taylor

### In attendance:

Rachel Allbones (DC&RFO)	Stephen Coulman (OM)	Natasha Gardener (ASO)
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Agenda no	Agenda item title	Resolution	Action	Power
PL23/241	To <b>note</b> apologies for absence.	The committee received apologies from Cllrs Boles, Craig, Lambie and O’Connor.	N/A	<i>Local Government Act 1972, s85 (1) &amp; Sch 12, p40.</i>
PL23/242	To <b>receive</b> any declarations of interest in accordance with the requirements of the Localism Act 2011.	There were none.	N/A	<i>Localism Act 2011, s31.</i>
PL23/243	To <b>consider</b> any dispensation requests received by the Clerk in relation to personal and/or	There were none.	N/A	<i>Localism Act 2011, s33.</i>

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
	disclosable pecuniary interests, not previously recorded.			
PL23/244	To receive the minutes of the previous Gainsborough Town Council meeting(s) and resolve to sign these as a true record of the meeting(s). <b>Paper A – Planning Committee 28 March 2023</b>	The Committee received the minutes of the meeting 28 March and <b>resolve</b> to sign these as a true record of the meeting.	<b>ASO</b> to publish.	<i>Local Government Act 1972, Sch 12, p41 (1).</i>
<b>Planning Applications</b>				
PL23/245	To consider planning application received. <a href="#">Application Ref No: 146457 (28/03/23, 28 days)</a> <a href="#">Proposal: Outline planning application to erect 1no. dwelling with all matters reserved</a> <a href="#">Location: Land at 2 Ash Grove, Gainsborough</a>	The Committee <b>resolved</b> to support the application.	<b>DC</b> to send response to WLDC.	<i>Article 13 of the Town &amp; Country Planning (General Development Procedure) Order 2015 Schedule 1, paragraph 8 to the Town &amp; Country Planning Act 1990 as amended</i>
Cllr Dobbie arrived at 7:06pm.				
PL23/246	To consider planning application received. <a href="#">Application Ref No: 146455 (03/04/23, 28 days)</a> <a href="#">Proposal: Planning application for replacement hardwood timber shop-front, new stairwell to upper floors and retractable awning including change of use of upper</a>	The Committee <b>resolved</b> to support the application.	<b>DC</b> to send response to WLDC.	

Initialed:

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Agenda no	Agenda item title	Resolution	Action	Power
	<a href="#">floors from retail/office to 3no. 1 bed residential flats with alterations including renewing roof structure and internal wall alterations.</a> <a href="#">Location: 5 Silver Street, Gainsborough</a>			
PL23/247	To consider planning application received. <b><a href="#">Application Ref No: 146456</a></b> <b><a href="#">(03/04/23, 28 days)</a></b> <a href="#">Proposal: Listed building consent for replacement hardwood timber shop-front, new stairwell to upper floors and retractable awning including change of use of upper floors from retail/office to 3no. 1 bed residential flats with alterations including renewing roof structure and internal wall alterations</a> <a href="#">Location: 5 Silver Street, Gainsborough</a>	The Committee <b>resolved</b> to support the application.	<b>DC</b> to send response to WLDC.	
PL23/248	To consider planning application received. <b><a href="#">Application Ref No: 146492</a></b> <b><a href="#">(05/04/23, 28 days)</a></b> <a href="#">Proposal: Planning application for single storey extension and other alterations.</a>	The Committee <b>resolved</b> to support the application.	<b>DC</b> to send response to WLDC.	

Initialled:

Agenda no	Agenda item title	Resolution	Action	Power
	<a href="#">Location: Riverside Dental Practice, 22 Gladstone Street, Gainsborough</a>			
PL23/249	To consider planning application received. <b>Application Ref No: 146498 (06/04/23, 28 days)</b> <a href="#">Proposal: Planning application to erect 1no. detached dwelling.</a> <a href="#">Location: Land adjacent 23 Ravendale Road, Gainsborough</a>	The Committee <b>resolved</b> to support the application.	<b>DC</b> to send response to WLDC.	
PL23/250	To consider planning application received. <b>Application Ref No: 146517 (17/04/23, 28 days)</b> <a href="#">Proposal: Outline planning application to erect 14no. dwellings including removal of existing public house - all matters reserved</a> <a href="#">Location: Gainsborough Park, Glenthams Road, Gainsborough</a>	Cllr Plastow declared a non-pecuniary interest as knowing the applicant.  Cllr Dobbie declared a non-pecuniary interest as knowing the applicant.  The Committee <b>resolved</b> to support the application and request the public footpath be retained.	<b>DC</b> to send response to WLDC.	
<b>Decision notices</b>				
PL23/251	To note decision notice received. <b>Application Ref No: 145688 GRANTED</b> (Planning Committee) Proposal: Application for approval of reserved matters to erect 49no. dwellings considering appearance, landscaping, layout and scale,	The Committee <b>resolved to note</b> the decision.	N/A	

Initialed:

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Agenda no	Agenda item title	Resolution	Action	Power
	following outline planning permission 136577 granted 30 October 2019 Location: Land to the West of Horsley Road, Gainsborough			
PL23/252	To note decision notice received. <b>Application Ref No: 146212 GRANTED</b> (delegated) Proposal: Planning application for proposed ground and first floor extensions to existing furniture shop to form improved disabled access and additional retail floor space Location: Horsleys of Gainsborough, 27-29, Church Street, Gainsborough, <b>Paper B</b>	The Committee <b>resolved to note</b> the decision.	N/A	
PL23/253	To note decision notice received. <b>Application Ref No: 146239 GRANTED</b> (delegated) Proposal: Planning application for conservatory and link extension and garage conversion Location: 57, North Marsh Road, Gainsborough <b>Paper C</b>	The Committee <b>resolved to note</b> the decision.	N/A	
PL23/254	To note decision notice received. <b>Application Ref No: 146248 GRANTED</b> (delegated)	The Committee <b>resolved to note</b> the decision.	N/A	

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
	<p>Proposal: Planning application to install 2no. rapid electric vehicle charging stations within the car park.</p> <p>Location: McDonalds, 50, Trinity Street, Gainsborough</p> <p><b>Paper D</b></p>			
PL23/255	<p>To note decision notice received.</p> <p><b>Application Ref No: 146307 GRANTED</b> (delegated)</p> <p>Proposal: Prior approval for the installation of roof mounted solar panel array.</p> <p>Location: Ping Europe Ltd, Corringham Road, Gainsborough</p> <p><b>Paper E</b></p>	The Committee <b>resolved to note</b> the decision.	N/A	
PL23/256	<p>To note decision notice received.</p> <p><b>Application Ref No: 145242 GRANTED</b> (delegated)</p> <p>Proposal: Planning application for change of use of bank to serviced office accommodation with meeting room and 8no. residential units, including removal of existing rear extensions, erection of replacement rear extension, new rear extension and removal of trees.</p> <p>Location: 10 Silver Street, Gainsborough</p> <p><b>Paper F</b></p>	The Committee <b>resolved to note</b> the decision.	N/A	

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
PL23/257	To note decision notice received. <b>Application Ref No: 145243</b> <b>GRANTED</b> (delegated) Proposal: Listed Building Consent for change of use of bank to serviced office accommodation with meeting room and 8no. residential units, including removal of existing rear extensions, erection of replacement rear extension, new rear extension and removal of trees Location: 10 Silver Street, Gainsborough <b>Paper G</b>	The Committee <b>resolved to note</b> the decision.	N/A	
PL23/258	To note decision notice received. <b>Application Ref No: 145244</b> <b>GRANTED</b> (delegated) Proposal: Planning application for demolition of existing building and redevelopment of site for residential development of 64no. apartments. Location: Gleadells Wharf, Bridge Street, Gainsborough	The Committee <b>resolved to note</b> the decision.	N/A	
PL23/259	To note decision notice received. <b>Application Ref No: 146172</b> <b>GRANTED</b> (delegated) Proposal: Planning application for proposed two storey extension.	The Committee <b>resolved to note</b> the decision.	N/A	

Initialled:

Agenda no	Agenda item title	Resolution	Action	Power
	Location: Roses Sports Foundation - Rose Leisure Club, North Warren Road, Gainsborough <b>Paper H</b>			
PL23/260	<b>Street naming requests</b> To consider street naming requests received (if there are any).	There were none.	N/A	
PL23/261	<b>Tree preservation orders</b> To consider tree preservation orders received (if there are any).	There were none.	N/A	
PL23/262	<b>Proposed Waiting Restrictions - North Marsh Road, Gainsborough</b> To consider consultation from LCC regarding proposed waiting restrictions on North Marsh Road <b>Paper I</b>	The Committee <b>resolved</b> to support the proposed waiting restrictions on North Marsh Road and request a 20mph zone be implemented.	<b>DC</b> to respond to LCC.	
PL23/263	<b>CIL</b> To consider spending a proportion of the CIL funds on North Warren Allotments, clearing vacant plots, access road and boundary security.	The Committee <b>resolved</b> to <b>recommend to Full Council:</b> - <ul style="list-style-type: none"> <li>to employ £19,410.05 CIL monies to fund the majority of the cost of the works at North Warren Allotments.</li> <li>to set aside an additional £2,500 for unforeseen works / contingencies etc. The expenditure of the additional £2,500 to be at the discretion of the Operations Manager in consultation with the Clerk and / or Deputy Clerk / RFO.</li> </ul>	<b>DC</b> to include on FC agenda.	

Initialed:

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Agenda no	Agenda item title	Resolution	Action	Power
		<ul style="list-style-type: none"> <li>to appoint contractor B to undertake the necessary clearance works on NWAS.</li> <li>the Allotment Officer, in collaboration with the Operations Manager, to monitor and direct the contractor to ensure costs are kept to the minimum and all recyclables are reused.</li> </ul>		
PL23/264	<b>Willow tree on Bridge Street</b> To consider response from WLDC	The Deputy Clerk informed Members that WLDC have advised they own the plot of land which the willow tree sits on.  The Committee <b>resolved</b> to request to see a tree inspection and maintenance plan for the willow tree.	<b>DC</b> to follow up with WLDC Officers.	
PL23/265	<b>The Gap off Corringham Road</b> To consider response from WLDC <b>Paper J</b>	The Committee <b>resolved to note</b> the below response from WLDC - Our position currently is that we would not wish for this site to become a specific area for designated dog walking. Our reasons for this are as follows: - The area is identified as Important Open Space in the new Local Plan (Policy S65). Making it designated for dog walking may limit the general public's ability to use it. - The area is currently a well-used pedestrian access connecting different parts of the town and is important for connectivity. This is a public right of way and would need to remain so.	N/A	

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
		<ul style="list-style-type: none"> <li>- Any designation of dog walking land would require further management and development of the land by the Council, which it is not prepared to do currently.</li> <li>- If the area were to be enclosed for use in this way, it may require planning permission as it could be a material change of use.</li> </ul>		
PL23/266	<b>Items for notification</b> To receive any items for notification to be included on a future agenda – for information only	WLDC Willow tree follow up.	<b>DC</b> to include on next agenda.	N/A
PL23/267	<b>Time and date of next meeting</b> To note the date and time of the next Planning committee is scheduled for 24 May 2023 at 7.00pm.	The committee <b>noted</b> the date and time for the next scheduled meeting as 24 May 2023 at 7.00pm.  The Committee <b>resolved</b> to request that the Town Clerk attends to run the Planning Committee meeting on 24 <sup>th</sup> May 2023 and complete actions from the meeting.	<b>TC</b> to attend the meeting and complete actions.	<i>Local Government Act 1972, Sch 12, p10 (2)(a)</i>

The meeting closed at 8.02pm.

Signed as a true record of the Meeting: \_\_\_\_\_ Dated \_\_\_\_\_  
 Presiding chairman of approving meeting

Initialed:



# PAPER H

# DRAFT Minutes of the Finance & Strategy Committee meeting

## 2 May 2023 at 19.00



held in the Reading Room, Richmond House, Richmond Park, Morton Terrace, Gainsborough

### Councillors Present

	Paul Key (Vice Chairman)	
		Keith Panter
David Dobbie		James Plastow

### Councillors Absent

Matt Boles (Chairman)	Chris Lambie	Pat O'Connor
Richard Craig	Julie Musonda	

### In attendance:

	Rachel Allbones (DC&RFO)	Stephen Coulman (OM)
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Agenda no	Agenda item title	Resolution	Action	Power
FS23/143	To <b>note</b> apologies for absence.	The committee <b>noted</b> apologies for absence from Cllrs Craig and Lambie.	N/A	<i>Local Government Act 1972, s85 (1) &amp; Sch 12, p40.</i>
FS23/144	To <b>receive</b> any declarations of interest in accordance with the requirements of the Localism Act 2011.	None received.	N/A	<i>Localism Act 2011, s31.</i>
FS23/145	To <b>consider</b> any dispensation requests received by the Clerk in relation to personal and/or	None received.	N/A	<i>Localism Act 2011, s33.</i>

Initialed:

Agenda no	Agenda item title	Resolution	Action	Power
	disclosable pecuniary interests, not previously recorded.			
FS23/146	To receive the minutes of the previous Finance and Strategy Committee meeting(s) and <b>resolve</b> to sign these as a true record of the meeting(s). <b>Paper A</b> Finance and Strategy Committee 18 April 2023	The Committee <b>resolved</b> to sign the minutes of the meeting 18 April 2023 as a true record of that meeting.	<b>ASO</b> to publish on the website.	<i>Local Government Act 1972, Sch 12, p41 (1).</i>
FS23/147	To receive and <b>consider for approval</b> the following financial reports: <b>Paper B</b> Unpaid Expenditure Transactions for 26 April 2023	The Committee <b>resolved</b> to note and approve the following reports: <ul style="list-style-type: none"> <li>Unpaid Expenditure Transactions for 26 April 2023</li> </ul>	<b>DC&amp;RFO</b> to make bank transfer payments once signed off by signatories.	<i>Joint Panel on Accountability and Governance Practitioners Guide 2022.</i>
FS23/148	To note and review the Council's assets register and <b>approve</b> items for disposal. <b>Paper C</b>	The Committee <b>resolved</b> to note and review the Council's assets register and approve items for disposal.  It was requested that in future new and disposal items be identified with ✓ and x as well as colours.	<b>DC&amp;RFO</b> to update asset register.	
FS23/149	To <b>consider</b> end of year accounts for the 2022/23 financial year and <b>recommend</b> to Full council for approval, which consist of the following documents: <b>Paper D</b> Section 2 - Accounting Statements of the AGAR	The Committee <b>resolved</b> to <b>recommend to Full Council</b> for approval the following reports: - <ul style="list-style-type: none"> <li>Section 2 - Accounting Statements of the AGAR</li> </ul>	<b>DC&amp;RFO</b> to include on the next Full Council agenda.	

Initialed:

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Agenda no	Agenda item title	Resolution	Action	Power
FS23/150	To consider and approve the renewal of the Town Council's insurance under a 3 -year scheme (year 3). <b>Paper E</b>	The Committee <b>resolved</b> to <b>recommend to Full Council</b> to approve the renewal of the Town Council's insurance under a 3 -year scheme (year 3).	<b>DC&amp;RFO</b> to include on the next Full Council agenda.	
FS23/151	To receive verbal report from Cllr Key on a Strategic Plan.	The Committee noted the verbal report from Cllr Key that Members and Officers need to work together to produce a Strategic Plan.	To include on future agenda.	
FS23/152	To <b>receive</b> any items for notification to be included on a future agenda – for information only	<ul style="list-style-type: none"> <li>• Strategic Plan</li> <li>• Cemetery Extension – cost implications</li> <li>• Communications Strategy</li> <li>• LCAS Quality Standard</li> </ul>	To include on future agendas.	N/A
FS23/153	To <b>note</b> the date and time of the next Finance and Strategy committee scheduled for Tuesday ?? June 2023 at 7:00pm	The committee <b>noted</b> the date and time of the next Finance and Strategy committee for Tuesday ?? June 2023 at 7:00pm (TBC at FC) at Richmond House.	N/A	<i>Local Government Act 1972, Sch 12, p10 (2)(a)</i>

Meeting concluded at 7.59pm

Signed as a true record of the Meeting: \_\_\_\_\_ Dated \_\_\_\_\_  
 Presiding chairman of approving meeting

Initialed:

# PAPER I

# DRAFT Minutes of the Personnel Committee meeting

## 3 May 2023 at 3:00pm



held in the Reading Room, Richmond House. Richmond Park, Morton Terrace, Gainsborough

### Councillors Present

	Tim Davies	Pat O'Connor
Richard Craig (Chairman)	Paul Key	James Plastow
Dennis Dannatt (Vice Chairman)	Sally Loates	Kenneth Woolley

### Councillors Absent

Matt Boles		

### In attendance:

	Rachel Allbones (DC & RFO)	
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Agenda no	Agenda item title	Decision	Action	Power
PC23/163	To <b>note</b> apologies for absence.	None received.	N/A	<i>Local Government Act 1972, s85 (1) &amp; Sch 12, p40.</i>
PC23/164	To <b>receive</b> any declarations of interest in accordance with the requirements of the Localism Act 2011.	None received.	N/A	<i>Localism Act 2011, s31.</i>
PC23/165	To <b>consider</b> any dispensation requests received by the Clerk in relation to personal and/or disclosable pecuniary interests, not previously recorded.	None received.	N/A	<i>Localism Act 2011, s33.</i>

Agenda no	Agenda item title	Decision	Action	Power
PC23/166	To <b>determine</b> which items on the agenda, if any, require the exclusion of public and press under the Public Bodies (Admissions to Meetings) Act 1960 1 (2) and resolve to exclude public and press for these items.	None.	N/A	<i>Public Bodies (Admissions to Meetings) Act 1960 1 (2)</i>
PC23/167	To receive the minutes of the previous Personnel Committee meeting(s) and <b>resolve</b> to sign these as a true record of the meeting(s). <b>Paper A – Personnel Committee 12 April 2023</b>	The Committee <b>resolved</b> to sign the minutes of the meeting 12 April 2023 as a true record of that meeting.  Cllrs O'Connor and Plastow abstained.	<b>ASO</b> to publish.	<i>Local Government Act 1972, Sch 12, p41 (1).</i>
PC23/168	To receive response from the Deputy Clerk following the offer to take on the role of Interim Town Clerk for a period of six months with a break clause option at three months. <b>Verbal Report by the Chairman</b>	The Committee noted that the Deputy Clerk declined the pay offer to take on the role of Interim Town Clerk.	N/A	
PC23/169	To consider options available to the Council for the recruitment of a new Town Clerk.	The Chairman advise that LALC currently had no locum Clerks available, Council HR and Governance Support had someone available and LCC had x2 available.  The Committee <b>resolved</b> that the Cllr Craig approach LCC to establish who is available, if they are willing to be the locum Town Clerk for GTC and if so	<b>Cllr Craig</b> to contact LCC.	

Agenda no	Agenda item title	Decision	Action	Power
		financially at what cost and report back to the Committee.		
PC23/170	To <b>receive</b> any items for notification to be included on a future agenda – for information only	<ul style="list-style-type: none"> <li>• Staff Handbook - report from Policy Review Working Group</li> <li>• Policy Review</li> <li>• Appraisal review report for Operations Manager and Town Clerk.</li> </ul>	<b>DC</b> to include on future agenda.	N/A
PC23/171	To agree the date and time of the next Personnel Committee meeting.	The committee <b>resolved</b> that the next scheduled meeting should be set at the annual town meeting in May.	N/A	<i>Local Government Act 1972, Sch 12, p10 (2)(a)</i>

The meeting closed at 3.45pm.

