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MEETING REPORT: Meeting Dates 2023/24

DATE: 15/05/23

WRITTEN BY: The Clerk

AGENDA ITEM: 8

The proposed meeting dates for 2023/24 are as follows all starting at 7pm:

Monday 12 June 2023

Monday 10 July 2023

Monday 14 August 2023 (If needed)

Monday 11 September 2023

Monday 9 October 2023

Monday 13 November 2023

Monday 11 December 2023

Monday 8 January 2024

Monday 12 February 2024

Monday 11 March 2024

Monday 8 April 2024

COUNTY COUNCILLOR ROB HUMBY'S REPORT MAY 2023

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New County Council Cabinet Portfolios

Adult's Health and Care:

- Executive Lead Member, Cllr Liz Fairhurst; and
- Executive Member, Cllr Jan Warwick

Children's Services:

- Executive Lead Member, Cllr Edward Heron; and
- Executive Member, Cllr Steve Forster

Universal Services:

- Executive Lead Member, Cllr Nick Adams-King; and
- Executive Member, Cllr Russell Oppenheimer

Hampshire 2050 and Corporate Services

- Leader, Cllr Rob Humby; and
- Deputy Leader, Cllr Roz Chadd

HR, Performance, Communications and Inclusion and Diversity

- Executive Member, Cllr Kirsty North

Hampshire counts down to Coronation celebrations

Hampshire residents are being encouraged to share their coronation memories with Hampshire County Council's Archives service so future generations can look back and see how historic royal occasions were celebrated across the county

[Hampshire counts down to Coronation celebrations | Hampshire County Council \(hants.gov.uk\)](https://www.hants.gov.uk/news/hampshire-counts-down-to-coronation-celebrations)

Out in the fresh air. Be tick aware!

Many of us are enjoying the sunshine and fresh air, Hampshire County Council is urging everyone to be 'tick aware' when spending time outdoors, whether in urban and rural parks and gardens, or open countryside

[Out in the fresh air this Easter? Be tick aware! | Hampshire County Council \(hants.gov.uk\)](https://www.hants.gov.uk/news/out-in-the-fresh-air-this-easter-be-tick-aware)

Primary school place offers confirmed by Hampshire County Council

Parents in Hampshire who applied on time for a school place for children starting school in September 2023 – either Reception Year or in Year 3 in a junior school – were sent the outcome of their application by Hampshire County Council on 17 April 2023

[Primary school place offers confirmed by Hampshire County Council | Hampshire County Council \(hants.gov.uk\)](https://www.hants.gov.uk/news/primary-school-place-offers-confirmed)

Help with the Cost of Living

Support for your financial, physical and mental wellbeing

[Help with the cost of living | Hampshire County Council \(hants.gov.uk\)](https://www.hants.gov.uk/help-with-the-cost-of-living)

Services provided by Hampshire County Council include:

- [Education and Learning](#) including supporting Hampshire schools. (excluding privately run Academy Schools)
- [Services for children and families](#) including adoption and fostering, safeguarding, and support for young people.
- [Maintenance of Hampshire's roads](#) (except motorways and trunk roads which are the responsibility of National Highways), [licensing](#) for providers who need to work on the highway, and support for operators of [public transport](#).
- [Planning](#) applications for mineral extraction, waste management and public buildings.
- Provision of [social care and health](#) in Hampshire.
- The [Hampshire Library Service](#).
- The [Countryside Service](#), looking after [rights of way](#), and many of the county's [important green spaces](#)
- [Household Waste Recycling Centres](#) where residents can dispose of unwanted items. (District, borough or city councils manage kerbside household waste collections)
- [Trading Standards](#), ensuring fair trading in Hampshire, by supporting the county's businesses and protecting Hampshire consumers.

District, borough and city councils

District, borough and city councils provide services such as:

- Household waste collection
- Domestic planning applications
- Council Tax collection
- Housing

[Find your local district or borough council](#)

Parish, community and town councils

These councils operate at a level below district and borough councils and in some cases, unitary authorities.

They are elected and can help on a number of local issues, like providing:

- allotments
- public clocks
- bus shelters
- community centres
- play areas and play equipment
- grants to help local organisations
- consultation on neighbourhood planning

Winchester City Councillor report May 2023

Election results

Following the local elections on Thursday 4 May, the political makeup of Winchester City Council stands at:

- 30 seats for the Liberal Democrat Party
- 12 seats for the Conservative Party
- 2 seats for the Green Party
- 1 seat for Independent

The Liberal Democrats have increased their number of seats by 2, the Conservatives have lost 2 and the Greens have gained another seat compared to the last political year.