Signed as a true record of the Meeting: \_\_\_\_\_ Dated \_\_\_\_\_  
Presiding chairman of approving meeting



# PAPER J

# PAPER K

# Consolidated Balance Sheet

Unaudited

31/03/22

31/03/23

£

£

## Current assets

0.00	Investments	0.00
0.00	Loans Made	0.00
0.00	Investment	0.00
0.00	Stocks	0.00
17,512.94	VAT Recoverable	6,966.68
24,156.10	Debtors	34,602.26
1,747.52	Payment in Advance	3,083.48
<u>456,791.57</u>	Cash in Hand & at Bank	<u>569,682.51</u>
500,208.13	TOTAL CURRENT ASSETS	614,334.93
<u>500,208.13</u>	TOTAL ASSETS	<u>614,334.93</u>

## Current liabilities

0.00	Loans Received	0.00
0.00	Temporary Borrowing	0.00
0.00	VAT Payable	0.00
36,113.95	Creditors	5,696.41
0.00	Receipts in Advance	0.00
<u>36,113.95</u>	TOTAL CURRENT LIABILITIES	<u>5,696.41</u>
<u>464,094.18</u>	TOTAL ASSETS LESS CURRENT LIABILITIES	<u>608,638.52</u>
0.00	Long Term Borrowing	0.00
0.00	Deferred Liabilities	0.00
0.00	Deferred Credits	0.00
<u>0.00</u>		<u>0.00</u>
<u>464,094.18</u>	NET ASSETS	<u>608,638.52</u>

## Represented by

161,468.07	General Fund	210,953.40
2,254.65	Mayors Charity Account	0.00
59,500.00	Roses AWP Sinking Fund	59,500.00
950.00	Roses Key Deposits	950.00
700.00	Marshalls Key Deposits	700.00
0.00	Levellings Key Deposit	0.00
0.00	Allotment Officer	26,000.00
2,500.00	Staff Training	2,000.00
6,840.00	Community Grants	4,840.00
0.00	Election Costs	22,000.00
0.00	Governance Support / Recruitment	2,500.00
25,000.00	Richmond House Maintenance	26,000.00
10,022.99	Richmond House Conservatory replacement	15,000.00
2,500.00	Richmond Park Toilet Renov	1,583.57
3,500.00	Richmond Park Compound Fence	4,000.00

# Consolidated Balance Sheet

Unaudited

31/03/22		31/03/23
£		£
9,000.00	General Tree Maintenance & Survey	15,700.00
13,650.00	General Footpath/Road Maintenance	38,650.00
2,000.00	General Litter Bin refurb / replacement	2,000.00
2,500.00	General Green Waste Removal	5,500.00
	Electrics, Boiler, Solar	
7,000.00	Marshalls Pavilion Maintenance	5,500.00
7,810.00	Marshalls Ditch Clearance	8,000.00
	Marshalls & Levellings	
1,200.00	Grounds Maint & Renovations	2,000.00
19,091.00	Cemetery Topple Testing	15,118.00
4,000.00	Cemetery Boundary Fence Maint.	5,000.00
6,700.00	Cemetery Woodland Burial	2,000.00
	Sinking Fun	
34,000.00	Cemetery Extension B Land	47,000.00
6,500.00	General Play Equip Maint.	10,500.00
13,000.00	Wet Pour Repairs	1,000.00
16,945.50	Levellings Future Development	16,295.50
2,900.00	Levellings Pavilion Maint.	2,217.17
400.00	Levellings Difibrillator	400.00
0.00	Aisby Walk Skate Park repairs	18,000.00
1,000.00	Silver Street Sculpture Maint	1,000.00
5,000.00	Allotments Site Maintenance & promotion	6,000.00
10,000.00	Showfield Allotment Wall Maintenance	2,000.00
5,200.00	North Warren Allotment Fence	5,200.00
108.07	Foxby Hill Allotment Asso Funds	108.07
6,082.00	Kings Coronation event	4,012.76
206.90	CIL	19,410.05
2,500.00	Community Resilience Grant	0.00
1,500.00	Building Valuations	0.00
2,000.00	New Grounds Equipment	0.00
500.00	King Ramps Event Aisby Walk	0.00
1,720.00	Street Furniture - Benches	0.00
450.00	Street Furniture -Notice Board	0.00
225.00	WW2 Veteran Acknowledgement Awa	0.00
	Travelguide	
2,350.00	Community Rail Partnership	0.00
2,000.00	Gainsborough in Bloom	0.00
100.00	Neighbourhood Plan	0.00
620.00	Mayors Expenses 21/22	0.00
600.00	Mayflower Close Boundary Maintenance	0.00
0.00	LONG TERM Investment Accounts	0.00
0.00	Liability Reserves e.g. deposits	0.00

# Consolidated Balance Sheet

Unaudited

31/03/22		31/03/23
£		£
464,094.18		608,638.52
<hr/>		
302,626.11	Reserves total excluding general fund and liabilities	397,685.12
0.00	Reserves total of liabilities e.g. deposits	0.00
161,468.07	General fund total	210,953.40
<hr/>		
464,094.18		608,638.52

Signed \_\_\_\_\_

Chairman

\_\_\_\_\_  
Responsible Financial Officer

Date \_\_\_\_\_

AUDIT OPINION

# PAPER L

# Income and Expenditure Account

Unaudited

31/03/22 £		31/03/23 £
	<b>INCOME</b>	
38,944.00	Public Realm	0.00
0.00	Events	1,150.06
80.00	Christmas Lights	0.00
0.00	Community Infrastructure Levy	19,203.15
0.00	Neighbourhood Plan	0.00
0.00	Mayors Charity	338.00
0.00	Interest on Investments	0.00
527,860.00	Precept	554,258.00
0.00	Employee Costs	0.00
17,213.64	Administration	29,413.77
5,393.76	Grounds Maintenance	5,927.46
8,726.06	Richmond Park & House	8,578.42
26,330.60	Sports Grounds	22,289.92
54,101.00	Cemeteries	58,327.97
15,714.39	Allotments	10,563.72
<hr/>	<b>TOTAL INCOME</b>	<hr/>
694,363.45		710,050.47
	<b>EXPENDITURE</b>	
270,945.29	Employee Costs	290,543.89
51,002.11	Administration	49,536.49
64,831.33	Grounds Maintenance	35,372.05
28,672.13	Richmond Park & House	31,111.86
31,706.51	Sports Grounds	33,245.86
47,146.72	Cemeteries	24,746.68
2,043.70	Play Areas	2,533.08
4,143.39	Allotments	6,775.02
44,511.34	Public Realm	3,221.24
3,233.00	Events	6,045.90
26,884.74	Christmas Lights	25,228.33
0.00	Community Infrastructure Levy	0.00
38,154.78	Ear Marked Reserves	56,782.73
0.00	Neighbourhood Plan	0.00
-117.00	Mayors Charity	338.00
0.00	S. 137 Payments	25.00
<hr/>	<b>TOTAL EXPENDITURE</b>	<hr/>
613,158.04		565,506.13
104,326.40	Balance as at 01/04/22	161,468.07
694,363.45	Add Total Income	710,050.47
<hr/>		<hr/>
798,689.85		871,518.54
613,158.04	Deduct Total Expenditure	565,506.13
<hr/>		<hr/>
0.00	Stock Adjustment	0.00
-24,063.74	Transfer to/ from reserves	-95,059.01
161,468.07	Balance as at 31/03/23	210,953.40
<hr/> <hr/>		<hr/> <hr/>

Signed \_\_\_\_\_

Chair

\_\_\_\_\_  
Clerk / Responsible Financial Officer

# PAPER M



# I & E Accounts Analysis

Start of year 01/04/22

Balances at the start of the year

## Ordinary Accounts

HSBC Current/ Deposit Account	£456,691.57
Petty Cash	£100.00
<b>Total</b>	<b>£456,791.57</b>

	1	2	3	4	5	1+2-3-4+5
<b>INCOME</b>	Receipts	Debtors	Receipts in advance	Opening Debtors	Opening Receipts in advance	INCOME
Public Realm	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Events	£1,150.06	£0.00	£0.00	£0.00	£0.00	£1,150.06
Christmas Lights	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Community Infrastructure Levy	£19,203.15	£0.00	£0.00	£0.00	£0.00	£19,203.15
Neighbourhood Plan	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Mayors Charity	£338.00	£0.00	£0.00	£0.00	£0.00	£338.00
Interest on Investments	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Precept	£554,258.00	£0.00	£0.00	£0.00	£0.00	£554,258.00
Employee Costs	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Administration	£32,841.77	£0.00	£0.00	£3,428.00	£0.00	£29,413.77
Grounds Maintenance	£5,927.46	£0.00	£0.00	£0.00	£0.00	£5,927.46
Richmond Park & House	£4,035.00	£4,543.42	£0.00	£0.00	£0.00	£8,578.42
Sports Grounds	£15,002.07	£23,572.35	£0.00	£16,284.50	£0.00	£22,289.92
Cemeteries	£54,517.72	£5,894.25	£0.00	£2,084.00	£0.00	£58,327.97
Allotments	£12,331.08	£592.24	£0.00	£2,359.60	£0.00	£10,563.72
<b>INCOME TOTAL</b>	<b>£699,604.31</b>	<b>£34,602.26</b>	<b>£0.00</b>	<b>£24,156.10</b>	<b>£0.00</b>	<b>£710,050.47</b>
<b>EXPENDITURE</b>	1 Payments	2 Creditors	3 Payments in advance	4 Opening Creditors	5 Opening Payments in advance	1+2-3-4+5 EXPENDITURE
Employee Costs	£290,968.88	£0.00	£0.00	£424.99	£0.00	£290,543.89
Administration	£58,325.32	£923.52	£1,069.24	£9,429.07	£785.96	£49,536.49
Grounds Maintenance	£38,187.04	£720.97	£0.00	£3,535.96	£0.00	£35,372.05
Richmond Park & House	£34,191.66	£387.13	£214.51	£3,638.85	£386.43	£31,111.86
Sports Grounds	£36,475.83	£1,016.55	£622.11	£3,748.01	£123.60	£33,245.86
Cemeteries	£25,637.24	£87.97	£461.70	£678.36	£161.53	£24,746.68
Play Areas	£2,882.63	£0.00	£349.55	£0.00	£0.00	£2,533.08
Allotments	£6,564.12	£507.03	£366.37	£219.76	£290.00	£6,775.02
Public Realm	£16,190.05	£1,155.24	£0.00	£14,124.05	£0.00	£3,221.24
Events	£6,045.90	£0.00	£0.00	£0.00	£0.00	£6,045.90
Christmas Lights	£25,228.33	£0.00	£0.00	£0.00	£0.00	£25,228.33
Community Infrastructure Levy	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Ear Marked Reserves	£56,199.63	£898.00	£0.00	£314.90	£0.00	£56,782.73
Neighbourhood Plan	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Mayors Charity	£338.00	£0.00	£0.00	£0.00	£0.00	£338.00
S. 137 Payments	£25.00	£0.00	£0.00	£0.00	£0.00	£25.00
<b>EXPENDITURE TOTAL</b>	<b>£597,259.63</b>	<b>£5,696.41</b>	<b>£3,083.48</b>	<b>£36,113.95</b>	<b>£1,747.52</b>	<b>£565,506.13</b>

# PAPER N

# Income and Expenditure Figures by Budget Headings

INCOME	1 Receipts	2 Debtors	3 Receipts in advance	4 Opening Debtors	5 Opening Receipts in advance	1+2-3-4+5 INCOME	INCOME Last year	INCOME Variance	Annual Return Box
<u>Administration</u>									
105 WLDC Precept Contribution	£100.00	£0.00	£0.00	£0.00	£0.00	£100.00	£100.00		3 Receipts
201 VAT overclaim	-£171.47	£0.00	£0.00	£0.00	£0.00	-£171.47	£0.00		3 Receipts
205 Bank Interest	£2,833.35	£0.00	£0.00	£0.00	£0.00	£2,833.35	£4,885.64		3 Receipts
210 Insurance Reimbursement (GTF)	£3,003.53	£0.00	£0.00	£3,428.00	£0.00	-£424.47	£3,428.00		3 Receipts
215 Legal Fee Reinbursement	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
220 Subject Access Request / FOI	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
225 Insurance Claims	£27,076.36	£0.00	£0.00	£0.00	£0.00	£27,076.36	£8,800.00		3 Receipts
<b>Total Administration</b>	<b>£32,841.77</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£3,428.00</b>	<b>£0.00</b>	<b>£29,413.77</b>	<b>£17,213.64</b>	<b>70.87%</b>	<b>£12,200.13</b>
<u>Allotments</u>									
800 Allotments	£11,438.58	£592.24	£0.00	£2,359.60	£0.00	£9,671.22	£15,614.39		3 Receipts
815 Garage Space Ropery Road	£892.50	£0.00	£0.00	£0.00	£0.00	£892.50	£100.00		3 Receipts
<b>Total Allotments</b>	<b>£12,331.08</b>	<b>£592.24</b>	<b>£0.00</b>	<b>£2,359.60</b>	<b>£0.00</b>	<b>£10,563.72</b>	<b>£15,714.39</b>	<b>-32.78%</b>	<b>-£5,150.67</b>
<u>Cemeteries</u>									
600 General Cemetery	£55,803.52	£5,894.25	£0.00	£3,134.00	£0.00	£58,563.77	£54,691.00		3 Receipts
610 North Warren Cemetery	-£1,285.80	£0.00	£0.00	-£1,050.00	£0.00	-£235.80	-£590.00		3 Receipts
<b>Total Cemeteries</b>	<b>£54,517.72</b>	<b>£5,894.25</b>	<b>£0.00</b>	<b>£2,084.00</b>	<b>£0.00</b>	<b>£58,327.97</b>	<b>£54,101.00</b>	<b>7.81%</b>	<b>£4,226.97</b>
<u>Christmas Lights</u>									
1100 Shop Christmas Tree Scheme	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£80.00		3 Receipts
<b>Total Christmas Lights</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£80.00</b>	<b>-100.00%</b>	<b>-£80.00</b>
<u>Community Infrastructure Levy</u>									
14000 CIL	£19,203.15	£0.00	£0.00	£0.00	£0.00	£19,203.15	£0.00		3 Receipts
<b>Total Community Infrastructure Lev</b>	<b>£19,203.15</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£19,203.15</b>	<b>£0.00</b>	<b>100.00%</b>	<b>£19,203.15</b>
<u>Events</u>									
1005 Richmond Park	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts

# Income and Expenditure Figures by Budget Headings

<b>INCOME</b>	1 Receipts	2 Debtors	3 Receipts in advance	4 Opening Debtors	5 Opening Receipts in advance	1+2-3-4+5 INCOME	INCOME Last year	INCOME Variance	Annual Return Box
1015 Marshalls Sports Ground	£150.06	£0.00	£0.00	£0.00	£0.00	£150.06	£0.00		3 Receipts
1030 Levellings Playing Field	£1,000.00	£0.00	£0.00	£0.00	£0.00	£1,000.00	£0.00		3 Receipts
1040 Aisby Walk Playing Field	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
<b>Total Events</b>	<b>£1,150.06</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£1,150.06</b>	<b>£0.00</b>	<b>100.00%</b>	<b>£1,150.06</b>
<u>Grounds Maintenance</u>									
300 Vehicle Hire	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
310 LCC Contribution towards Highwa	£5,307.66	£0.00	£0.00	£0.00	£0.00	£5,307.66	£5,248.76		3 Receipts
320 Sale of Grounds Equipment	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
330 Scrap	£619.80	£0.00	£0.00	£0.00	£0.00	£619.80	£145.00		3 Receipts
<b>Total Grounds Maintenance</b>	<b>£5,927.46</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£5,927.46</b>	<b>£5,393.76</b>	<b>9.89%</b>	<b>£533.70</b>
<u>Mayors Charity</u>									
1200 Events & Donations	£338.00	£0.00	£0.00	£0.00	£0.00	£338.00	£0.00		3 Receipts
<b>Total Mayors Charity</b>	<b>£338.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£338.00</b>	<b>£0.00</b>	<b>100.00%</b>	<b>£338.00</b>
<u>Neighbourhood Plan</u>									
1300 Neighbourhood Plan	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
<b>Total Neighbourhood Plan</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>0.00%</b>	<b>£0.00</b>
<u>Precept</u>									
100 Precept	£554,258.00	£0.00	£0.00	£0.00	£0.00	£554,258.00	£527,860.00		2 Precept
<b>Total Precept</b>	<b>£554,258.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£554,258.00</b>	<b>£527,860.00</b>	<b>5.00%</b>	<b>£26,398.00</b>
<u>Public Realm</u>									
900 Corringham Road Roundabout	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
910 War Memorial Project	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		3 Receipts
920 Bus Shelters	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£38,944.00		3 Receipts

# Income and Expenditure Figures by Budget Headings

<b>INCOME</b>	1 Receipts	2 Debtors	3 Receipts in advance	4 Opening Debtors	5 Opening Receipts in advance	1+2-3-4+5 INCOME	INCOME Last year	INCOME Variance	Annual Return Box
<b>Total Public Realm</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£38,944.00</b>	<b>-100.00%</b>	<b>-£38,944.00</b>
<u>Richmond Park &amp; House</u>									
400 Richmond Park	£4,035.00	£4,543.42	£0.00	£0.00	£0.00	£8,578.42	£8,726.06		3 Receipts
<b>Total Richmond Park &amp; House</b>	<b>£4,035.00</b>	<b>£4,543.42</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£8,578.42</b>	<b>£8,726.06</b>	<b>-1.69%</b>	<b>-£147.64</b>
<u>Sports Grounds</u>									
500 Roses	£0.00	£23,250.00	£0.00	£15,500.00	£0.00	£7,750.00	£7,750.00		3 Receipts
510 Marshalls	£14,059.22	£322.35	£0.00	£702.50	£0.00	£13,679.07	£17,601.10		3 Receipts
520 Levellings	£942.85	£0.00	£0.00	£82.00	£0.00	£860.85	£979.50		3 Receipts
<b>Total Sports Grounds</b>	<b>£15,002.07</b>	<b>£23,572.35</b>	<b>£0.00</b>	<b>£16,284.50</b>	<b>£0.00</b>	<b>£22,289.92</b>	<b>£26,330.60</b>	<b>-15.35%</b>	<b>-£4,040.68</b>
<b>EXPENDITURE</b>	1 Payments	2 Creditors	3 Payments in advance	4 Opening Creditors	5 Opening Payments in advance	1+2-3-4+5 EXPENDITURE	EXPENDITURE Last year	EXPENDITURE Variance	Annual Return Box
<u>Administration</u>									
2000 Office Supplies & Telecom	£11,962.92	£264.52	£0.00	£672.71	£0.00	£11,554.73	£8,879.37		6 Payments
2010 Publicity	£120.00	£0.00	£0.00	£0.00	£0.00	£120.00	£227.03		6 Payments
2020 Subscriptions	£3,077.71	£0.00	£0.00	£0.00	£0.00	£3,077.71	£2,828.04		6 Payments
2030 Democratic & Civic	£8,447.91	£0.00	£386.26	£6,428.14	£0.00	£1,633.51	£15,393.84		6 Payments
2040 Grants	£2,025.00	£0.00	£0.00	£0.00	£0.00	£2,025.00	£1,058.50		6 Payments
2060 Insurance	£18,998.39	£0.00	£0.00	£0.00	£0.00	£18,998.39	£14,553.42		6 Payments
2070 HR & Finances	£11,998.59	£159.00	£682.98	£2,119.62	£785.96	£10,140.95	£8,053.07		6 Payments
2080 Legal Fees	£1,719.80	£500.00	£0.00	£208.60	£0.00	£2,011.20	£794.80		6 Payments
<b>Total Administration</b>	<b>£58,325.32</b>	<b>£923.52</b>	<b>£1,069.24</b>	<b>£9,429.07</b>	<b>£785.96</b>	<b>£49,536.49</b>	<b>£51,002.11</b>	<b>-2.87%</b>	<b>-£1,465.62</b>
<u>Allotments</u>									
8000 Foxby Hill	£1,981.89	£134.11	£0.00	£0.00	£0.00	£2,116.00	£1,063.88		6 Payments
8010 Love Lane	£1,168.60	£10.82	£0.00	£9.17	£0.00	£1,170.25	£1,288.96		6 Payments

# Income and Expenditure Figures by Budget Headings

EXPENDITURE	1 Payments	2 Creditors	3 Payments in advance	4 Opening Creditors	5 Opening Payments in advance	1+2-3-4+5 EXPENDITURE	EXPENDITURE Last year	EXPENDITURE Variance	Annual Return Box
8020 North Warren	£98.46	£0.00	£0.00	£0.00	£0.00	£98.46	£37.80		6 Payments
8030 Showfield	£469.17	£208.33	£0.00	£69.17	£0.00	£608.33	£352.50		6 Payments
8040 Spital Hill	£1,338.62	£153.77	£0.00	£141.42	£0.00	£1,350.97	£1,096.08		6 Payments
8050 Love Lane Garage Site	£185.82	£0.00	£0.00	£0.00	£0.00	£185.82	£0.00		6 Payments
8060 All Sites	£1,321.56	£0.00	£366.37	£0.00	£290.00	£1,245.19	£325.80		6 Payments
<b>Total Allotments</b>	<b>£6,564.12</b>	<b>£507.03</b>	<b>£366.37</b>	<b>£219.76</b>	<b>£290.00</b>	<b>£6,775.02</b>	<b>£4,143.39</b>	<b>63.51%</b>	<b>£2,631.63</b>
<u>Cemeteries</u>									
6000 General Cemetery	£24,703.89	£87.97	£461.70	£568.36	£161.53	£23,923.33	£46,374.90		6 Payments
6010 North Warren Cemetery	£933.35	£0.00	£0.00	£110.00	£0.00	£823.35	£933.35		6 Payments
<b>Total Cemeteries</b>	<b>£25,637.24</b>	<b>£87.97</b>	<b>£461.70</b>	<b>£678.36</b>	<b>£161.53</b>	<b>£24,746.68</b>	<b>£47,146.72</b>	<b>-47.51%</b>	<b>-£22,400.04</b>
<u>Christmas Lights</u>									
11010 Anchor Point / Electrical Testin	£1,291.95	£0.00	£0.00	£0.00	£0.00	£1,291.95	£2,422.88		6 Payments
11020 Electrical Contractor - Main Lig	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
11030 Electrical Contractor - Shop Tre	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
11040 Market Place Christmas Tree	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
11050 Blachere Contract	£19,817.48	£0.00	£0.00	£0.00	£0.00	£19,817.48	£23,299.18		6 Payments
11055 Electrical Contractor for potenti	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
11060 Trinity Street Electricity	£4,118.90	£0.00	£0.00	£0.00	£0.00	£4,118.90	£1,162.68		6 Payments
11070 Church Street Lamp Post Elect	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
<b>Total Christmas Lights</b>	<b>£25,228.33</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£25,228.33</b>	<b>£26,884.74</b>	<b>-6.16%</b>	<b>-£1,656.41</b>
<u>Ear Marked Reserves</u>									
12000 Ear Marked Reserves	£56,199.63	£898.00	£0.00	£314.90	£0.00	£56,782.73	£27,814.78		6 Payments
<b>Total Ear Marked Reserves</b>	<b>£56,199.63</b>	<b>£898.00</b>	<b>£0.00</b>	<b>£314.90</b>	<b>£0.00</b>	<b>£56,782.73</b>	<b>£38,154.78</b>	<b>48.82%</b>	<b>£18,627.95</b>
<u>Employee Costs</u>									
1000 Payroll	£286,537.70	£0.00	£0.00	£400.00	£0.00	£286,137.70	£268,683.91		4 Staff
1010 Travel and Training	£3,061.47	£0.00	£0.00	£0.00	£0.00	£3,061.47	£1,425.12		6 Payments

# Income and Expenditure Figures by Budget Headings

EXPENDITURE	1 Payments	2 Creditors	3 Payments in advance	4 Opening Creditors	5 Opening Payments in advance	1+2-3-4+5 EXPENDITURE	EXPENDITURE Last year	EXPENDITURE Variance	Annual Return Box
1020 Workwear & ID	£1,369.71	£0.00	£0.00	£24.99	£0.00	£1,344.72	£836.26		6 Payments
<b>Total Employee Costs</b>	<b>£290,968.88</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£424.99</b>	<b>£0.00</b>	<b>£290,543.89</b>	<b>£270,945.29</b>	<b>7.23%</b>	<b>£19,598.60</b>
<u>Events</u>									
10010 Mayflower 400 (Illuminate)	£1,000.00	£0.00	£0.00	£0.00	£0.00	£1,000.00	£0.00		6 Payments
10020 Armed Forces Day	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
10030 Queen's Platinum Jubilee	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
10035 King Charles III Coronation	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
10040 Remembrance Sunday	£45.90	£0.00	£0.00	£0.00	£0.00	£45.90	£20.00		6 Payments
10050 Local Event Support	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
11000 Switch On Event	£5,000.00	£0.00	£0.00	£0.00	£0.00	£5,000.00	£3,213.00		6 Payments
<b>Total Events</b>	<b>£6,045.90</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£6,045.90</b>	<b>£3,233.00</b>	<b>87.01%</b>	<b>£2,812.90</b>
<u>Grounds Maintenance</u>									
3000 Vehicle Costs	£17,279.72	£618.39	£0.00	£796.88	£0.00	£17,101.23	£16,178.03		6 Payments
3010 Grounds Maintenance - All Sites	£20,091.61	£0.00	£0.00	£2,739.08	£0.00	£17,352.53	£47,702.06		6 Payments
3020 Cleaning Products	£815.71	£102.58	£0.00	£0.00	£0.00	£918.29	£951.24		6 Payments
<b>Total Grounds Maintenance</b>	<b>£38,187.04</b>	<b>£720.97</b>	<b>£0.00</b>	<b>£3,535.96</b>	<b>£0.00</b>	<b>£35,372.05</b>	<b>£64,831.33</b>	<b>-45.44%</b>	<b>-£29,459.28</b>
<u>Mayors Charity</u>									
14005 Mayor Events (HSBC)	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
14010 Mayors Charity Donation (HSB)	£338.00	£0.00	£0.00	£0.00	£0.00	£338.00	-£117.00		6 Payments
<b>Total Mayors Charity</b>	<b>£338.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£338.00</b>	<b>-£117.00</b>	<b>-388.89%</b>	<b>£455.00</b>
<u>Neighbourhood Plan</u>									
13000 Neighbourhood Plan	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
<b>Total Neighbourhood Plan</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>0.00%</b>	<b>£0.00</b>
<u>Play Areas</u>									
7000 Play Equipment Maintenance	£300.24	£0.00	£0.00	£0.00	£0.00	£300.24	£40.45		6 Payments

# Income and Expenditure Figures by Budget Headings

EXPENDITURE	1 Payments	2 Creditors	3 Payments in advance	4 Opening Creditors	5 Opening Payments in advance	1+2-3-4+5 EXPENDITURE	EXPENDITURE Last year	EXPENDITURE Variance	Annual Return Box
7005 Wet Pour Maintenance	£940.00	£0.00	£0.00	£0.00	£0.00	£940.00	£0.00		6 Payments
7010 Levellings		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
7020 Aisby Walk	£517.69	£0.00	£0.00	£0.00	£0.00	£517.69	£870.00		6 Payments
7030 Danes Road		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
7040 Mayflower Close		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
7050 Sandsfield Lane North		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
7080 St Georges		£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
7090 Play Area Inspections	£1,124.70	£0.00	£349.55	£0.00	£0.00	£775.15	£1,133.25		6 Payments
<b>Total Play Areas</b>	<b>£2,882.63</b>	<b>£0.00</b>	<b>£349.55</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£2,533.08</b>	<b>£2,043.70</b>	<b>23.95%</b>	<b>£489.38</b>
<u>Public Realm</u>									
9000 Roundabouts / Islands		£0.00	£0.00	£0.00	£0.00	£0.00	£1,500.00		6 Payments
9010 Street Furniture	£15,805.05	£1,155.24	£0.00	£14,124.05	£0.00	£2,836.24	£42,661.34		6 Payments
9020 War Memorial	£385.00	£0.00	£0.00	£0.00	£0.00	£385.00	£350.00		6 Payments
9030 Gainsborough in Bloom	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
9040 Community Rail Partnership	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00		6 Payments
<b>Total Public Realm</b>	<b>£16,190.05</b>	<b>£1,155.24</b>	<b>£0.00</b>	<b>£14,124.05</b>	<b>£0.00</b>	<b>£3,221.24</b>	<b>£44,511.34</b>	<b>-92.76%</b>	<b>-£41,290.10</b>
<u>Richmond Park &amp; House</u>									
4000 Richmond Park & House	£34,191.66	£387.13	£214.51	£3,638.85	£386.43	£31,111.86	£28,730.38		6 Payments
<b>Total Richmond Park &amp; House</b>	<b>£34,191.66</b>	<b>£387.13</b>	<b>£214.51</b>	<b>£3,638.85</b>	<b>£386.43</b>	<b>£31,111.86</b>	<b>£28,672.13</b>	<b>8.51%</b>	<b>£2,439.73</b>
<u>S. 137 Payments</u>									
<b>Total S. 137 Payments</b>	<b>£25.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£0.00</b>	<b>£25.00</b>	<b>£0.00</b>	<b>100.00%</b>	<b>£25.00</b>
<u>Sports Grounds</u>									
5000 Roses	£124.90	£0.00	£0.00	-£250.56	£0.00	£375.46	£124.90		6 Payments
5010 Marshalls	£34,400.12	£872.04	£622.11	£3,907.06	£123.60	£30,866.59	£30,117.06		6 Payments
5020 Levellings	£1,950.81	£144.51	£0.00	£91.51	£0.00	£2,003.81	£1,491.23		6 Payments



# Income and Expenditure Figures by Budget Headings

EXPENDITURE	1 Payments	2 Creditors	3 Payments in advance	4 Opening Creditors	5 Opening Payments in advance	1+2-3-4+5 EXPENDITURE	EXPENDITURE Last year	EXPENDITURE Variance	Annual Return Box
<b>Total Sports Grounds</b>	<b>£36,475.83</b>	<b>£1,016.55</b>	<b>£622.11</b>	<b>£3,748.01</b>	<b>£123.60</b>	<b>£33,245.86</b>	<b>£31,706.51</b>	<b>4.85%</b>	<b>£1,539.35</b>

# PAPER O

# Summary Trial Balance

Year ending 31/03/23

	Credit	Debit
<b>Income</b>		
Public Realm	0.00	
Events	1,150.06	
Christmas Lights	0.00	
Community Infrastructure Levy	19,203.15	
Neighbourhood Plan	0.00	
Precept	554,258.00	
Mayors Charity	338.00	
Interest on Investments	0.00	
Employee Costs	0.00	
Administration	29,413.77	
Grounds Maintenance	5,927.46	
Richmond Park & House	8,578.42	
Sports Grounds	22,289.92	
Cemeteries	58,327.97	
Allotments	10,563.72	
<b>Expenditure</b>		
Employee Costs		290,543.89
Administration		49,536.49
Grounds Maintenance		35,372.05
Richmond Park & House		31,111.86
Sports Grounds		33,245.86
Cemeteries		24,746.68
Play Areas		2,533.08
Allotments		6,775.02
Public Realm		3,221.24
Events		6,045.90
Christmas Lights		25,228.33
Community Infrastructure Levy		0.00
Ear Marked Reserves		56,782.73
Neighbourhood Plan		0.00
Mayors Charity		338.00
S. 137 Payments		25.00

# Summary Trial Balance

## Expenditure

### Balance Sheet Assets

Stocks		0.00
Stock Adjustment		0.00
VAT Recoverable		6,966.68
Debtors		34,602.26
Payment in Advance		3,083.48
Cash in Hand & at Bank		569,682.51
Investments		0.00
Long term assets		0.00
Loans Made		0.00

### Balance Sheet Liabilities

Loans Received	0.00	
VAT Payable	0.00	
Creditors	5,696.41	
Receipts in Advance	0.00	
Reserves (at start of year)	464,094.18	
Trial Balance Total	<b>1,179,841.06</b>	<b>1,179,841.06</b>

**Total of credits and debits match.**

# PAPER P

## Section 2 – Accounting Statements 2022/23 for

### Gainsborough Town Council

	Year ending		Notes and guidance
	31 March 2022 £	31 March 2023 £	
1. Balances brought forward	382,889	464,094	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.
2. (+) Precept or Rates and Levies	527,860	554,258	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	166,503	155,792	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	268,684	286,138	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.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	344,474	279,368	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	464,094	608,639	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	456,792	569,683	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – <b>To agree with bank reconciliation.</b>
9. Total fixed assets plus long term investments and assets	4,470,432	6,991,840	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.
10. Total borrowings	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)				The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)			✓	The figures in the accounting statements above do not include any Trust transactions.

I certify that for the year ended 31 March 2023 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

26/04/2023

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 Chairman of the meeting where the Accounting Statements were approved

SIGNATURE REQUIRED

# PAPER Q



## Officer Report to the Planning Committee

Report Author: Stephen Coulman

Report Date: 26/04/2023



**Gainsborough**  
TOWN COUNCIL

## CIL Funds

### 1. Summary

Town and Parish Councils receive Community Infrastructure Levy (CIL) charged on liable local developments in their parish area. As this Council has an adopted a Neighbourhood Plan we receive the maximum 25% of CIL.

CIL monies can be spent on the provision, improvement, replacement, operation or maintenance of infrastructure, or anything else that is concerned with addressing demands that development places on the Council's area. The Council should spend the CIL monies within 5 years of receipt.

1.1 The following are the amounts of CIL money available:

- (a) Planning application to erect 95 dwellings, Land adjacent, Middlefield Lane, Gainsborough. Payment of £17,858.16 received October 2022.
- (b) Planning application to erect 3 dwellings, Plots 54A, 70A and 70B, former Castle Hills Community Arts College, The Avenue, Gainsborough. Payment of £1,344.99 October 2022.
- (c) Planning application to erect 1 dwelling including new access, land adjacent, 43, Heapham Road, Gainsborough. Payment of £206.90 received 27 October 2020.
- (d) Total CIL money available is £19,410.05.

### 2. Background

2.1 At the Property & Services Committee held on the 10th of January 2023 it was resolved to recommend to the Planning Committee to spend a proportion of the CIL funds on North Warren Allotments, clearing vacant plots, access road and boundary security and that the Operations Manager write a report to the Planning Committee on a proposal to spend any CIL monies available to the Council – refer PS23/151:

2.2 North Warren Allotment site (NWS) is owned by the Council and is presently approximately 50% unlet due to vacant plots being unusable having not been occupied for several years or employed as grazing / stabling of horses. As a result, the Council is missing out on a potential plot rental income of approximately £900 per annum.

2.3 It is fair to say that NWS has, over recent years, gained a reputation for an allotment site to be avoided due to the amount of work required to bring a plot back into use. Upon first sight many plots will put off a prospective allotment holder.

2.4 The Operations Manager invited three (3) contractors to undertake site inspections of the five (5) allotment sites with a view to quoting for the clearance of asbestos, unwanted and abandoned materials / items as well as clearing vegetation that had grown on vacant plots. However, the focus was on NWS. This would facilitate the following:

- a) Remove items that could potentially be hazardous to health.
- b) Clear plots that are presently unlettable so that they are an attractive proposition and may be offered to prospective allotment holders.
- c) Items that may be reused / recycled can be retained and offered to new and existing allotment holders – sheds, greenhouses, tools, water butts, composters etc. This to be managed by the Allotment Officer.
- d) Make it clear to allotment holders, old and new, that the council is taking a new positive



approach to allotments and hopefully to promote self-management, with assistance from the Allotment Officer.

### 3. Cost

Of the three (3) contractors asked to undertake site visits, only two attended.

The site visits and quotations took place / were received in mid-January 2023.

Due to the nature of the works, the 'unknowns' (what will they uncover in the undergrowth / just below ground) and waste disposal costs it was evident from onsite conversations that this would be difficult to quantify and price. However, the two contractors submitted quotations as follows:

- a) Contractor A is a demolition company who specialise in demolition, civils, and waste management. Their quotation to clear NWS is £36,000 plus Vat. Additional costs are likely to be incurred should any unseen hazardous materials be found.
- b) Contractor B is a family run company who are farmers and have branched out into environmental cleaning. They undertake allotment works for numerous local authorities. Their quotation to clear NWS is £19,500 plus Vat. Additional costs are likely to be incurred should any unseen hazardous materials be found.

**NOTE:** Due to the time elapsed from obtaining the quotations they have expired and are no longer valid. The Operations Manager and Allotments Officer are meeting contractor B on site on the 10<sup>th</sup> May 2023 to obtain an up to date quotation. The Operations Manger will endeavor to keep any price increase to the minimum, but we work in a world of rising costs at present. Furthermore, the work will not be able to be undertaken due to the busy work schedule of the contractor over the summer months. The works, if approved, are likely to be undertaken in September or October.

### 4. Recommendation

To recommend to full Council the following:

- a) To appoint contractor B to undertake the necessary clearance works on NWS.
- b) The Allotment Officer, in collaboration with the Operations Manager, to monitor and direct the contractor to ensure costs are kept to the minimum and all recyclables are reused.
- c) To employ £19,410.05 CIL monies to fund the majority of the cost of the works.
- d) To set aside an additional £2,500 for unforeseen works / contingencies etc. The expenditure of the additional £2,500 to be at the discretion of the Operations Manager in consultation with the Clerk and / or Deputy Clerk / RFO.
- e) To adjust the budget accordingly.

# PAPER R

Mrs Belina Boyer  
Gainsborough Town Council  
Richmond House  
Morton Terrace  
Gainsborough  
Lincolnshire  
DN21 2RJ

## 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-2720417213
Insured	Gainsborough Town Council
Business	Parish / Town Council
Period of Insurance	
From	01 <sup>st</sup> June 2023
To	31 <sup>st</sup> May 2024
and any other period for which cover has been agreed.	
Renewal Premium	£ 12,082.06

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

Schedule Number	112550871
Long term agreement active until	01 <sup>st</sup> June 2024
Preparation Date	17 <sup>th</sup> April 2023
Prepared by	Mr Jonathan Meiseles
Policy Form Reference	MLAACF07

### 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.

## 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. New Sports Pavilion, Address, Ropery Rd, Gainsborough, Lincolnshire, DN21 2SG	£180,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
2. Cemetery Chapel, Address, Coxs Hill, Gainsborough, Lincolnshire, DN21 1HH	£960,000.00	N/A	£2,338.66	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
3. Richmond House inc outbuildings, Address, Richmond Park, Morton Terrace, Gainsborough, Lincolnshire, DN21 2RJ	£2,040,000.00	£7,462.01	£55,645.15	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
4. Roses Sports Pavilion, Address, North Warren Road, Gainsborough, Lincolnshire, DN21 2TU	£1,548,000.00	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
5. Marshall Sports Pavilions, Address, Middlefield Lane,	£2,400,000.00	N/A	£2,484.83	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Gainsborough, Lincolnshire, DN21 1TY									
6. 2 Toilets at Cemetery, Address, Cemetery, Coxs Hill, Gainsborough, Lincolnshire, DN21 1HH	£210,054.65	N/A	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

**For Premises: 1, 2, 3, 4, 5, 6**

**Insured Perils applicable to Material Damage: 1-16**

**Excesses Applicable to Premises 1, 2, 3, 4, 5 & 6**

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)
Ropery Rd, Gainsborough, Lincolnshire, DN21 2SG	N/A		N/A		£1,300	12
Richmond Park, Morton Terrace, Gainsborough, Lincolnshire, DN21 2RJ	£60,000	36	N/A		N/A	
North Warren Road, Gainsborough, Lincolnshire, DN21 2TU	N/A		N/A		£183,820	12
Middlefield Lane, Gainsborough, Lincolnshire, DN21 1TY	N/A		N/A		£10,805.75	12

**For Premises:** 1, 2, 3, 4, 5, 6

**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

Item Description	Premises Address (if applicable)	Sum Insured	Excess
Contents (c)	Richmond House, Morton Terrace, Gainsborough, Lincolnshire, DN21 2RJ	£4,677.32	£100

**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
Noticeboards/Signs	£8,366.12	£100
Bus shelters	£71,217.49	£100
Benches	£7,013.05	£100
Bins and Benches at Cemetery	£11,693.30	£100
Town Clock & Coat of Arms	£29,559.36	£100
Sculpture	£25,096.79	£100
Floodlights	£167,306.59	£100
Fencing and gates at Hickman Bacon Memorial	£11,980.58	£100
Railings on dog walk	£27,593.21	£100
War memorial	£67,147.85	£100
War memorial railings & Brass flag pole	£36,128.65	£100
Play Equipment/All Weather Pitch/ Ground Surfaces	£687,588.77	£100
Skate Park Equipment	£190,868.48	£100
Grounds Equipment	£82,195.00	£100
Football goals/ nets/posts	£11,129.03	£100
Civic regalia inc Town criers outfit	£7,308.32	£100
6 x Laptops	£4,173.40	£100
Banners	£877.01	£100
Christmas Lights	£62,730.90	£100
Tables and Chairs	£7,308.32	£100
Railings at North Warren Cemetery	£14,806.62	£100
3G Pitch and associated items	£636,540.00	£100
2016 Wright Zero Turn Sport RH 36" Mower	£6,556.37	£100
North Warren Allotment Fence	£7,416.00	£100



Beaumont Street Bus Shelter	£8,074.79	£100
Church Street Bus Shelter	£9,135.28	£100
Gordon Street Bus Shelter	£7,749.72	£100
Shakespeare Street Bus Shelter	£6,764.63	£100
Christmas Lighting - Silver Street Ceiling of Light, Market Street Zigzag Icicles, Flag Alley Ceiling of Light	£4,916.81	£100
Hired in Plant and Equipment for up to 7 days at any one time per year	£20,000.00	£100

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**

	<b>Limit any one loss</b>
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 <b>Member</b> or <b>Employee</b> or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any <b>Member</b> or <b>Employee</b>	£500
(c) in the <b>premises</b>	
(i) in the custody of or under the actual supervision of any <b>Member</b> or <b>Employee</b>	£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:** £15,000,000

**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 I – Motor Vehicles**

<b>Insured Vehicle:</b> All as described in <b>Persons Entitled to Drive:</b> the Certificate of <b>Limitation as to Use:</b> Motor Insurance	<b>Cover:</b> Section 22  A. Comprehensive
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<b>Excess : Section 23</b>	
<b>Amount</b>	<b>Description</b>
£ 150	Accidental Damage , Fire , Theft , Windscreen , Theft total loss
£ Nil	Third party
Additional to any other Excess which applies	

<b>Age and Inexperienced Driver Excess: Section 11</b>		
(a)	Under 25 years	£150
(b)	Over 25 years inexperienced	£150
Additional to any other Excess which applies		

<b>Repair Limit:</b> £Nil  Section 12
---

<b>Damage to Property Limit:</b> £5,000,000 Applicable to any Commercial Vehicle, Minibus, Agricultural Vehicle and Special Type  £50,000,000 Applicable to any Private Motor Car
--

<b>Personal Effects Limit:</b> £150  Section 13
---

<b>Medical Expenses Limit:</b> £250  Section 14
---

**Additional Cover : Section 25**

U. Occasional Business Use	Not Operative
V. Loss of No Claim Discount/Excess	Not Operative

**Operative Endorsements:**

None

**Part J – Motor Legal Expenses and Uninsured Loss Recovery**

**Limit of Indemnity:**

£100,000 per insured incident



### Part N – Fidelity Guarantee

**Persons Guaranteed:** **Sum Guaranteed**  
 All members and employees £500,000

**Excess:** £100 each and every loss

### 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	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

##### Volunteers

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

##### Directors/Councillors

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

##### Key Personnel

Key Personnel	Town Clerk, Deputy Clerk/RFO, Operation Manager, Admin Support Officer, Grounds Operative Team Leader, 5 x Grounds Maintenance Operatives, 2 x Cleaning Operatives/Caretaker
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 - £5,000 Limit	Operative
8. Statutory Licence Protection	Operative
<b>Limit of Indemnity:</b>	£200,000

### Operative Endorsements

The following is also operative: Debt Recovery

#### Insured Incident

The **insurer** will negotiate for the **insured's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or of services, provided always that:

- a) the amount of the debt exceeds £250 (incl VAT)
- b) the claim under this Part is made within 90 days of the money becoming due and payable
- c) the **insurer** has the right to select the method of enforcement, or to forego enforcing judgment if the **insurer** is not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### Exceptions

We will not provide indemnity in respect of or arising from or relating to:

- a) any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section
- b) the recovery of money and interest due from another party where the other party intimates that a defence exists
- c) any claim relating to:
  - i) any settlement payable under an insurance policy
  - ii) any lease, licence or tenancy of land or buildings
  - iii) any motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
- d) any dispute which arises out of the purchase, hire, sale or provision of computer hardware, software, systems or services.

## 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](mailto: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

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Type of Claim	Claims team	Claims contact details	
Buildings, contents including "All Risks" Items	Property Claims	Tel:	0800 028 0336
Business interruption		Email:	<a href="mailto:farnboroughpropertyclaims@uk.zurich.com">farnboroughpropertyclaims@uk.zurich.com</a>
Money		Address:	Zurich Municipal Property Claims, Zurich Financial Services, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Works in progress			
Public liability	Liability Claims	Tel:	0800 876 6984
Employers liability		Email:	<a href="mailto:fnlc@uk.zurich.com">fnlc@uk.zurich.com</a> (new claims) <a href="mailto:zmflc@uk.zurich.com">zmflc@uk.zurich.com</a> (subsequent correspondence)
Personal assault under Money			
Personal accident		Address:	Zurich Municipal Casualty Claims, Zurich House, 1 Gladiator Way, Farnborough, Hampshire, GU14 6GB (DX 140850, Farnborough 4)
Financial and administrative liability			
Professional negligence			
Hirers liability			
Fidelity guarantee			
Libel and slander			
Engineering insurance			
Engineering – Deterioration of stock			
Business travel			
Motor	Motor Claims		
		Email:	<a href="mailto:zmmotorclaimsoffice@uk.zurich.com">zmmotorclaimsoffice@uk.zurich.com</a>
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116 (Switchboard)

## General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336
5. Track open claims on-line at: <https://www.zurich.co.uk/municipal/existing-customers>

**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](http://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](http://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.

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.

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# DAS - Uninsured Loss Recovery

## 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.

**Motor Legal Expenses and Uninsured Loss Recovery** cover is provided by DAS Legal Expenses Insurance Company Limited (DAS). For legal expenses insurance we only provide a product from a single insurer (DAS). **Zurich Municipal** acts on behalf of this insurer and receive a commission from them, which is a percentage of the premium.

**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

## 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.

### Helpline Services

- Addition of Risk Management Advice Line - providing free practical guidance on risk issues.

### Property Exclusions

- References to 'damage', 'business interruption' and/or 'consequential loss' within the policy level General Exclusions applying to our Property covers, and section level exclusions within our Property covers, have been replaced with 'loss, damage, cost or expense' to ensure clarity of intent.

### General conditions

#### Fair Presentation of the Risk and Change in Circumstances

- The remedies for non-compliance in the Fair Presentation of the Risk and Change in Circumstances conditions have been clarified.

#### Addition of Electronic Risks exclusion

- We have added an Electronic Risks exclusion to the General Conditions of our policy wording. This exclusion applies to all Property sections. Your Terrorism section, where purchased, already contains a similar exclusion.
- The effect of this exclusion is to exclude loss, damage, cost or expense resulting from virus or similar mechanism, hacking or denial of service attack. We have added definitions of what each of these mean to our General Definitions.

### Part A - Material Damage

#### Trace and Access limit amended

- We have amended the Trace and Access extension under this Part, increasing the limit to £25,000 any one loss and restricting it so that it also is limited to this amount in the aggregate in one period of insurance.

### Part I - Motor Vehicles

#### Electric Vehicles

- We have updated our wording to reflect the needs of electric vehicles and their users. This includes:
  - amended definitions of The Insured Vehicle and adding new definitions of Accessories and Electric Vehicle.
  - added cover for liability arising from the charging of an electric vehicle using charging cables
  - clear statement of coverage relevant to damage to the batteries of electric vehicles and the payment of claims should the battery be leased or hired.

#### Geographical Limits - Brexit change in terms of Geographical Limits and the Earthquake and Riot and Civil Commotion Exclusion

- We have updated our wordings to reflect the United Kingdom's withdrawal from the European Union.



### **Motor - Terrorism - Mutualisation of Road Traffic Act risk**

- Following the Westminster Bridge terrorism incident, the terrorism risk was mutualised by the Motor Insurers' Bureau (MIB) and therefore we as the insurer are liable only for third party property damage above the Road Traffic Act minimum requirement of £1.2m up to the limit specified in your policy. All injury claims will be picked up by the MIB. We have amended our wordings to reflect this change.

### **Motor - Further enhancements**

- We have updated the wording to reflect the addition of the following covers:
  - New for Old cover in respect of any Motor Car or goods carrying Commercial Vehicle not exceeding 7.5 tonne gross vehicle weight within one year of the first registration.
  - Unlimited Theft or Loss of Keys cover which will not be subject to the policy excess.
  - Child Seat Replacement cover which will not be subject to the policy excess. A definition of Child Seat has been added.
  - Whilst the Insured Vehicle is in the custody, control of any hotel, restaurant or similar organisation for the purposes of parking.
  - Incorrect Fuelling to cover cost of draining and cleansing the fuel tank of an Insured Vehicle following the accidental filling of the fuel tank with the incorrect fuel for the type of engine. The cover will not be subject to the policy excess.
  - Emergency Hotel and Travel Expenses incurred if the Insured Vehicle is immobilised because of damage or theft which necessitates an unplanned overnight stop. Hotel expenses up to £250 are covered in respect of the driver and each passenger up to a total of £750 in any one claim while travel expenses are payable up to a maximum amount of £250 in respect of any one claim.
  - Windscreens which are damaged but repairable will no longer be subject to the policy excess for windscreens. The excess will remain applicable for windscreen replacement. A policy definition has been added to define windscreen.

### **Motor - Exclusions**

- We are excluding damage directly caused to the insured vehicle by pressure waves by aircraft or other aerial devices travelling at sonic or supersonic speeds though we continue to insure requirements of the Road Traffic Act in terms of third party liabilities.
- We are also excluding cover in respect of the owners of vehicles leased to you where liability is attributable to the negligence of the owner.

### **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.

### **Part J - Motor Legal Expenses and Uninsured Loss Recovery**

- DAS who are the insurer of this part of the policy have provided a refreshed and up to date wording. Whilst the wording looks different there are no changes to record in terms of the breadth of the policy wording.

### **Part L - Plant Protection**

- An electronic risks exclusion has been applied to this part.

### **Part M - Deterioration of Stock**

- An electronic risks exclusion has been applied to this part.
- Clarification has been added that the insurer's liability in respect of Section 2 - Cover a) and b), combined will not exceed in respect of any one Accident the sum insured stated in the schedule in any one period of insurance.
- Clarification has been added that the insurer's liability in respect of Section 2.1 Additional Costs will not exceed £25,000 or 10% of the sum insured stated in the schedule in any one period of insurance, whichever is the lesser.

### **Part P - Legal Expenses**

- DAS who are the insurer of this part of the policy have provided a refreshed and up to date wording. Whilst the wording looks different there are no changes to record in terms of the breadth of the policy wording.

## Part R - Terrorism

### Terrorism Cover

- The operative clause has been amended to ensure that where purchased, cover under this part aligns to that which is provided under the Property sections of your policy wording, including Material Damage and Business Interruption (where purchased).
- Previously your policy wording stated that the cover would only be triggered by an event involving damage but the cover we are providing also includes some instances of loss, cost or expense resulting where there is no damage.

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MLABNA03 (01/23)

# 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](http://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](mailto: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](http://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](http://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](mailto: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](http://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](http://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](mailto: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](http://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](http://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

	<b>Limit of Liability</b>
a) Accidental <b>damage</b> as a direct result of robbery or attempted robbery to:	
i) personal effects of any <b>employee</b>	£500
ii) any franking machine, safe, strongroom or security case, bag specially designed container for the carriage of <b>money</b>	Reinstatement or other Value
b) the cost of replacing safe or strongroom locks made necessary by theft of keys from the <b>premises</b> or from the home of any adult authorised to hold such keys, but excluding such cost where the keys have been left on the <b>premises</b> whilst closed for business purposes	£1,000
c) provided that no other personal accident insurance is operative the <b>insurer</b> will pay to the <b>insured</b> such of the amounts below as are applicable if a Person Insured sustains bodily injury by Assault whilst entrusted with <b>money</b> by the <b>insured</b> , 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

### 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.



# 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](http://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](http://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](mailto: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](http://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](mailto: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](http://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](http://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:	<b>Right</b>	<b>Left</b>
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](http://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](http://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](http://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](mailto: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](http://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](mailto: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](http://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

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# PAPER S



# Structure and Functions

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## Document History

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## 1. Introduction

- 1.1 This document sets out key arrangements, processes, and structures of the Town Council. A Scheme of the Delegation has been included which makes clear the decision-making structure of the Town Council.
- 1.2 Where particularly complicated or specific arrangements are required, they will be added as an appendix to the document. This should be done to assist with review and provide clarity.
- 1.3 This document should be read in conjunction with other key Town Council documents. In particular Standing Orders and Financial Regulations should be referenced.
- 1.4 It is expected that this document will be reviewed once a year at the Annual Meeting of the Town Council.

## 2. Structures and Arrangements

- 2.1 This section will briefly set out the structures and arrangements of the Town Council.

### Committee structure

- 2.2 It is important that councillors, officers, and members of the public are able to understand the key structures and arrangements of the Town Council.
- 2.3 The Town Council consists of Council (usually called Full Council) and four Committees. The four Committees are as follows:
  - Finance and Strategy Committee
  - Personnel Committee
  - Planning Committee
  - Property and Services Committee
- 2.4 The roles and delegated powers and functions of each Committee will be described in depth later in this document.
- 2.5 The Annual Parish Meeting is administered by the Town Council; however, it is not part of the formal Committee structure.

### General description of Committees and Working Groups

#### Committees

- 2.6 Technically called 'Standing Committees' they sit under Council and undertake the delegated powers and functions assigned to them.
- 2.7 Where delegated powers and functions exist, there is usually no need for a Committee to refer a matter to Council. This is because Council has already taken the decision to delegate that power or function.
- 2.8 Each Committee must have a Terms of Reference setting out its role and function. Membership of a Committee will usually be nine Members of the Town Council.
- 2.9 There will be no limit on how long a Committee should be in place for. The arrangements should however be reviewed on a regular basis to ensure that they are fit for purpose.

### **Sub-Committees**

- 2.10 A Sub-committee sits underneath a Committee. They often have a smaller group of Members which focus on a particular function or area of business.
- 2.11 Where delegated powers and functions exist, there is no need for a Sub-committee to refer a matter to the parent Committee or to Council. This is because a decision has already been made to delegate that power and function.
- 2.12 Each Sub-committee must have a Terms of reference setting out their role and function. Membership will usually be 5 Members of the Town Council.
- 2.13 There will be no limit on how long a Sub-committee should be in place for. The arrangements should however be reviewed on a regular basis to ensure that they are fit for purpose.

### **Working Groups**

- 2.14 Working Groups are appointed to study and report on a particular question or issue. Once a final position has been reached a recommendation should be made to the parent body based.
- 2.15 Working Groups are considered to have the role of an 'advisory committee'. Such committees can have non-members on them as they do not regulate finances.
- 2.16 Working Groups have a function that is similar to a 'task and finish' panel. A specific task will be allocated to the Working Group and once the task is completed and a recommendation made it will cease to function.
- 2.17 Each Working Group must have a Terms of Reference setting out its function. Other than research and quote gathering a Working Group will not have any other powers or functions delegated to it.
- 2.18 A Working Group must have a minimum of three Members of the Town Council. A further six Non-members can be appointed or co-opted to provide additional experience to the Working Group.
- 2.19 Under no circumstances will a Working Group have budgetary responsibility or be able to regulate finances.
- 2.20 The number of formal Working Groups should be kept to a minimum. They must not distract from the work of Council and Committees or take up a disproportionate amount of time and number of resources.

### **Creation of new Committees, Sub-Committees and Working Groups**

- 2.21 From time to time, it might be necessary to create new Committees, Sub-committees, and Working Groups.
- 2.22 Committees and Sub-committees in particular require a great deal of resource to service and significantly increase the workload for Town Councillors and staff.
- 2.23 Before Committees and Sub-committees are established Council should consider the additional resources and time implications.
- 2.24 The process of creating new Committees, Sub-committees, and Working Groups is set out at section 4 of Standing Orders and is a matter reserved to Council.

## Office Holders

2.25 Some Town Councillors are appointed or elected to certain positions. These are referred to as Office Holders. In some cases, they will have delegated powers and functions.

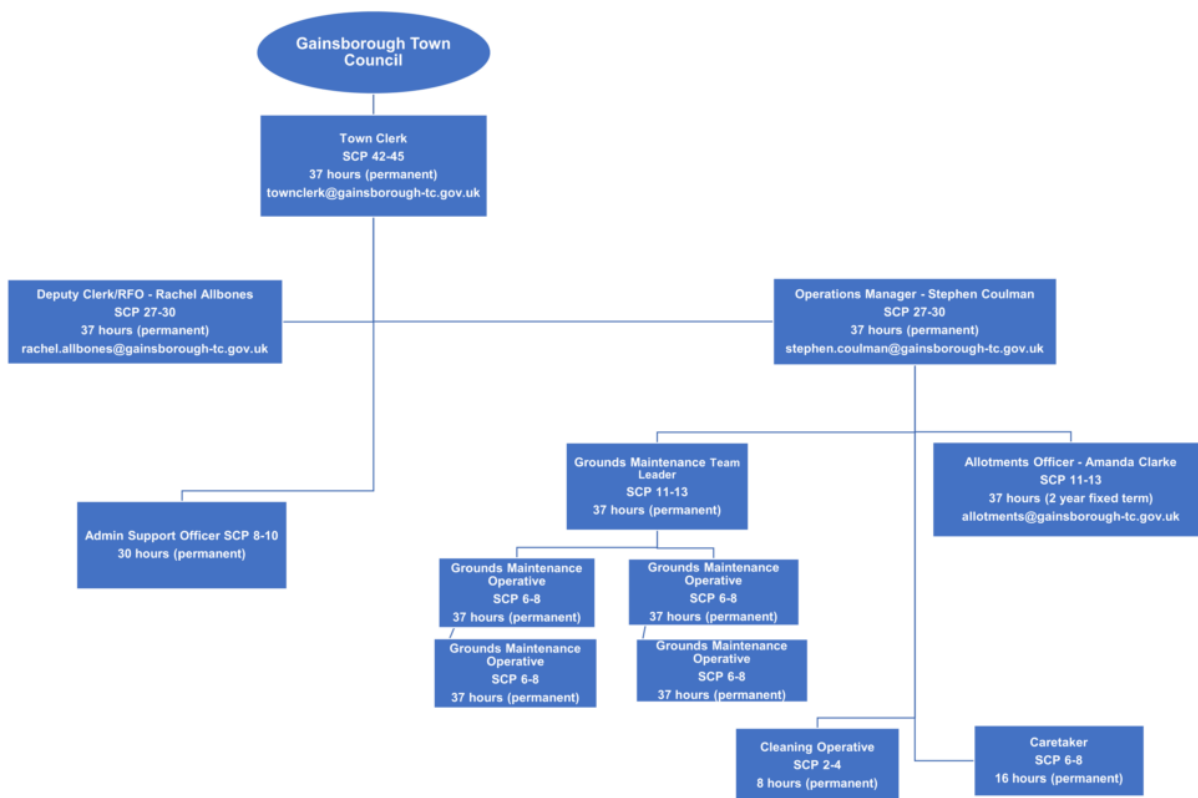
2.26 Office Holder positions are as follows:

- Chairman of the Town Council (Mayor)
- Vice Chairman of the Council (Deputy Mayor)
- Chairman of a Committee
- Vice Chairman of a Committee
- Representative on an outside body
- Leader of the Council

## Council Officers

2.27 The Town Council is serviced by a team of officers. They carry out the decisions made by the Town Council and in some cases have delegated powers and functions. The current staff structure is set out below.

Table 1. Staff structure diagram



## 3. Policies

### What is a policy

- 3.1 It is important that the Town Council has procedures in place for the creation and review of policies.
- 3.2 A policy is a document setting out principles to guide the decisions of the Town Council. It ensures that rational outcomes are achieved and is a statement of intent which is implemented as a procedure.

- 3.3 Town Council policies provide the framework and strategies through which decisions are made and functions are carried out.
- 3.4 Not every document therefore is a policy. Documents that could be described as routine or managerial are not policies. This would include, but is not limited to, the following: waiting lists, forms, and notices.

### How policies are created

- 3.5 It is important that policies are created in a consistent way that is not open to challenge. The process will be as follows.

### Committee with delegated powers

- 3.6 If there is a Committee with delegated powers a draft of the policy will be considered. At this stage Members can reject the policy, defer consideration, or recommend to Council that the policy be adopted.
- 3.7 Once recommended the matter will be put to Council. If approved by Council, the policy will be considered to have been 'adopted'.
- 3.8 Once adopted it will be the responsibility of the Committee to review the document. Unless substantially change to the policy is proposed Council will not need to consider the matter.

### No delegated powers or a reserved matter

- 3.9 A draft will be placed before the Finance and Strategy Committee for review. At this stage Members can reject the policy, defer consideration, or recommend to Council that the policy be adopted.
- 3.10 Once recommended the matter will be put to Council. If approved by Council, the policy will be considered to have been 'adopted'.
- 3.11 Once adopted it will be the responsibility of the Finance and Strategy Committee to review the policy.
- 3.12 If the matter is not reserved to Council, the Finance and Strategy Committee may make changes to the policy unless substantial change is proposed.
- 3.13 In the case of a reserved matter Council will need to approve any changes or amendments to the policy.

### How are policies reviewed

- 3.14 The Town Council has a large number of policies. It is important that they are reviewed on a regular basis.
- 3.15 The table below sets out how policies are to be reviewed and by which Committee. The frequency of review will either be:
- I. Annually – once a year
  - II. Biennially – once every two years

Table 2. Review of policies

No.	Policy	Council or Committee to review the policy	Frequency of review
40	Adoption Leave Policy	Personnel	Biennially

64, 65, 66, 67, 68	All allotments policies and terms and conditions	Property and Services	Annually (because of the period of notice)
14	Anti-Fraud and Corruption Policy	Finance and Strategy	Biennially
44	Bullying and Harassment Policy	Personnel	Biennially
9	Child and Vulnerable Adult Welfare and Safeguarding Policy and Procedures	Personnel	Biennially
3	Code of Conduct	Council (undertaken by Finance and Strategy)	Annually
16	Communications Policy	Finance and Strategy	Biennially
28	Community Grants Policy	Property and Services	Biennially
18	Complaints Policy	Finance and Strategy	Biennially
19	Confidential Reporting Policy	Personnel	Biennially
21	Councillor / Employee Protocol	Finance and Strategy	Biennially
5	Councillor Vacancy (Co-option) Policy	Finance and Strategy	Biennially
29	Debt Recovery Policy	Finance and Strategy	Biennially
47	Employee Code of Conduct	Personnel	Biennially
33	Equality and Diversity Policy	Personnel	Biennially
71	Exhumation Policy	Property and Services	Biennially
22	Filming and Recording of Meetings Policy	Finance and Strategy	Biennially
2	Financial Regulations	Council (undertaken by Finance and Strategy)	Annually
	Flexible Working Policy	Personnel	Biennially
24	Freedom of Information	Finance and Strategy	Biennially
20	General Data Protection Regulations (GDPR) Policies and Procedures	Finance and Strategy	Annually
6	Health & Safety Policy	Personnel	Biennially
45	Internet Usage Policy	Personnel	Biennially
27	Investment Strategy	Finance and Strategy	Annually
36	Lone Working Policy	Personnel	Biennially
37	Maternity Leave Policy	Personnel	Biennially
80	Member Training and Development Policy	Finance and Strategy	Annually
75	Memorial Bench Policy	Property and Services	Biennially



73	Memorial Safety Policy	Property and Services	Biennially
78	Mobile Phone Policy	Personnel	Biennially
57	Name Badge & ID Card Policy	Finance and Strategy	Biennially
43	No Smoking Policy	Personnel	Biennially
76	Parental Bereavement Policy	Personnel	Biennially
38	Paternity Leave Policy	Personnel	Biennially
41	Pensions Discretions Policy	Finance and Strategy	Biennially
11	Protocol for the Death of a Senior Figure	Finance and Strategy	Biennially
23	Public Participation at Meetings Policy	Finance and Strategy	Biennially
24	Publication Scheme	Finance and Strategy	Biennially
30	Reserves Policy	Finance and Strategy	Annually
8	Risk Management Policy	Finance and Strategy	Annually
8	Risk Register	Finance and Strategy	Annually
7	Scheme of Members' Allowances	Council (undertaken by Finance and Strategy)	Biennially
39	Share Parental Leave Policy	Personnel	Biennially
26	Social Media Policy	Finance and Strategy	Biennially
54	Staff Appraisal Policy	Personnel	Biennially
42	Staff Handbook, Appendices, and associated policies	Personnel	Biennially
1	Standing Orders	Council (undertaken by Finance and Strategy)	Annually
4	Structure and Functions	Council (undertaken by Finance and Strategy)	Annually
49	Training Policy	Personnel	Biennially
56	Use of Work Vehicles by Councillors and Staff for Personal Domestic Use	Finance and Strategy	Biennially
13	Vexatious Complaints Policy	Finance and Strategy	Biennially
10	Volunteer Policy	Personnel	Biennially
55	Wellbeing Policy	Personnel	Biennially
12	Whistleblowing Policy	Personnel	Biennially

## 4. Scheme of Delegation

### Introduction

- 4.1 The Town Council's Scheme of Delegation sets out the decision-making structure of the Town Council. It makes clear how powers and functions have been delegated and the matters reserved to Council.
- 4.2 The Scheme of Delegation provides a broad framework which should be reviewed from time to time. It should be seen as a living document that will evolve to meet the needs of the Town Council.
- 4.3 The delegated powers and functions of the Committees are set out in the form of Terms of Reference.
- 4.4 The Scheme of Delegation in some cases might not provide sufficient detail. In such a situation the matter should be clarified, and the additional details set out as an appendix to this document.
- 4.5 This Scheme of Delegation does not seek to repeat in detail what has already been set out in other key documents. This document should therefore be read in conjunction with those key documents.

### Authorisation of expenditure

- 4.6 Financial Regulation 4.1 sets out delegations in relation to revenue expenditure in the following way:
- 4.7 Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:
  - the Council for all items over £10,000; or
  - a duly delegated committee of the Council for items over £3,000; or
  - the Clerk and / or RFO, in consultation with Chairman of Council or Chairman of the appropriate committee, for any items over £500 and below £3,000; or
  - the Clerk and / or Deputy Clerk (RFO) for items below £500.
- 4.8 The authorisation by the Town Clerk or Deputy Clerk (RFO) of expenditure up to £500 relates to 'routine expenditure' budget lines. Such lines will be made clear at the time the budget is set.
- 4.9 All expenditure by the Town Clerk or Deputy Clerk (RFO) will be reported to the next meeting of the Finance and Strategy Committee.

### Emergency delegated powers

- 4.10 It is important that a set of delegated powers are clearly set out for use in an emergency situation.
- 4.11 Emergency delegated powers should be seen as an action of 'last resort'. They are to be used in a situation which meets one or more of the following criteria:
  - Service delivery is severely compromised, or needs to be rapidly adapted to a new circumstance;
  - public safety is in immediate and significant danger;
  - the health and safety of staff is being or could be seriously compromised;
  - significant damage to Council property will result from inaction, and/or;

- the usual management of Council business is impossible due to the urgent nature of a decision or external constraint.
- 4.12 Before using emergency delegated powers, the Town Clerk will attempt to inform the Chairman of the Town Council and the Leader of the Town Council. At this stage it will be determined if the matter justifies an extraordinary meeting and if there is enough time to call one.
- 4.13 In a situation such as that described above, the Town Clerk has the emergency delegated power to:
- i. Authorise payments of up to £3,000. Before the payment is made one of the following must be informed:
    - Chairman of the Town Council
    - Leader of the Town Council
    - Chairman of the appropriate committee.
  - ii. Review and update the policy and procedures of the Town Council as required by legislation, government guidance or operational experience.
  - iii. Authorise the temporary closure of Council property and the suspension of services (in the absence of the Town Clerk this power should be exercised by the Operations Manager).
  - iv. Undertake the following:
    - Delegate to officers of the Council additional appropriate duties necessary to minimise service disruption and ensure business continuity;
    - take decisive and proportionate action to ensure staff health & safety and public safety;
    - Manage emergency communications on behalf of the Town Council;
    - cancel or postpone Town Council events;
    - cancel or postpone meetings of the Town Council, and;
    - Arrange for formal meetings of the Town Council to be held remotely should legislation allow for it.
- 4.14 Whenever an emergency delegated power is used a brief written report will be posted on the Town Council website within seven working days. The report will be presented to the next meeting of Council or the appropriate Committee for ratification.

## Limitations

- 4.15 Committees (including Sub-committees and Working Groups) and officers shall act in accordance with Council's Standing Orders, Financial Regulations and, where applicable, any other rules, legislation, regulations, policies, procedures, schemes, by-laws, or orders.
- 4.16 Delegated powers and functions must be exercised in line with the limitations described above and within the constraints set out in the budget.

- 4.17 Any matter not explicitly set out below in the Scheme of Delegation will be treated as a reserved matter for Council.

### **Matters reserved to Council**

- 4.18 The following matters are reserved to Council:

- a) Adoption and alteration of Standing Orders, Financial Regulations, and the Code of Conduct;
- b) Approving and alteration of the Structures and Functions document, which includes, the committee structure, Terms of Reference, Scheme of Delegation, and the associated appendices;
- c) Appointing the membership (including non-voting members) of all Committees, Sub-committees, and Working Groups;
- d) Set a timetable for meetings, which includes, meetings of Council (Full Council), Annual Parish Meeting, Annual Town Council Meeting, and all meetings of Committees, Sub-committees, and Working Groups;
- e) Setting the annual budget and the precept levied on the principal authority;
- f) Authorising borrowings;
- g) Authorising the incurring of expenditure required by Financial Regulations or above £10,000;
- h) The power of incurring capital expenditure not specifically included in the Council's budget or delegated to a committee;
- i) Adoption of a Member's Allowance Scheme;
- j) Appointing Town Council representatives to outside bodies;
- k) Election of the Leader of the Town Council;
- l) Confirming the appointment of the Town Clerk;
- m) Appointment or designation of the roles of Proper Officer and Responsible Financial Officer;
- n) Making, amending, revoking, re-enacting, or adopting byelaws and local legislation;
- o) Agreement to assume devolved services and functions;
- p) Decision to review or create a Neighbourhood Plan;
- q) Prosecution or defence in a court of law;
- r) Nomination or appointment of representatives of the Council at any inquiry on matters affecting the Town, excluding those matters delegated to a committee;
- s) Change the name of the Town Council, and;
- t) All other matters which must by law be reserved to Council.

### **Office Holders**

- 4.19 All Office Holders will be elected or appointed annually at the Annual Meeting of the Town Council.

4.20 The following powers and functions are delegated to Officer Holders of the Town Council.

### **Chairman of the Council – Mayor**

4.21 The following are delegated to the Chairman of the Council:

- The Chairman of the Council will be the Mayor and act as the ceremonial representative of the Town Council and town;
- Chairman of Council meetings and to undertake all the duties set out in legislation and policy;
- Act as the spokesman on matters for importance to the whole town and those not specifically delegated to another office holder;
- To be an ex-officio member of all Town Council committees, sub-committees and working groups;
- Manage business in an urgent or emergency situation;
- Be an additional point of contact for employees, and;
- Routine liaison with the Town Clerk and Leader of the Town Council.

### **Vice Chairman of the Council – Deputy Mayor**

4.22 The following are delegated to the Vice Chairman of the Council:

- The Vice Chairman will be the Deputy Mayor of the Town Council, and;
- To carry out all the duties and functions of the Chairman of the Town Council (Mayor) in their absence.

### **Committee Chairman**

4.23 Some Committee Chairman will have specific delegated functions which will be set out in the Terms of Reference.

4.24 More generally, the Committee Chairman will have the following delegated functions:

- Act as spokespeople for issues relating to the work of their Committee;
- Act as Chairman for meetings of the relevant committee and undertake all the functions set out in Standing Orders and other policies, and;
- Act as the point of contact for officers in the relevant policy and service areas.

### **Representatives to outside bodies**

4.25 The following are delegated to representatives on outside bodies:

- Represent the corporate position of the Town Council on the relevant outside body, and;
- Feedback to Council and/or the relevant committee about the work and discussions of the outside body.

### **Leader of the Council**

4.26 The Leader of the Council will:

- Be an ex-officio member of all Council committees, Sub-committees, and Working Groups;
  - act as the immediate point of contact for the Town Clerk and approve requests for annual leave and lieu time.
  - appraise and evaluate the performance of the Town Clerk, along with the Chairman of the Personnel Committee, and;
  - regularly liaise with the Town Clerk and Chairman of the Town Council about routine matters.
- 4.27 Since no individual member may act alone in an executive capacity, the Town Clerk is delegated and directed to work with the Leader as follows:
- Overseeing work to implement strategy;
  - managing business in an urgent or emergency situation;
  - liaising with political groups and Members of the Town Council to find a consensus on the Town Council's priorities;
  - develop working relationships with key partners;
  - identify training and development needs of members, and;
  - act as an additional point of contact for staff.

### **Officer delegated functions**

- 4.28 Functions delegated to officers of the Town Council are set out below.
- 4.29 In general, the senior officers of the Town Council have delegated powers to undertake routine and managerial work.
- 4.30 The Town Clerk, Deputy Clerk and Operations Manager may, where it is appropriate to do so, delegate functions to other officers of the Council.
- 4.31 The Town Clerk, Deputy Clerk and Operations Manager are authorised to attend meetings with third parties and represent the Council.

### **Town Clerk**

- 4.32 The Town Clerk will act as the Proper Officer for the purposes set out in Standing Orders, and for all other purposes prescribed by law, which includes but is not limited to:
- Receive declarations of acceptance of office.
  - Receive and retain plans and documents.
  - Sign notices or other documents on behalf of Council.
  - Receive copies of by-laws made by the principal authority.
  - Certify copies of by-laws made by Council.
  - Sign summonses to attend meetings of the Council or its committees.
- 4.33 In addition, the Town Clerk has the delegated authority to undertake all managerial duties, which principally involve the routine management and administration of the Town Council's services and functions.

4.34 The Town Clerk has the following delegated functions in relation to Communications:

- Editorial management of the Council's website and social media;
- Draft and issue press on behalf of the Town Council and to generally manage public relations;
- Develop working relationships with external bodies, in particular West Lindsey District Council and Lincolnshire County Council;
- Receive and deal with correspondence and documents on behalf of the Town Council.
- Issue correspondence as a result of the instructions of, or the known policy of, the Council.

4.35 The following are delegated to the Town Clerk in relation to documentation and processes:

- Sign on behalf of Council any document necessary to give effect to any decision of the Council or a committee.
- Be responsible for the provision and management of information and communication technology including, the replacement of out-dated/broken equipment or the purchase of new equipment;
- Notify the Returning Officer of all casual vacancies and to liaise them regarding the conduct of elections.
- Overall responsibility for responding to Freedom of Information requests.
- Take a lead role in relation to data protection.
- Manage dispensation requests from members under the Code of Conduct.
- Make recommendations about the effective use of property and land to Council or the appropriate committee.
- Initiating legal action or proceedings against unauthorised use or occupation of Town Council managed or owned land.
- Work with the Operations Manager to ensure the Town Council's obligations in relation to risk assessments are met.
- Monitor the implemented policies of the Council to ensure they are achieving the desired result and where appropriate suggest modifications.
- Hold the Town Council's Seal and apply it to documents as instructed.
- Authorisation to organise extraordinary meetings, the Council Chairman or the relevant committee Chairman will be liaised with.
- Lead officer in relation to safeguarding matters.

4.36 In the areas of finance and budgets the Town Clerk will:

- Liaise with the Deputy Clerk on the management and monitoring of all budgets in accordance with Council policy;
- Work with the Deputy Clerk to maintain effective internal controls, as well as the internal audit and the external audit process;

- Be authorised to make payments following a resolution by Council or a committee, and;
- Incur expenditure in accordance with the Standing Orders, Financial Regulations and the process set out in the Structures and Functions document.

4.37 In matters relating to staff the Town Clerk has the following delegated powers and functions:

- Undertake all managerial duties in connection with being the senior officer of the Town Council.
- Authorised to sign written contracts of employment on behalf of the Town Council. The contract of the Town Clerk must be signed by the Chairman of the Town Council.
- Authorised to make recommendations for employees' increments and administer them thereafter.
- Authorised to seek HR advice directly from the approved HR Advisors.

### **Deputy Clerk**

4.38 In the absence of the Town Clerk the Deputy Clerk will assume all the delegated roles and functions relating to that post, including those of the Proper Officer.

4.39 The Deputy Clerk occupies the position of the Responsible Financial Officer and should undertake all the functions set out in legislation and Council policy.

4.40 In addition, the Deputy Clerk has the following delegated powers and functions:

- Monitor and report on the effective management of Town Council financial resources.
- Support the Town Clerk in ensuring statutory obligations are complied with and to manage these in the Town Clerk's absence.
- Delegated to take the lead role in managing internal audits, the external audit process, and the AGAR.
- Authorised to submit the precept to the Principal Authority at the correct date and to provide any figures required for inclusion in the Council Tax Bill information.
- Authorised to make payments following a resolution by Council or a committee.
- Responsible for the overall management and monitoring of all budgets in accordance with Council policy.
- To prepare draft estimates which, when approved, will form the annual budget for the year, and to report thereon as necessary.
- To bank regularly all money received by the Council and to ensure that all money due to the Council is billed and collected promptly.
- To manage the cash flow and to control investments and bank transfers.
- To control payments made by cheque and online banking



- Write-off outstanding debts in accordance with Financial Regulations and any decision of Council or a committee;
- Undertake the processing of payments in accordance with contracts approved by Council or a committee (salaries, utility bills, office rent, etc.) or legal obligations (HMRC, pension, external audit, etc.).
- Ensure adequate insurance is in place and that a suitable risk management system exists.
- Ensure that effective internal controls are in place.
- Take overall responsibility for overseeing the payroll process, which is outsourced at this time, ensuring prompt and proper payment of any deductions for Income Tax, National Insurance and pension fund or superannuation fund contributions.
- To manage the risks faced by the Council and to recommend such insurance as is required or is mandatory (Employer's Liability and Fiduciary Guarantee).
- To maintain the Council's asset register.
- Authorised to seek HR advice directly from the approved HR Advisors.

### **Operations Manager**

4.41 The Operations Manager has delegated power for the operational management of services and facilities.

4.42 In addition, the Operations Manager has the following delegated powers and functions:

- Manage operational services which includes routine maintenance and inspections of assets, property, and land.
- Advise the Town Council on the acquisition, security, and maintenance of new equipment and to ensure any appropriate training is carried out.
- Make recommendations about the effective use of assets, property, and land.
- Approve repairs and maintenance to equipment and property, assuming authorisation for any expenditure is given.
- Ensure with the support of the Town Clerk that all management procedures put in place for the effective management of Health & Safety and public safety.
- Lead officer in managing operational risk.

## 5. Scheme of Delegation for Committees

### Introduction

- 5.1 This section is a continuation of the Scheme of Delegation but has been separated from it for reasons of clarity.
- 5.2 The Terms of Reference for each Committee will be set out below. Each Terms of Reference sets out the delegated powers and functions that a Committee has.
- 5.3 When considering a matter Members should be advised by the meeting clerk if a matter is within the Committee's remit.
- 5.4 If delegated powers are in place for a committee the minutes will usually record the decision as "RESOLVED".
- 5.5 If they are not, then the minutes will show the decision as "RECOMMENDED". The business will then appear on the next agenda of the responsible Committee, or in the case of a reserved matter it will appear on the Council agenda.

## **6. Finance and Strategy Committee Terms of Reference**

### **Committee membership and quorum**

- 6.1 Membership will be nine Members of the Town Council. Two ex-officio positions for the Chairman of the Town Council and the Leader of the Town Council.
- 6.2 The quorum of the meeting shall be three.

### **Meeting frequency**

- 6.3 One meeting every calendar month. The meeting will take place on the third Tuesday of every month at 7pm.

### **Principle meeting officers**

- 6.4 Town Clerk and Deputy Clerk

### **Principle objective**

- 6.5 Committee is to consider matters relating to finance, strategy, policy, and management of business.

### **Budgetary matters**

- 6.6 The Committee has extensive delegated powers in relation to budget monitoring and management.
- 6.7 The following specific budgetary areas are considered as part of the Committee's remit:
  - Administration

### **Delegated roles and functions**

- 6.8 Responsibility for the monitoring and administration of the Town Council's agreed budget.
- 6.9 Receive and consider reports and documents relating to finance, administration, and the general strategy of the Town Council.
- 6.10 Responsibility for recommending a budget to Full Council, which should include:
  - The budget (income and expenditure)
  - Three-year estimate
  - Investments
  - Reserves
  - Fees and charges
- 6.11 Power to amend fees and charges for Town Council services.
- 6.12 Management and negotiation of land transactions on behalf of the Council including the content of leases.
- 6.13 Policy review and adoption not otherwise reserved to Full Council or other committees.
- 6.14 Consider and review policies relating to finance, administration, and strategy.

- 6.15 Consider all matters relating to the audit process and where required to make recommendations to Full Council.
- 6.16 Ensure that effective risk management and adequate insurance is in place.
- 6.17 Consider expenditure that is not delegated to another committee of the Council. This would not apply to reserved matters.
- 6.18 Establish, monitor, and review a long-term strategy for the Town Council.
- 6.19 To be responsible for civil emergency planning.
- 6.20 Consider matters relating to communications.

## **7. Personnel Committee Terms of Reference**

### **Committee membership and quorum**

- 7.1 Membership will be nine members of the Town Council. Two ex-officio positions for the Chairman of the Town Council and the Leader of the Town Council.
- 7.2 The quorum of the meeting shall be three.

### **Meeting frequency**

- 7.3 One meeting every calendar month (with the exception of August). The meeting will take place on the second Wednesday of the month at 7pm.

### **Principle meeting officer**

- 7.4 Town Clerk

### **Principle objective**

- 7.5 Committee is to consider matters relating to staff, Human Resources (including Members), and volunteers.

### **Budgetary matters**

- 7.6 The Committee has limited role in relation to direct expenditure but has a large role to play in recommending and monitoring staffing budgets.
- 7.7 The following budgetary areas are considered as part of the Committee's remit:
- Employee Costs

### **Delegated roles and functions**

- 7.8 Consider matters relating to personnel, Human Resources (including Members) and volunteers.
- 7.9 Consider and review all personnel and volunteer policies.
- 7.10 Oversee the job recruitment process with the power to appoint personnel (except in the case of a reserved matter).
- 7.11 Recommend to the Finance and Strategy Committee a staffing budget as part of the annual budget creation process.
- 7.12 Manage any process leading to dismissal or redundancy of staff.
- 7.13 Review performance management (including annual appraisals, target setting) and consider matters relating to training (including Member and Volunteer training) and staff Continuous Professional Development.
- 7.14 Determine matters relating to staff pay, which includes increment increases and appeals.
- 7.15 Monitor staff absence and manage any issues arising.
- 7.16 Keep under review staff working conditions, including health and safety procedures.
- 7.17 Consider grievance or disciplinary matters.

- 7.18 Nominate a Member or Members of the Personnel Committee to seek HR advice in conjunction with the Leader of the Council directly from the HR advisors when any matter concerns the Town Clerk or Deputy Clerk.
- 7.19 Ensure the Council complies with all legislative requirements relating to volunteers and the employment of staff.

## **8. Planning Committee Terms of Reference**

### **Committee membership and quorum**

- 8.1 Membership will be nine Members of the Town Council. Two ex-officio positions for the Chairman of the Town Council and the Leader of the Town Council.
- 8.2 The quorum of the meeting shall be three.
- 8.3 It is expected that Members of the Committee will undertake planning training within three months of being appointed. Committee members must keep up to date with planning legislation, policy, and guidance.

### **Meeting frequency**

- 8.4 One meeting every calendar month. The meeting will take place on the fourth Tuesday of every month at 7pm.

### **Principle meeting officer**

- 8.5 Deputy Clerk

### **Principle objective**

- 8.6 Committee is to consider all matters relating to planning and development in the Gainsborough Town Council area.
- 8.7 This includes all matters relating to planning applications, street naming, tree preservation orders, ad-hoc licencing applications, the Neighbourhood Plan and matters relating to regulations on the highway.

### **Budgetary matters**

- 8.8 The Committee has delegated budgetary powers in relation to the Neighbourhood Plan should there be a review in the future.
- 8.9 The Committee will also monitor Community Infrastructure Levy (CIL) funds and make recommendations to Council on how they could be spent.

### **Delegated roles and functions**

- 8.10 Act as a statutory consultee to the planning authority.
- 8.11 Consider and comment on all planning matters and planning applications (including those related to listed buildings, advertisements, and trees) relative to Gainsborough submitted by other authorities and to forward observations to the appropriate authorities.
- 8.12 Respond on behalf of the Council to planning appeals and where required represent the Town Council.
- 8.13 Consider matters relating to licensing that are presented to the Town Council.
- 8.14 Comment on behalf of the Council on highways proposals.
- 8.15 Liaise with other agencies on matters concerning highways.
- 8.16 Identify and make representations to the relevant authorities in respect of enforcement action or any matters considered to be breaches of planning regulations and S106 agreements.
- 8.17 Recommend to Council how Section 106 and CIL funds should be allocated.

- 8.18 Make any determinations that are required under the Neighbourhood Plan.
- 8.19 Management of future reviews of the Neighbourhood Plan.
- 8.20 Respond to all consultations on planning, development, highways, and licensing matters. This includes reviewing the Neighbourhood Plans submitted by other authority.



## **9. Property and Services Committee Terms of Reference**

### **Committee membership and quorum**

- 9.1 Membership will be nine Members of the Town Council. Two ex-officio positions for the Chairman of the Town Council and the Leader of the Town Council.
- 9.2 The quorum of the meeting shall be three.

### **Meeting frequency**

- 9.3 One meeting every calendar month (with the exception of August). The meeting will take place on the second Tuesday of every month at 7pm.

### **Principle meeting officer**

- 9.4 Town Clerk and Operations Manager

### **Principle objective**

- 9.5 Committee is to consider all matters relating to existing property and services of the Town Council.

### **Budgetary matters**

- 9.6 The following areas are considered to be part of the Committee's remit:
- Grounds Maintenance
  - Richmond House & Park
  - Sports Grounds
  - Cemetery
  - Play Areas
  - Allotments
  - Public Realm
  - Events
  - Christmas Lights

### **Delegated roles and functions**

- 9.7 Consider matters relating to the Town Councils property and services.
- 9.8 Responsible for the management and maintenance of play areas, adult gyms, and skate parks.
- 9.9 Responsible for the management and maintenance of Richmond Park and Richmond House and all associated buildings.
- 9.10 Responsible for the management and maintenance of Playing Fields.
- 9.11 Responsible for the management and maintenance of Sports Grounds.
- 9.12 Consider matters relating to grounds maintenance.
- 9.13 Consider all matters concerning the operation and maintenance of the General Cemetery and North Warren cemetery.

- 9.14 Consider matters relating to the Town Council's allotments with the power to make decisions and approve expenditure.
- 9.15 To be responsible for the establishment of allotment garden site self-management arrangements and for regulating those arrangements once they are established.
- 9.16 Responsible for the Town Council's public lighting.
- 9.17 Responsible for the maintenance of car parks.
- 9.18 Responsible for the maintenance of the Town Council's footpaths and road surfaces.
- 9.19 Responsible for the management and maintenance of the Town Council's property.
- 9.20 Consider matters relating to the management and maintenance of the War Memorial.
- 9.21 To be responsible for the provision of Christmas illuminations.
- 9.22 Recommend to the Finance and Strategy Committee various budget lines associated with property and services as part of the budget setting process.
- 9.23 Consider and determine applications for grant aid in accordance with Community Grants Policy.
- 9.24 Define the policies, standards of service and budgets for services and facilities.
- 9.25 To be responsible for overseeing the development and improvement of services and facilities.
- 9.26 Consider capital investment in property and services.

## 10. Neighbourhood Plan Working Group Terms of Reference

### Introduction

- 10.1 A Town Council may delegate decision making to either a committee, sub-committee or an officer of the authority. It cannot delegate any of its functions to a member of the Council or a working group. (LGA 1972 101 (1) (a))

### Working Group membership and quorum

- 10.2 Membership will be a minimum of three Members of the Town Council and a maximum of five Members of the Town Council. Two ex-officio positions for the Chairman of the Town Council and the Leader of the Town Council.
- 10.3 The working group shall have express authority to increase its membership to nine but the additional members must be third party community members with an interest in the project or able to act as a subject matter expert.
- 10.4 The quorum of the meeting shall be a minimum of three members present, two of which must be Members of the Town Council or one third of the membership of the working group.
- 10.5 A chairperson will be appointed by the Working Group at its first meeting. At subsequent meetings if the Chair is not in attendance an interim chair will be appointed from the members who are present.

### Delegation

- 10.6 The Council cannot delegate any of its functions to individual councillors or working groups. (LGA1972, s. 101).

### Report structure

- 10.7 The Neighbourhood Plan Working Group shall report to either the Planning Committee or Full Council – whichever is the sooner so decisions can be obtained without significant delay.
- 10.8 Reports to either committee or Council must be with the principle meeting officer for that meeting at least seven clear days before the meeting so an item can be included in the agenda and papers.

### Meeting frequency

- 10.9 The group shall meet as often as is deemed necessary. All members of the group must be invited to all meetings for openness and transparency. Meeting invitations should be delivered either by email or in writing at least 48 hours before the planned meeting.

### Principle meeting officer

- 10.10 The working group will have **no** officer support. The group will produce its own agendas and minute notes for each meeting.

### Principle objective

- 10.11 The Gainsborough Neighbourhood Plan was adopted by West Lindsey District Council on 28 June 2021.
- 10.12 To monitor and review the adopted Gainsborough Neighbourhood Plan: -

- a) The impact Neighbourhood Plan policies have on influencing the shape and direction of development across the Plan area during the plan period will be monitored by Gainsborough Town Council.
- b) To publish an Annual Monitoring Report to assess the impact of the Neighbourhood Plan policies. The findings of the report will be shared with WLDC.
- c) If it is apparent that any policy in this Plan has unintended consequences or is ineffective it will be reviewed. It is the expectation of the Neighbourhood Plan group and the Town Council that there will be a review of the Plan 5 years after it has been made.
- d) The Town Council will give particular attention to the ongoing review of the Central Lincolnshire Local Plan.
- e) The Town Council will monitor the delivery of the allocated sites in general, and the delivery of housing in particular. Where necessary it will review the policies concerned.  
The Town Council will also monitor the effectiveness of the design of new development and, where necessary, review the general approach towards design in the Plan.
- f) Any amendments to the Plan will only be made following consultation with West Lindsey District Council, local residents and other statutory stake holders as required by legislation.

## **Budgetary matters**

- 10.13 The working group do not currently have an allocated budget for the Neighbourhood Plan, if needed they will prepare any detailed budget proposals for recommendation to the Planning Committee and Full Council as necessary. Reports to either committee or Council must be with the principle meeting officer for that meeting at least seven clear days before the meeting so an item can be included in the agenda.

## **Decisions**

- 10.14 Decisions of the working group will in the form of recommendations to the Planning Committee and shall be by majority vote of those working group members present and any third parties who have been formally invited to attend the meeting. Uninvited attendees shall not be entitled to vote. The Chair of the meeting shall have a casting vote.

## 11. Policy Review Working Group Terms of Reference

### Introduction

- 11.1 A Town Council may delegate decision making to either a committee, sub-committee or an officer of the authority. It cannot delegate any of its functions to a member of the Council or a working group. (LGA 1972 101 (1) (a))

### Working Group membership and quorum

- 11.2 Membership will be three Members of the Town Council one of whom will provide agendas and take notes.
- 11.3 The working group shall have express authority to take professional advice via the Town Clerk.
- 11.4 The quorum of the meeting shall be a minimum of three members present.

### Delegation

- 11.5 The Council cannot delegate any of its functions to individual Councillors or working groups. (LGA1972, s. 101). The Working Group has no delegated powers and must make recommendations only.

### Report structure

- 11.6 The Policy Working Group shall report to the committee responsible for any particular policy as identified in Structures and Functions or to Full Council for any proposed changes to Standing Orders, Financial Regulations, Code of Conduct, Structure & Functions.
- 11.7 Reports to either committee or Council must be with the principle meeting officer for that meeting at least seven clear days before the meeting so an item can be included in the agenda and papers.

### Meeting frequency

- 11.8 The group shall meet as often as is deemed necessary. All members of the group must be invited to all meetings for openness and transparency. Meeting invitations should be delivered either by email or in writing at least 48 hours before the planned meeting.

### Principle meeting officer

- 11.9 The working group will have **no** officer support. The group will produce its own agendas and minute notes for each meeting.

### Principle objective

- 11.10 The working group shall systematically review the Council's policies and make recommendations in writing to the relevant committee or Full Council respectively. It will start with reviewing Standing Orders and Financial Regulations.
- 11.11 It will review the policies in light of the Council's vision and mission statement.
- 11.12 It will identify if the existing policies meet at least the requirements under the Local Council Awards Scheme Quality Standard.

11.13 It will identify redundant policies.

### **Budgetary matters**

11.14 The group will not have a budget. Other than printing documents to aid editing and staff time, no cost implications are anticipated.

## 12. Earmarked Reserves

The budgetary remit and responsibility of Committees for the Earmarked Reserves is as set out in the table below.

<b>EAR MARKED RESERVE</b>	<b>Committee</b>
General Fund	Finance & Strategy
Mayors Charity Account	Finance & Strategy
Roses AWP Sinking Fund	Finance & Strategy
Roses Key Deposits	Property and Services
Marshalls Key Deposits	Property and Services
Levellings Key Deposit	Property and Services
Allotments Officer	Personnel Committee
Staff Training	Personnel
Community Grants	Property and Services
Election Costs	Finance & Strategy
Governance Support / Recruitment	Personnel
Richmond House Maintenance	Property and Services
Richmond House Conservatory replacement	Property and Services
Richmond Park Toilet Renovations	Property and Services
Richmond Park Compound Fence	Property and Services
General Tree Maintenance & Survey	Property and Services
General Footpath/Road Maintenance	Property and Services
General Litter Bin Referb / Replace	Property and Services
General Green Waste Removal	Property and Services
Marshalls Pavilion Maintenance	Property and Services
Marshalls Ditch Clearance	Property and Services
Ground Maintenance & Renovations	Property and Services
Marshalls /Levellings Renovations	Property and Services
Cemetery Topple Testing	Property and Services
Cemetery Boundary Fence Maintenance	Property and Services
Cemetery Woodland Burial	Property and Services
Cemetery Extension B Land Sinking Fund	Property and Services
General Play Equipment Maintenance	Property and Services
Wetpour Repairs	Property and Services

Levellings Future Development	Property and Services
Levellings Changing Room Maintenance	Property and Services
Levellings Defibrillator	Property and Services
Aisby Walk Skate Park Maintenance	Property and Services
Silver Street Sculpture Maintenance	Property and Services
Allotment Site Maintenance & promotion	Property and Services
Showfield Allotment Wall Maintenance	Property and Services
North Warren Allotment Fence	Property and Services
Foxby Hill Allotment Asso Funds	Property and Services
Kings Coronation event	Property and Services
CIL	Planning



## 13. Appendix 1 – Allotment management and administration

### Introduction

- 11.1 This appendix sets out the specific arrangements that are in place for the management and administration of allotments.
- 11.2 The Property and Services Committee has overall responsibility for the administration and management of allotments.

### Powers and functions delegated to Officers

- 11.3 The following functions are delegated to the Town Clerk who could further delegate to other officers as appropriate:
- Issuing of tenancy agreements and the letting of plots
  - Maintenance of the Allotment Register
  - Management of waiting lists
  - Inspections
  - Enforcement in relation to non-cultivation, illegal activity and serious breaches of the terms and conditions
  - Correspondence relating to allotments
  - Issuing of notices (both statutory and non-statutory)
  - Rent and charge collection
  - Approval of expenditure of less than £500 relating to skip hire and miscellaneous expenditure within the agreed budget.
  - Issuing written permissions that conform to the rules as set out in the Terms and Conditions at Schedule 1 – 1.1, 1.2, 2.4, 8.1, 8.2, 9.2, 9.3, 12.1.
- 11.4 A report will be provided to the Property and Services Committee on a quarterly basis setting out the use of the above functions.

### Site Secretary

- 11.5 Site Secretaries shall be a voluntary role of the Council and must be guided by officers of the Council.
- 11.6 Site Secretaries for each allotment garden site will be elected annually and be appointed at a meeting of the Town Council following the election.
- 11.7 All plot holders shall be eligible for election unless they have previously been removed from office as site secretary, failed to pay their rent on time or are under notice for other breaches of their tenancy agreement.
- 11.8 The elected and appointed Site Secretary must:
- Sign a declaration of office.
  - Adhere to any standards set out by the Town Council in the Declaration of Office and
  - Abide by the Allotment Terms and Conditions and all associated policies and procedures.

- Agree to carry out the functions below set out in the 'The role of the Site Secretary'.

- 11.9 Failure to do so may result in the Site Secretary's removal from the position.
- 11.10 The Town Council could then arrange for an election or appoint someone else for the remainder of the year. In either case any person removed from the office of Site Secretary will not be eligible for election.
- 11.11 The elected Site Secretary for each site will not be required to pay rent for one plot that they have a tenancy agreement in place for while they occupy the position.
- 11.12 Usually there will be only one Site Secretary per site.

### The role of the Site Secretary

- 11.13 Any matter that is not explicitly set out below will be retained by the Town Council.
- 11.14 The Site Secretary is elected by the plot holders of the site to represent them and to play a part in the general administration and management of the site.
- 11.15 They shall be elected annually.
- 11.16 All nominated candidates will be vetted as to their eligibility before the election takes place.
- 11.17 Where there is only one eligible candidate, this candidate shall be returned as elected unopposed.
- 11.18 Provide a report to the Council about the site on a quarterly basis. It should detail any issues, concerns, or proposals the Site Secretary or plot holders have in relation to the Site.
- 11.19 Be the first point of contact for plot holders and to pass information to plot holders from the Town Council.
- 11.20 Work with the allotment officer to carry out introductory sessions for new and prospective plot holders.
- 11.21 Monitor the site infrastructure and utilities and to inform the Town Council about any issues.
- 11.22 Inform the Town Council about non-cultivation or other breaches of the Terms of Conditions. These should be passed to the Town Council who will compile a list to check when the next inspection is taking place.
- 11.23 Provide advice and support to plot holders on the site.
- 11.24 Build a sense of community on the site and play a positive role in helping to resolve disputes.
- 11.25 Attend training offered by the Town Council.
- 11.26 Gain or have a good general knowledge of the Town Council's Terms and Conditions, policies and procedures which relate to the allotments.

# PAPER T

## THE GENERAL POWER OF COMPETENCE: An introduction to key facts for local councils<sup>1</sup>

Local councils in England were given a 'general power of competence' (GPC) in the Localism Act 2011, sections 1 to 8. This paper explains the freedom granted by the general power, the criteria to be met before a local council can use it and some restrictions on using the power. It notes the CiLCA questions and pass criteria (see also the Portfolio Guide 2012) and some useful weblinks. The power does not apply to parish meetings or to local authorities in Wales.

### The freedom of the GPC

Councils no longer need to ask whether they have a specific power to act. The GPC (LA 2011 s1(1)) gives local authorities, including eligible local councils, "*the power to do anything that individuals generally may do*" as long as they don't break other laws. It is a 'power of first resort'; this means that when searching for a power to act, the first question you ask is whether you can use the GPC. To find the answer, you ask whether an individual is normally permitted to act in the same way. For example:

- An individual can't put someone in prison – and neither can a local council (although, like an individual, the council can press for a prosecution).
- An individual can't impose taxes on other people – so a local council can't use the GPC to raise taxes.

On the other hand, an individual

- could run a community shop or post office (provided they abide by relevant rules) – so a local council can do likewise;
- can set up a company to provide a service. The GPC clearly permits a local council to engage in commercial activity as long as it sets up a company or co-operative society (s4) for this purpose.

Sometimes a council can do things that an individual can't do – such as creating byelaws, raising a precept or issuing fixed penalty notices - but it must do so using the specific original legislation. The GPC does not mean that the council can delegate decisions to individual councillors – this is a procedural matter that remains enshrined in law.

The Government hopes that the GPC gives local councils confidence in their legal capacity to act for their communities. It encourages councils to use this power to work with others in providing cost-effective services and facilities in innovative ways to meet the needs of local people. The council can lend or invest money; it can trade; it can even sell energy to the National Grid. If another authority has a statutory duty, then it remains their duty to provide that service (eg education, waste collection, social services) but local councils can still help out. For example, a local council can support a school in many ways, just as an individual might. It could even help a community trust to run a local school.

The council can undertake activities using the GPC anywhere – not just in the parish (s1(4a)). It isn't necessary to worry whether the activity is for the benefit of the council, the area or the community (s1(4c)) although, in practice, parishioners might object if they can't see the benefit! And unlike the Local Government Act 1972, s137, it doesn't matter whether there

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<sup>1</sup> Parish, town and neighbourhood councils in England

are any other specific powers permitting the council to take action (s1(5)). So, for example, a council can use the GPC to build a sports facility even though there is another power enabling it to do the same thing (Local Government (Miscellaneous Provisions) Act 1976 s19).

As always, the council is expected to act in accordance with the general principle of 'reasonableness' established by the Wednesbury court case in 1948. The judgement made it clear that a council can exercise reasonable discretion when interpreting legislation provided that it justifies its decision in terms of relevant, rather than irrelevant, matters.

### Criteria for eligibility

The freedom of the GPC is available to local councils that meet two criteria for eligibility (LA 2011 s8) set out in a statutory instrument known as the *Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012* that came into force in April 2012.

A local council must decide, at a full meeting of the council, that it meets the criteria for eligibility at that particular point in time. A resolution to this effect must be written clearly in the minutes of that meeting. The council is then required to revisit that decision and make a new resolution at every 'relevant'<sup>2</sup> annual meeting of the council to confirm that it still meets the criteria (if it does). This means that eligibility remains in place until the first annual meeting of the council after the ordinary election even if the condition of the eligibility criteria has changed. The two criteria are:

**Elected councillors** At the precise moment that the council resolves that it meets the criteria, the number of councillors elected at the last ordinary election, or at a subsequent by-election, must equal or exceed two thirds of its total number of councillors.

Elected councillors include all councillors who stood for election whether or not the election was contested. Co-opted or appointed councillors do not count as they are not elected.

The total number of councillors means the number of seats on the council including those that might be vacant.

If two thirds is not a whole number, then it must be rounded up to the next whole number. For example, if the number of councillors in total is 8 and two thirds is approximately 5.3, then the number of councillors that must be elected is 6.

Total council seats	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Two thirds	4	4	5	6	6	7	8	8	9	10	10	11	12	12	13	14

<sup>2</sup> A 'relevant' annual meeting is the annual meeting of the council after the ordinary election that normally takes place every four years. The confirmation does not have to take place every year.

The qualified clerk      The clerk must hold at least one of the sector-specific qualifications and should have completed the relevant training designed as part of the National Training Strategy for local councils. From April 2012, this training is undertaken as part of a clerk’s preparation for one of the recognised sector-specific qualifications. Where a clerk studied for one of these qualifications before April 2012, they undertake the relevant training and must pass the short section 7 of CiLCA 2012 in order to be fully qualified for the purposes of the GPC (see below)<sup>3</sup>.

The recognised sector-specific qualifications are:

- The Certificate in Local Council Administration (CiLCA) awarded by the Monitoring and Verification Board (or previously by the AQA)
- The higher education qualifications for clerks awarded by the University of Gloucestershire or its predecessor institutions, namely:
  - The Certificate of Higher Education in Local Council Administration
  - The Certificate of Higher Education in Local Policy
  - The first level of the Foundation Degree in Community Engagement and Governance (the Level Four course)
  - Any equivalent successor qualification

It is important that the council pays attention to the advice of its trained and qualified clerk when taking decisions to ensure that it acts lawfully.

Since the GPC can be used for most of the activities of the council rather than for unusual one-off projects, the council cannot employ a clerk on a short-term contract specifically for using the power. If the council loses its qualified clerk or has insufficient elected councillors, then it must record its ineligibility at the next ‘relevant’ annual meeting of the council (after the ordinary election). If it has already started an activity under the GPC for which there is no other specific power, it remains eligible for the purpose of completing *that* activity, but it can’t start anything new under the power until it is in a position to make the formal decision that it meets the criteria. The council must go back to identifying whether it has a specific power to act and use the restricted s137 if there is no appropriate specific power. When entering into a contract under the GPC, a council should be cautious if the contract lasts beyond the next annual meeting when the council might no longer be eligible to use the GPC. There is a risk of legal action if the council ends the contract unexpectedly. It is wise to seek legal advice when setting up the contract.

### **Risks and restrictions limiting the GPC**

There are some risks associated with using the GPC. Inadequate community support or insufficient funding are significant risks while there are several statutory or legal restrictions

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<sup>3</sup> A clerk who studied the University of Gloucestershire module covering law for local councils before the academic year 2012/13 (but who doesn’t have CiLCA 2012) must also pass Section 7 of CiLCA 2012.

that a local council should consider before using the power. Clerks and councillors should be aware of the following restrictions that potentially could limit the use of the GPC.

- If a council is already subject to a statutory duty, then that duty remains in place. So, for example, a local council that is eligible to use the GPC must continue to abide by its duties. For example:
  - The council has a duty to act with regard to the likely effect on crime and disorder and to do all it can to prevent crime and disorder in its area (Crime and Disorder Act 2006 s17).
  - The Natural Environment and Communities Act 2006 s40 imposes a duty on local councils to consider conserving biodiversity in exercising its functions.
  - The Smallholding and Allotments Act 1908 s23(1) gives councils a duty to provide allotments if they are of the opinion that there is a demand for them.
- There are also many procedural and financial duties that remain in place for regulating the governance of a local council.
- Furthermore, the council must comply with employment law, Health and Safety legislation, equality legislation and duties related to data protection and freedom of information for example.
- The council must set up a company or co-operative society if it wishes to trade. If the council sets up a company or co-operative society it must abide by company law. Councils are advised to refer to more detailed Government guidance on trading and on charging (see links below). The council can charge for services provided under the GPC<sup>4</sup>.
- If the council wants to invest in a local business to support the local economy, it should follow Government advice on investment (see links below). If it wishes to support a community enterprise, an economic development grant might be a sensible option.
- Remember, if another authority has a statutory duty, then it remains their duty to provide that service (eg education). If you are worried that you might be encroaching on another authority's duty, then ask whether an individual, a private company or a community trust might be able to step in and help. If they can, then so can the local council (although it might need to set up an appropriate delivery body first).
- If the action the council wishes to take is also covered by a specific power then any restrictions that apply to the overlapping power are still in force. So if existing legislation requires the council to ask permission before acting, then it must do so. For example, the council asks permission from the Highways Authority before doing work on roadside verges.

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<sup>4</sup> If councils have a statutory **duty** to provide a service **free of charge**, they cannot charge for that service. This provision applies to principal authorities but does not affect local councils as they are not required by law to provide **any** services free of charge

The GPC is a power and not a source of money. It cannot be used to raise the precept and if loans are needed then normal procedures apply. The council can seek other sources of finance such as the Community Infrastructure Levy, grant funding, sponsorship, commercial activity and agreements with other authorities. As always, the council should ensure support from local taxpayers.

So councils cannot use the GPC primarily to raise money but they can receive income as a consequence of using the power for a different primary purpose. For example, a council could give financial assistance to a struggling local enterprise by purchasing share capital just as any individual could. Similarly the council could lend money to support a local activity and earn interest on the loan and it can raise sponsorship for a community project.

Although councils are encouraged to be innovative, they should be aware of the risks involved in using the power in addition to a lack of money or community support. For example:

- There is a risk of being challenged
- Trading activities could damage competing local activities
- The council risks its reputation and public money if a project goes wrong

### **S137 and the power of well-being (PWB)**

How do these two powers relate to the GPC?

- The money that can be spent under the Local Government Act 1972 s137 is limited while the power is restricted by regulations for use and scope; for example, councils must keep specific accounts for s137, they cannot use the power to give money to individuals and spending must be commensurate with the benefit gained. In addition a council can't use s137 if another specific power exists. A council that is eligible to use the GPC can no longer use s137 as a power for taking action for the benefit of the area or its community (Sch 1(1))<sup>5</sup>.
- The PWB (Local Government Act 2000 s2) offered councils more opportunity to improve and promote the economic, social and environmental well-being of an area and its community with no restrictions on spending. However, in England it has now been replaced by the general power of competence which offers even more freedom to act. Transitional arrangements allow councils to complete projects started under the PWB.

### **Further changes affecting the GPC**

The Secretary of State for Communities and Local Government has the power to change the enacted legislation (s5) so it is important to keep up to date with legal advice. Changes will not be made without consultation and should therefore come as no surprise. The Government is keen to know whether there are any additional restrictions affecting the use of the GPC so that it can consider removing them. Contact the Society of Local Council Clerks or the National Association of Local Councils (via your County Association) if you wish to draw attention to any legislative constraints affecting the use of the power.

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<sup>5</sup> Note that s137(3) which permits the council to contribute to UK charities, public sector funds and public appeals remains in place.



## The CiLCA Questions

Clerks are required to respond to these tasks correctly in order to pass CiLCA. They write a paragraph of approximately 200 words.

- What is the general power of competence and where is it found?
- What criteria must local councils meet to be eligible to use the general power of competence and when must a council confirm that it is eligible?
- List four restrictions to consider before using the power for a specific purpose.
- List three activities that your council might undertake using the general power of competence giving any restrictions that might apply to these activities

### Pass criteria

- A clear understanding of the general power of competence
- A clear explanation of the eligibility criteria and arrangements for confirming eligibility
- A list of four possible restrictions to consider before using the power
- A list of three activities with appropriate restrictions

## Useful web links

**The Localism Act 2011** <http://www.legislation.gov.uk/ukpga/2011/20/contents/enacted>

**Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012**  
<http://www.legislation.gov.uk/ukdsi/2012/9780111519868>

**The Localism Act 2011: Explanatory notes**  
<http://www.legislation.gov.uk/ukpga/2011/20/notes/division/5/1/1>

**Charging guidance**  
<http://www.communities.gov.uk/documents/localgovernment/pdf/151291.pdf>

**Trading guidance**  
This guidance is in two documents. The second document is an addendum.  
<http://www.communities.gov.uk/documents/localgovernment/pdf/133628.pdf>  
<http://www.communities.gov.uk/documents/localgovernment/pdf/323153.pdf>

**Investment guidance**  
<http://www.communities.gov.uk/documents/localgovernment/pdf/1501971.pdf>

# The General Power of Competence

Empowering councils to make a difference



# Foreword



This paper is published at a critical time for local government. Councils have taken significant cuts to their funding during a period of economic austerity with yet more to come and face continued pressure

on funding alongside increased demand. Yet, as this paper demonstrates, through the use of the new General Power of Competence (GPC) they have sought to continue to deliver services efficiently and in new ways.

The Local Government Association (LGA) has been a driving force behind the introduction of a general power of competence; in March 2010 we presented a Draft Local Government (Power of General Competence) Bill to Parliament. This helped shape the Power that was introduced under the Localism Act 2011.

Although it has only been in place for a short time we have seen what councils can do when they are given greater freedom to make a difference.

Giving more power to local councils to enable them to make changes locally is vital if we are going to be able to design and deliver more efficient public services and help local areas innovate and, in particular, promote growth in their local area.

The LGA recently launched a new model for local government to address the question of democratic fairness and provide a blueprint for revitalising our democracy.

Entitled 'Rewiring Public Services', it contains ten key propositions that will radically transform local government and its relationship with Whitehall and Westminster.

What has become clear is that those working in local government agree we need a fundamental rethink about the current system, both to safeguard the future delivery of services and to make sure that local government is sustainable. The use of the General Power of Competence by councils in this paper shows that a new, locally led approach can yield positive outcomes and change for our communities.

However, despite the impressive examples in this paper, use of the General Power of Competence is limited by significant constraints set by central government. Local government needs far greater independence from central interference. The command and control, parent child relationship must be changed if local government is to be fully empowered to make a difference for local people.

But notwithstanding these constraints the GPC is an improvement on what we had before. I would therefore encourage councils up and down the country to make full use of the freedom it does give to innovate and think differently about how we can serve our communities.

**Councillor Sir Merrick Cockell**  
LGA Chairman

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# Key messages

These are challenging times for councils. They are playing a major part of the national deficit reduction plan. Grant to councils is being cut by 33 per cent in real terms during the four years of the Spending Review 2010 period, from April 2011 to March 2015. The spending review for 2015/16 continues the pressure to produce savings, with a reduction of 10 per cent in real terms of the grant going to local government. The continuing sluggish economy is putting further pressure on council's revenue streams and services.

In response to these factors, councils recognise that radical service transformation is required and that they have a key role to play in promoting and facilitating local economic growth. This difficult economic and financial environment presents both opportunities and barriers to the provisions included in the Localism Act 2011.

Among these provisions, the General Power of Competence (GPC) is an important legislative statement that councils have the power to do anything an individual may do, unless specifically prohibited. The GPC is welcomed across the sector, as a wider statement of their powers than the previous wellbeing powers. But to date it may be characterised as an evolutionary rather than a revolutionary change.

The LGA, on behalf of the sector, campaigned for a power such as the GPC. This was in recognition of the unique position of councils as locally elected bodies to act in the best interests of their communities, and their track record of delivering efficiencies and innovation and in providing good value for money. Further progress in such areas could have been at risk if the uncertainties around council's powers to act were to remain.

This paper explores whether councils have been taking advantage of the GPC since its introduction in February 2012, and if they have, how and to what purpose; if they haven't, why was this; the barriers councils may still be experiencing and any lessons which can be drawn. It is hoped that it will encourage wider use of the power by providing examples of how councils are using it to make a difference.

## Using the power to innovate

Councils demonstrated innovation to meet community needs and financial pressures prior to the Localism Act 2011 and will continue to do so. Some councils believe they can bring about, and have in practice achieved, significant innovation using pre-existing powers. For other councils, the debate leading up to the Localism Act and the GPC itself has been an important spur to innovation.

There is wide recognition that the right mindset – an entrepreneurial approach, a willingness to take managed risks and ‘think outside of the box’ are at least as important as the existence of a power or otherwise in enabling innovation.

## Giving greater confidence to change

Councils generally share the view that the GPC does give greater confidence to work in new ways, and develop new services and partnerships. It is also a symbolic statement which promotes innovation and frees up thinking, whether or not the power is used to provide the specific legal basis for the actions taken.

There are some indications that this growth in confidence may have been felt most by smaller councils – districts and town/parish councils rather than ‘upper tier’ councils which have enjoyed a wider range of powers and resources to begin with. There are examples of the use of the GPC in partnership across the different tiers of local government.

The GPC is also a challenge to the instinctive caution of some in local government, by clearly showing that just about anything is possible (unless specifically prohibited) and not constrained by the need to ensure that it is permitted by specific legislation. Members may see this as an opportunity to challenge the caution of some officers – even though the caution might nonetheless be valid. The GPC may provide statutory officers the assurance they require to endorse some more innovative and radical approaches.

## Constraints on the use of the GPC

In addition to limited resources, councils report a number of constraints on the use of the GPC in practice.

- **Trading restrictions:** the types of company structures which may be employed in trading or other activities under the GPC are restricted to companies limited by shares or guarantee or industrial or provident societies. This prevents the use of community interest companies or similar, which councils may find more appropriate in some circumstances.
- **Charges** made under the GPC may only be made for discretionary services and should be set at a level which simply recovers costs and does not generate a profit or surplus, which limits the ability of the power to raise additional revenue.
- **Legal restrictions:** the need to check for pre- and post-commencement limitations can take time, and may lead to a more specific power being used anyway. The GPC does not extend the ability of councils to create byelaws or undertake enforcement.

It is important to recognise that the GPC is a means to an end. Councils do not – nor should they – seek out opportunities to apply the new power. Rather they should begin with what they want to achieve and then see if the GPC is a tool which will help them to get there.



If the power is used in this way, in support of reasonable and accountable decision making in line with public law principles, with an awareness of the remaining limitations on the power, then it should be robust and less susceptible to successful legal challenge such as those which gave rise to increased uncertainty around the application of the previous wellbeing powers in some situations.

Notwithstanding the constraints, there are encouraging signs that councils will continue to use the GPC, and take advantage of the environment for change which it is helping to foster, to deliver further innovation despite the unfavourable financial climate.

For the avoidance of doubt, this paper is not intended to nor does it constitute legal advice. Councils will need to obtain their own independent legal advice on any matters of a legal nature arising in connection with the General Power of Competence.









# What is the General Power of Competence?

The General Power of Competence (GPC) was introduced by the Localism Act 2011 and took effect in February 2012. In simple terms, it gives councils the power to do anything an individual can do provided it is not prohibited by other legislation. It applies to all principal councils (district, county and unitary councils etc). It also applies to eligible<sup>1</sup> parish and town councils. It replaces the wellbeing powers in England that were provided under the Local Government Act 2000.

The scope – and some limitations – of the General Power are set out in sections 1 to 6 of the Localism Act 2011.

In summary, the GPC enables councils to do things<sup>2</sup>:

- an individual may generally do
- anywhere in the UK or elsewhere
- for a commercial purpose or otherwise, for a charge or without a charge
- without the need to demonstrate that it will benefit the authority, its area or persons resident or present in its area (although in practice councils will want to realise such benefits).

But there are some limitations on the General Power, either because they are not things which an individual can do or because they are excluded by the Act. The GPC will not:

- provide councils with new powers to raise tax or precepts or to borrow
- enable councils to set charges for mandatory services, impose fines or create offences or byelaws, over and above existing powers to do so
- override existing legislation in place before the Localism act 2011, so-called ‘pre-commencement limitations’ (however powers enacted after commencement of the GPC will only limit the GPC if this explicitly stated in the legislation).

Where using the GPC for charging or trading purposes, the recipient should agree to the service being provided, the income from charges should not exceed the cost of provision and, where things are done for commercial purposes, this must be done through a specified type of company.<sup>3</sup>

Notwithstanding the limitations outlined above, the GPC remains a broad power.

1 An eligible council is one which has resolved to adopt the GPC, with at least two thirds of its members being declared elected and the Clerk must hold an appropriate qualification (Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012).

2 Further discussion of the legal implications of the GPC can be found in the Local Government Association (LGA) essay ‘Power to make a difference’, October 2011: <http://tinyurl.com/nppcc4b>

3 Either as required by the Companies Act 2006 or a society registered under the Co-operative and Community Benefit Societies and Credit Unions Act 1965 or the equivalent in Northern Ireland.

As part of the Government's wider localism agenda, the GPC is intended not only to increase local authority powers but to give greater confidence in the scope of those powers and to signal that how those powers are used is a matter for local authorities (Department for Communities and Local Government, November 2011).

It should encourage more managed risk taking by councils. In enacting the GPC, the Government intended to remove the uncertainty which had arisen around the scope of the previous wellbeing powers – to promote the economic, environmental and social wellbeing of a council's area – where the courts had found that these powers did not enable councils to enter some arrangements such as a mutual insurance company across several councils – the so-called London Authorities Mutual Ltd (LAML) case in 2009<sup>4</sup>.

## What is the GPC being used for?

Although at the time of writing the GPC has been in place for a little under a year and a half, since February 2012, it is still possible to discern some emerging patterns in how the power is being used. The key benefits of the GPC to councils can be summarised under the following headings:

### **Extending services and support into new areas**

Stating that councils can do anything an individual can do (unless specifically prohibited) in legislation has given greater confidence to do new things and do things differently – the default setting is now 'yes

we can unless...' rather than 'we can't unless specifically permitted'. The ultra vires issue becomes less of a concern. For instance, the GPC has already given a number of councils the specific legal basis and confidence to extend their services and support beyond the arena traditionally seen as the responsibility of the authorities like them.

### **Oxford City – helping to tackle poor attainment in primary schools**

The GPC has given Oxford City Council (a district council) the confidence to develop a school improvement support programme to raise attainment and assurance to statutory officers that it had the power to do so. The city council is thus making a contribution in an important service area previously regarded as the preserve of an upper tier council

Major local employers were concerned that local young people did not have the skills they require. Consultation with schools identified that the root of the problem lay in under achievement in primary schools, especially in the most deprived areas of the city. Working with the two local universities, good local schools and a specialist education consultancy, the city council has put in place a programme of improvement support for schools. The programme has two main elements – leadership and teaching skills – and represents an investment of £1.6 million over four years. For more information and contact details please refer to the case study included in the Annex to this report available at: [www.local.gov.uk/localism-act](http://www.local.gov.uk/localism-act)

<sup>4</sup> Brent LBC v Risk Management Partners Ltd and London Authorities Mutual Ltd and Harrow LBC as interested parties, Court of Appeal 2009 (which took a narrow view of the scope of wellbeing).

Parish and town councils, in particular, have found being eligible to adopt GPC (as outlined in the previous section) a major boost to their confidence to act and also that of their members in general. They have used the GPC to provide the basis for taking on responsibility for services previously provided by one of the principal authorities for the area, for example because these are being withdrawn as a result of financial pressures and a review of priorities. Clerks to town and parish councils have found it positive to be able to advise members that it is possible for their councils to do more things, where this is aligned to council and community priorities and at reasonable cost. Even when not used to support new services or innovation, it has saved time and resources in searching for more specific powers.



**Parish councils** – ensuring continuing youth service provision and improving community facilities

Adopting the GPC has given town and parish councils the confidence and power to take on additional services, including where principal authorities have had to reduce provision.

**Crewkerne Town Council** has taken over the running of youth clubs previously provided by Somerset County Council, to be offered through a purpose build sports and community centre.

**Sprowston Town Council** has acquired a former youth and community service building from Norfolk County Council which it is refurbishing to provide a multi-use community centre.

In both instances, the GPC gave councillors the power and confidence to act and the Town Clerks the assurance that they could recommend this course of action. These services were priorities for both councillors and the community. The GPC enabled Crewkerne to fund the youth service by avoiding the limitations on discretionary spend imposed by s137 of the Local Government Act 1972. Sprowston used other provisions in the Localism Act 2011 – the Community Right to Bid – to enable it to acquire the building from Norfolk County Council.

For more information and contact details please refer to the case study included in the Annex to this report available at: [www.local.gov.uk/localism-act](http://www.local.gov.uk/localism-act)

A further area that has been stimulated by the GPC is councils leading on energy switching schemes (although some councils have proceeded with such schemes without explicit reference to the GPC).

Taking advantage of the buying power presented by bringing together residents from within their area and others, councils have been able to secure better energy deals for domestic users. Working with specialist energy switching companies, this is helping households to limit the costs of a major element of family budgets in difficult times, whilst securing reputational benefits for the authorities.

Estimates from some of the councils participating suggest savings of over £150 per household a year are possible.

One such scheme involves 12 councils from across the country, including Hertfordshire County Council and South Holland District council, which both cited GPC in support of the scheme. Over 8,500 households have participated in this particular switching initiative.

## Regeneration and supporting the local economy in difficult times

A number of councils are finding the GPC helpful in building greater economic growth and resilience in their local communities, providing both a legal power on which to act and / or giving greater confidence to work in new and innovative ways.

### Newark and Sherwood – thinking ‘BIG’ to help local businesses grow

For Newark and Sherwood District Council, the existence of the GPC gave a further stimulus for innovation and encouragement to think about doing new and different things.

The district is a growing community, with 14,000 new homes planned. It has many smaller businesses, which the council wants to help realise their growth potential. Consultation with local businesses and other stakeholders identified the availability of finance as a key challenge. The council therefore established a £2 million fund, financed by the New Homes Bonus. Called ‘Think BIG’ (Business Investment in Growth), the fund aims to provide loan finance to local businesses with growth potential, where they have not been able to secure the funding elsewhere such as from the banks. Acting on the advice of an independent panel of experts, following 20 applications, four loans have been made to date worth £285,000 in total. The average turnover of businesses supported is £672,500. These loans have safeguarded 40 jobs and there is the potential to create 43 new jobs.

Hertfordshire County Council has used the GPC to provide the basis for its participation in the Local Authority Mortgage Scheme (LAMS), working in partnership with most of the district councils in the county, Lloyds TSB and the Leeds Building Society.



The scheme is intended to support the local housing market and economy through help to first time buyers and key workers in particular. The scheme indemnifies lenders and enables buyers to access the terms of a 75 per cent mortgage with only a 5 per cent deposit, the balance of the funding coming from the indemnity scheme. The indemnity lasts for five years (the period of greatest risk) during which time the council earns interest on the amount of the indemnity.

The funding plus interest accrued is then returned to the council. Including £12 million from the county council, councils in Hertfordshire have made available £16.5 million in funding to the scheme. Begun in East Hertfordshire in March 2012, the scheme aims to help over 500 first time buyers into the housing market. Other councils reported that they had used the GPC as the basis of loans or grants to local employers to help secure jobs and support the wider local economy.

## Delivering greater value for money

The GPC saves time on searching for more specific powers – making it easier for lawyers to say ‘yes’ given the existence of the GPC as a power of first resort. More importantly, it frees up time to think about should we do this, how best do we do it and how do we manage the risks – rather than expending time and effort on determining do we have the power to do this. However, councils still need to check that pre- and post-commencement limitations do not apply and adhere to established public law principles in decision making.

Several councils cited the broader definition of the General Power compared to the previous wellbeing powers (where it was necessary to identify a specific link to the economic, environmental or social wellbeing of the area) as providing a more secure legal basis for entering shared services or similar arrangements. It had reduced the uncertainty arising from previous litigation in this area, such as the LAML case. It is also important that the GPC gives private sector and other potential partners greater confidence in the validity of contractual and other relationships, reducing the risk that they will be declared void by the courts and supporting longer term partnerships.

Many councils stress that the GPC is a simpler power than those previously intended to help councils promote general wellbeing. The wellbeing powers in the Local Government Act 2000 required councils to demonstrate a link to the economic, environmental or social wellbeing of the area. The courts took a restrictive interpretation of this and ruled that it did not provide a basis for mutual and similar arrangements intended to reduce councils costs – such as the LAML case.

The GPC is much simpler than the earlier powers under s137 of the Local Government Act 1972, which covered activities ‘incidental to their functions’. This stated that ‘councils may incur expenditure which, in their opinion, is in the interests of and will bring direct benefit to, their area or any part of it or all or some of its inhabitants’. Moreover, such expenditure ‘had to be commensurate to the benefit arising’. For town and parish councils, there was a maximum amount for such spending which does not apply to the GPC<sup>5</sup>.

<sup>5</sup> Set by DCLG at £6.80 per registered elector for 2012/13 in accordance with the provisions of the Local Government Act 1972

## Further innovative and other uses of the GPC

The GPC has the potential to counteract bureaucratic inertia and what can be the instinctive caution of local government in some cases, but it needs an entrepreneurial mindset to be given full effect. Some members see it as a tool to challenge officers' caution – this puts a responsibility on political leadership to make sure that councils take advantage of the GPC, alongside respect for the statutory officers' responsibilities to ensure sound, lawful decision making.

The Royal Borough of Windsor and Maidenhead has established a Challenge Prize, endorsed by its Big Society Panel in September 2012, to promote innovative solutions by members of the community to problems identified by local residents.

A total of £20,000 has been allocated to support the challenge prize process. One council had used the GPC as the basis for supporting a successful legal challenge to the proposed closure of the Leeds Children's Heart Surgery Unit, which is outside that authority's own area.



### Stoke City – sustainable energy and regeneration

Stoke on Trent City Council is using the GPC to provide the legal basis for the development of a range of initiatives to take forward the green energy agenda through a council owned holding company and to promote regeneration.

It sees access to sustainable energy at predictable prices as a powerful factor in attracting and sustaining employment including the development of a new central business district. The GPC gives greater confidence to both the council and potential partners from the private sector and elsewhere when entering into long term agreements. The council has provided a loan facility to help The Princes' Regeneration Trust access other sources of finance to restore the Middleport Pottery as part of a regeneration project.

For more information and contact details please refer to the case study included in the Annex to this report available at: [www.local.gov.uk/localism-act](http://www.local.gov.uk/localism-act)

In April 2013, Birmingham City Council adopted a Living Wage for Birmingham policy, which extended the living wage to contractors to the council in support of the wellbeing of citizens, productivity and the wider city economy. The report to the city council's Cabinet included reference to the GPC as an enabling power for such action, although in this instance the Public Services (Social Value) Act 2012 was also important as this addressed what would have been 'pre-commencement limitations' on the GPC arising from the exclusion of non-commercial matters under the Local Government Act 1988.

### **Breckland and South Holland – increasing scope to apply the GPC**

Breckland has recently used it (in conjunction with other legislation such as the Local Government Act 2003) to provide the legal justification for a scheme to charge for the provision of new and replacement wheeled bins. Both councils see scope for further use of the power.

Breckland and South Holland District Councils have a shared management team and see increasing scope to apply the GPC. Breckland's policy to charge for the provision of new and replacement wheeled bins is intended to both help recover the costs of the service and to promote further re-cycling. They needed to design the scheme so that the council retained ownership of the bins to best manage the waste management stream whilst still securing users agreement to a discretionary service.

Both councils have participated in energy switching schemes. There will be increasing scope to apply the GPC as the councils develop radical transformation plans in response to the challenging financial environment and both will continue to foster the entrepreneurial approach from members and officers that this will require. For more information and contact details please refer to the case study included in the Annex to this report available at: [www.local.gov.uk/localism-act](http://www.local.gov.uk/localism-act)

These examples from both Birmingham and Breckland illustrate the important observation from a number of councils that the GPC is not used in isolation – it is often used in conjunction with other powers to achieve wider policy objectives, including other provisions in the Localism Act 2011.

A number of councils referred to the GPC as the basis for making grants to voluntary and other organisations and other instances where it was used in place of the previous wellbeing powers.

### **Building on existing innovation**

Local government has a track record of innovation, which pre-dates the introduction of the General Power of Competence. A significant proportion of councils interviewed, which had implemented new and innovative ways of doing things, cited this as the reason for not having used the GPC in their decision making processes. Essex County Council, for example, provided a local authority banking service and supported post offices and provided library services to another authority prior to the Localism Act.

Similarly, Woking Borough Council had used the wellbeing powers under the Local Government Act 2000 and earlier powers to establish the Thamesway Group of holding companies to take forward a range of green energy and sustainable and development projects on behalf of the borough.

Councils that had not used the GPC stressed the importance of the right mindset in being innovative – a willingness to 'think outside of the box'. Taking managed risks and an entrepreneurial approach are more important than the existence or otherwise of a particular power to do something. In other words, organisational culture is key. If you want to do something, the business case is in place and it aligns with the council's priorities and those of the community, you can usually find a legal power to do it.

Notwithstanding this, all councils interviewed welcomed the introduction of the GPC through the Localism Act 2011 and most envisaged they would use the power in future. Many described the GPC as a symbolic 'can do' power which confirms that councils can do just about anything they wish to do – provided it is not illegal and is the right thing to do for their communities. This had been factored into their thinking, without necessarily citing the GPC during decision making processes.

### **Richmond – how the GPC is encouraging further innovation**

The London Borough of Richmond provides an example of a council which has undertaken a number of innovative, community focussed projects, encouraged by the GPC as a 'can do' power which gives implicit permission to fresh thinking.

The GPC has enabled a shift in focus from 'can we do this?' to concentrate on 'should we do this and how best to realise our objectives?' which is a much more creative environment. Richmond wants to further encourage civic pride and citizen engagement. It has introduced a scheme to offer Civic Pride grants to individuals in addition to constituted groups and is making Empty Shop Grants for short term, community use of empty shops to both boost creativity and entrepreneurial activity and enliven high streets.

For more information and contact details please refer to the case study included in the Annex to this report available at: [www.local.gov.uk/localism-act](http://www.local.gov.uk/localism-act)

Existing legislation such as the Local Government Act 2003 has provided sufficient powers for several councils to have established local authority trading companies to provide adult social services in accordance with the personalisation agenda. Section 75 of the Health Act 2006 has provided sufficient flexibility to share funding and enable joint working between health and social care, where the will to work in close partnership exists, for example the establishment of Care Trust Plus in North East Lincolnshire.

A number of councils referred to the need to search for any pre-commencement limitations on the GPC when seeking to establish the legal basis for a proposed action. In such circumstances, when a more specific power exists, some councils preferred to cite this as a stronger basis for action. In one instance, where a transfer of land and planning powers from the Homes and Communities Agency (HCA) was sought by Milton Keynes Council, amendments to primary legislation were required and the GPC was clearly insufficient in this case.

Councils and key partner organisations are developing new delivery models with support from the Government, such as using Social Impact Bonds and mutual organisations which are not wholly reliant on the GPC.

It can be seen that some councils have already done things that others are now doing with the support of the GPC. If the power extends the willingness to innovate and the confidence to do so to more councils, and helps embed a culture of change across the sector, that will be no small thing.



## Scope for further use of the GPC

Notwithstanding the constraints identified above and the financial challenges which councils will continue to face, almost all councils contacted, whether using the General Power already or not, envisage using the power in future.

Beyond continuing current applications and use in place of the previous wellbeing powers, councils do see potential for new uses of the power. For example, to extend trading beyond an authority's own area and the use of social enterprise models – although this will require the constraints around permitted company models (and possibly state aid) to be thought through. They may well focus on gaps in the existing market or other aspects of market failure.

It may assist in further developing the cooperative council models under consideration in some areas, and in councils' efforts to reinvigorate economic growth. It could support efforts to engage citizens in taking on more civic and community responsibilities, with some limited assistance from councils.

Some councils are considering 'Innovation Plans' and transformation strategies to help meet the challenges of protecting key services and outcomes in times of increasing financial pressures. The GPC is seen as an important 'tool in the box' to help such innovation, although by its very nature the details of such use cannot be predicted at this time. However, it is likely to become more widely used as more councils recognise its potential.

## Constraints on the wider use of the GPC

While welcoming the GPC, a number of councils noted some constraints which had or could present barriers to its wider use. The main issues identified were:

- **The need to use company structures as specified in the Localism Act 2011** – when using the GPC as the basis for trading activities a limited number of company structures are permitted, namely companies limited by shares or guarantee or industrial or provident societies. Several councils and a Fire and Rescue Service have wished to extend their services using more modern community interest company structures – for example to achieve more community engagement or to develop governance structures further removed from the political arena for commercial reasons. They believe such structures would not meet the requirements of the Localism Act to exercise the GPC in this way, and hence have used different powers in order to proceed. A number of commentators argue that in the area of trading and commercial activities, the GPC has not moved much beyond what was already possible under the Local Government Act 2003. The National Association of Local Councils – NALC – does not agree that the Localism Act 2011 gives effect to DCLG's intention to extend the power to trade to town and parish councils. NALC recommends that town and parish councils wishing to pursue a trading activity seek independent legal advice.

- **Charging only permitted for a discretionary service and on a cost recovery basis** – the GPC can only be used as basis for charging for a discretionary service – ie not one which it is required to provide by statute or otherwise. The potential service user must be able to decline the service and so avoid the charge. The GPC is subject to a duty that, taking one year with another, charges do not exceed the costs of provision<sup>6</sup>. In other words, any charges should be set at a level which does not generate a profit or surplus, although it is recognised that more than one financial year may need to be taken into account.
- **Limitations on the use of state aid** – in terms of both undertaking trading activities and in supporting local business and employment in difficult economic times. Councils have realistic expectations that, due to wider policy considerations and EU rules, these limitations will remain in place. But it does mean that care is required to keep within these limits, which may have more bearing in regenerating deprived communities where more support is required to ‘de-risk’ development projects.
- **The need to check for pre- and post-commencement limitations** – this takes time and often leads to the identification of a more specific power which is used in place of the GPC anyway. Some councils suggested that there is a case to rationalise the large body of legislation affecting local government. Where common barriers are identified it may be appropriate for the Secretary of State to use his powers under s5 of the Localism Act 2011 to amend, repeal, revoke or disapply such provisions.
- **Does not enable the creation of byelaws or enforcement activity** – a number of people, including some elected members, had anticipated that the General Power would allow this. As enacted, the GPC does not permit this as it simply extends councils powers to do what individuals normally can do. Many councils have provided briefing sessions on the implications of the Localism Act 2011 for leading members and senior officers which have quickly clarified this misunderstanding. It is generally felt that those who need to know are familiar with the extent of the General Power and can advise elected members and other officers on how best to achieve the council’s agreed objectives.
- **The GPC has been introduced at a time of severe financial constraints** – councils’ attention had been focused on the need to manage major budget reductions and so where the GPC has been used it has often been to minimise the impact of spending cuts or support improved efficiency. More creative use of the GPC – to widen councils’ responsibilities – may be limited at this time because of local priorities, although developing economic resilience and growth emerges as a clear theme in its early use. Some councils found that other provisions of the Localism Act have attracted greater interest among elected members, officers and the wider public, such as the Community Right to Challenge and the Community Right to Bid for assets of community value and the associated asset register.

<sup>6</sup> Sec 3 (3) of the Localism Act 2011

# Making good use of the GPC – top tips

The experience of councils making use of the General Power suggests the following guidelines for its effective use:

- ✓ Be clear about what you want to achieve – and that this is aligned with the priorities of the council and local community. The GPC is not an end in itself, merely a means to an end.
- ✓ Develop and support an environment which promotes an innovative and entrepreneurial approach.
- ✓ Recognise the potential of the GPC as a lever to tackle excessive caution or fixed ways of doing things.
- ✓ Check for any pre-and post-commencement limitations (and consider modifying the approach where necessary).
- ✓ Where used as a basis for charging, ensure that charges are not being made for a statutory service, that the recipient agrees to receive the discretionary service and charges are on a cost recovery basis.
- ✓ Consider implications of different company structures and state aid provisions as appropriate.
- ✓ Parish Councils should ensure they meet the conditions for eligibility as set out in the Statutory Instrument, Parish councils (General Power of Competence) Prescribed Order 2012.





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# PAPER U

# PAPER V



## **Officer Report to the Full Council**

Report Author: Rachel Allbones

Report Date: 11 May 2023



**Gainsborough**  
TOWN COUNCIL

### 2023/24 Meeting schedule

#### Summary

This report will briefly summarise previous years meeting schedule and external recommendations received.

#### Background

Previous years schedules and current policy listed below.

Full Council - One meeting every calendar month (with the exception of August). The meeting will take place on the first Wednesday of each month at Marshalls Sports Ground at 7pm.

The Council Structure and Functions currently states: -

6.1 Finance and Strategy - One meeting every calendar month. The meeting will take place on the third Tuesday of every month at 7pm.

7.3 Personnel - One meeting every calendar month (with the exception of August). The meeting will take place on the second Wednesday of the month at 7pm.

8.4 Planning - One meeting every calendar month. The meeting will take place on the fourth Tuesday of every month at 7pm.

9.3 Property and Services - One meeting every calendar month (with the exception of August). The meeting will take place on the second Tuesday of every month at 7pm.

#### Organisational Review Recommendations

##### **5.4 Frequency of Meetings and Number of Committees**

*The Council has four standing Committees namely Finance & Strategy, Personnel, Planning and Property & Services. In addition, there is a Monthly Town Council meeting. It is noted that all four Committees meet 12 times per annum a total of 60 meetings per annum as a minimum as there have been extra-ordinary meetings also.*

*The time required (and therefore the use of tax-payers money) to services these meetings is significant and cannot be justified. On average to draft reports, agenda and carry out the physical organising of a meeting as well as the publicity will take anywhere between 2 and 6 hours of officer's time, to attend the meeting will take anywhere between 1.5 and 4 hours of officer's time, to draft minutes and "clear up" a meeting will take anywhere between 1.5 and 4 hours of officer's time. So, for one meeting the officers time utilised is anywhere between 5 and 14 hours per meeting. For 60 meetings this is a total of between 300 and 840 hours or anywhere between 8.1 weeks work or 22.7 weeks work. This of course is presuming that only one officer attends the meeting, which is not always the case where more than one attends the meeting an additional 1.5 to 4 hours for the extra officer per meeting. On average allowing for two officers three times per month at meetings this equates to between 54 hours and 144 hours, or 1.5 and 3.9 weeks work time. Accordingly in total the average number of hours expended by the Council on servicing various meetings is between 9.7 weeks and 22.7 weeks*



work. The financial cost is of course therefore substantial, especially taking into account that the officers attending meetings are those on the highest hourly rate.

The purpose of meetings is to make decisions on policy for the Council, this can be as simple as a response to a planning application to adopting a strategic plan. For the size of Gainsborough Town Council, the number of meetings being held is excessive. The main reason for this is the lack of clear Strategic Plan and service policies and consequential delegated authority for officers to deliver services as they are employed to do. The various meetings are dealing with operational matters and matters that officers should be empowered to do without redress to meetings. This sort of empowerment motivates staff and retains good quality staff. It is no surprise that some staff have left citing lack of ability to get and do the job as a reason for departure.

As a comparator Seaford Town Council which has a budget of almost £3 million and over 30 employees but only has one committee covering all services which meets four times per annum, a Finance and General Purposes Committee which meets four times per annum and a Town Council meeting which meets 21 seven times per annum. The planning Committee as with Gainsborough meets 12 times per annum to enable responses to be submitted to the Planning Authority in good time. By having clear policies, scheme of delegation and strategic Plan officers can deliver far more than they would otherwise. For example, the Council has developed into the highest commercial income generating Council in the Country, approximately £1.7 million per annum.

It is accepted that to enable Gainsborough Town Council to secure timely representations on planning applications that 12 Planning Committee meetings per annum are needed. However, beyond that there is only the need for 4 Finance and Strategy meetings, 4 Property and Services and once HR matters are resolved 2 Personnel Meetings per annum. In addition, 7 Town Council meetings, including the Annual Meeting, should suffice. This can be achieved by having clear service policies, increased delegation, and robust communication. The total hours utilised by the new system would reduce the administration dedicated to serving meetings by approximately 50% a saving of between be approximately 5 to 11 weeks of work which could instead be dedicated towards supporting the delivery of services by the Town Council to the public.

Recommendation 13 - That the number of scheduled meetings is reduced to save on administrative costs and improve the effectiveness of the Council.

### 3.5 Ancillary Report

The number of meetings as highlighted in the original report is far too excessive. Meetings do not deliver services, the whole point of having a Council. The more meetings a Council has the fewer services it delivers; this is especially the case in Town and Parish Councils where the staff resource is finite. Currently the Council has in excess of 60 meetings per annum.

The approximate number of meetings currently and the appropriate levels are shown below:

MEETING	Number of meetings 2021-22 municipal year	Efficient number
Annual Council meeting	1	1
Full Council	15	6
Planning Committee	12	12
Finance and Strategy Committee	14	4
Property Services Committee	12	4
Personnel Committee	11	2
TOTAL	65	29

3.6 By reducing the number of meetings from last years 65 to a more appropriate 29, between 550 and 750 hours of officers' time per annum will be saved to deliver services or approximately 15 to 20 weeks work for no additional cost to 4 the Council. The current financial values of this time spent preparing attending and tidying up superfluous meetings is significant.

The common concern to this change is that the meetings are needed for the Council to function. It is no coincidence that the higher performing Councils in terms of quality service delivery have far fewer meetings than Gainsborough, similar to those proposed above. Issues are overcome by Council meetings doing as they should and devise policy and not manage operations, that is the remit of Officers. Officers need to have the appropriate delegated powers such as being able to spend a budget without redress to Councillors or committees so long as within budget. The current practices of Councillors "approving payments" are illegal in any event. Also, that a sound performance management system is put in place and monthly informal meeting for one hour per month is put in place to enable the Town Clerk to report back to the Council Chairman (A Chairmans Group Meeting) on progress against objectives.

Having a streamlined system in place will ensure that reports when presented are fully researched (due to the extra time to do so) and detailed thus enabling Councillors to make decisions at the first time of asking rather than matters being deferred or put off as is often the case now. Perpetuating the waste of officer's time and therefore taxpayers money.

Recommendation 3 of the Ancillary Report - That the number of meetings is reduced to a total of approximately 29 per annum and the Town Clerk is authorised to devise a meeting schedule for 2023/24 accordingly.

## Recommendation

1) That Council complete the below table to produce a meeting schedule for 2023/24: -

Meeting	Frequency	Day	Week of the month	Start time
Full Council	Monthly (with the exception of August)	Wednesday	First Wednesday	
Planning	Monthly			
Property & Services				
Finance & Strategy				
Personnel				

2) Approve amendments to Structure and Functions if necessary.

# PAPER W