The results in our ward, the Upper Meon Valley were as follows:

- HODGKINSON Cameron, Labour Party 50
- HURLOCK Astrea, The Conservative Party Candidate 922
- PERRY Polly Carol, Green Party 352
- PETT Jerry, Liberal Democrats 932 (E)

Average speed cameras

I am pleased to report that the average speed cameras are now in place on the A272 and A32 as many of you will be aware. Time will tell if this improves the speeding particularly of bikes and the noise associated with this or pushes it to areas outside the camera zones. It is my understanding that the Police and Crime Commissioner still intends to trial the acoustic cameras but as yet, I have no further information as to when that will likely be.

Broadband update

As many of you know, I have campaigned hard with our MP, Flick Drummond, to bring full fibre broadband to as much of our ward as possible and in particular to highlight those areas on the edge of developments in danger of being left behind. I was particularly delighted to finally get confirmation that BD UK had released the broadband vouchers for North End Cheriton and that this area on the edge of the main Cheriton/Kilmeston scheme will not be left behind. It is also my understanding from Flick, that BD UK will be imminently progressing the, long awaited, procurement process for other areas, such as Woodlands, which were paused last year. I will continue to do what I can to ensure a speedy rollout of full fibre broadband to the rest of our ward still in need of better connectivity.

Councillor Neil Bolton, Upper Meon Valley ward
Nbolton@winchester.gov.uk



the **play** inspection company

Annual Inspection

Winchester City Council

Hilly Close PA (Owslebury PC)

Hilly Close, Owslebury, Winchester,



API Associate



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Inspection Scope for RPII Inspection Methodology

This document outlines the RPII scope for inspections undertaken by the Inspectors listed as Annual Inspectors on the RPII Register of Inspectors when undertaking Indoor Annual, Outdoor Annual, Outdoor Operational and Outdoor Routine inspections.

Inspections are undertaken with reference to the standards listed in this preamble only; where no date for the standard is given it will be the standard that is current at the time of inspection except where overlap periods are granted by the standards committee when standards are updated. The information contained in reports is provided to assist the owner/operator in fulfilling their responsibilities as detailed in the relevant standard. Other standards referenced within the listed standards do not form part of the inspection, unless they are also explicitly listed here.

The following standards are relevant to all installations of equipment that are publicly accessible to users; this includes public parks, pay and play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks etc. All equipment used or employed in publicly accessible areas should meet with the requirements of the relevant standards (listed below):

BS EN 1176 Parts 1, 2, 3, 4, 5, 6, 10 & 11 Playground equipment intended for permanent installation outdoors & indoors.

BS EN 1176 Part 7 - 'Guidance on Installation, Inspection, Maintenance and Operation' (this document gives guidance to the owners/operators of the facility on the installation, inspection, maintenance and operation of playground equipment, excluding ancillary items).

In the United Kingdom the National Foreword forms an important part to the understanding and implementation of the recommendations set out in this document. It clarifies the application of the document within the UK as best practice guidance, as the document has been used since its initial publication. Therefore, in the UK this standard (BS EN 1176 – Part 7) contains no requirements and needs to be read and implemented as guidance, with the use of the term 'shall' therefore becoming a recommendation, as in the term 'should'.

Domestic play equipment falls outside of the scope of BS EN 1176 and has its own standards (BS EN 71 series – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report but any comments concerning compliance will follow the requirements and recommendations of BS EN 1176.

When water play items, including spray parks, are inspected any comments concerning compliance within the inspection will refer to BS EN 1176. We have not assessed these against the requirements of BS EN 17232 (Water play equipment and features).

Other equipment that is not clearly identified as unsupervised or domestic (natural play, self-build equipment etc.) will be assessed for compliance with the relevant standard listed below:

BS EN 15312 Free access multi-sports equipment
BS EN 14974 Skateparks
BS EN 16630 Permanently installed outdoor fitness equipment
BS EN 16899 Parkour equipment (plus RPII/API guidance notes)

Annual and Post Installation inspections will take into consideration compliance with these current standards, and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area (that area which is obviously part of the playground), nominally up to three metres around, the fence line if closer, or other areas as agreed.

Operational inspections only take into consideration defects related to cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts) structural integrity, wear and vandalism.

Routine visual inspections relate only to the most obvious defects such as broken or missing parts, litter, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

All inspections are non-dismantling, non-destructive and do not include any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all reasonably accessible equipment and will assess all reasonably accessible parts above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment.

Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document. (Note: Ancillary items are not included in the specific equipment-type parts of the EN 1176 series; hence they are not assessed for compliance with EN 1176 series and are subject to a general safety assessment).

The owner/operator is responsible for the overall safety of the equipment and area.

The inspector will not undertake any of the following works unless specifically agreed in writing at the time of order:

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of the impact attenuating properties of any surfaces; the identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection; the inspection of any equipment (or part thereof) that is beneath the playing surface (loose-fill materials may be moved to expose foundations); tightening any bolts, hinges or other fixing devices on any apparatus or equipment; assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment; assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming); where planting or trees are mentioned in the report no assessments of toxicity, suitability or condition are undertaken – the owner/operator should have suitable inspections provided by a competent person.

The owner/operator should have a 'design risk assessment' provided by the manufacturer/designer of the area for the equipment and location in which the facility is installed.

The operator is responsible for managing risks of their provision and is required by law to carry out a 'suitable and sufficient assessment' of the risks associated with a site or activity. This inspection shall be considered as contributing to the operator's discharge of this responsibility.

The details contained within the report are a snapshot of the condition at the time of inspection only and subsequent events may affect the condition of the facility. Suggested remedial actions are based on the knowledge and experience of the inspector and/or that of the inspection company. The owner/operator should always seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

A full copy of the Play Inspection Company Ltd. Terms & Conditions is available on our website (www.playinspections.co.uk)

The operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facilities. The inspection guidance is listed in Table 1, with an indication of which parts will be included in an RPII Annual or Post-Installation Inspection. The relevant standards also contain additional parts which the operator should follow.

Inspection recommendations of relevant standards Refer to relevant standards for full text	Annual Main	RPII Annual/ Post Installation Inspection
6.1 d) Overall levels of safety of equipment (see note 1)	✓	✓ [1]
6.1 d) Overall levels of safety of foundations (see note 1)	✓	✓ [1]
6.1 d) Overall levels of safety of playing surfaces (see note 2)	✓	✓ [2]
6.1 d) Compliance with the relevant parts of the standard and or risk assessment (see note 3)	✓	✓ [3]
6.1 d) Effects of weather	✓	✓
6.1 d) Presence of rot, decay or corrosion (see note 1)	✓	✓ [1]
6.1 d) Assessment of repairs made or added or replaced components (see note 4)	✓	✓ [4]
6.1 d) Excavation or dismantling/additional measures	✓	✗
6.2.1 Assessment of glass reinforced plastics (see note 5)	✓	✓ [5]
6.2.1 Inspection of one post equipment (see note 1)	✓	✓ [1]
6.2.4 Undertaking the Operators inspection protocol	✓	✗

NB: The clause numbers in table 1 are taken from BS EN 1176 - Part 7:2020. The content is equally applicable to all other relevant standards listed herein. Playgrounds contain a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator's overall Annual Main Inspection as detailed in the relevant standards.

[1] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested or with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment.

[2] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on RPII annual inspections.

[3] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment.

[4] The operator should use manufacturer's recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance.

[5] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.

Risk Assessment Matrix

			Scores in the report are multiplication factors of Likelihood x Severity					
			Severity>>					
Likelihood	Very High probability, if the situation is not addressed an accident is almost certain.	5	Very High	VL (5)	L (10)	M (15)	H (20)	VH (25)
	High probability an accident is probable without any added factor.	4	High	VL (4)	L (8)	M (12)	H (16)	H (20)
	Moderate probability an incident is foreseeable.	3	Moderate	VL (3)	L (6)	L (9)	M (12)	M (15)
	Some probability, requires a combination of factors to take place.	2	Low	VL (2)	VL (4)	L (6)	L (8)	L (10)
	No significant probability; lightning strike, freak accident.	1	Very Low	VL (1)	VL (2)	VL (3)	VL (4)	VL (5)
			Very Low	Low	Moderate	High	Very High	
			1	2	3	4	5	
			No injury likely e.g. damaged or soiled clothing, minor bruising, grazes	Minor injury, laceration or bruising requiring first aid only	Injury requiring medical intervention e.g. cuts requiring stitches	Serious injury including concussions or fracture of long bones	Severe injury involving a potential life changing injury or fatality	
			Severity>>					
<p>Note 1: The total risk scores included within our reports are a multiplication factor of the calculated Likelihood and Severity of each finding. Both Likelihood and Severity are given a number between 1 - 5 as shown on the matrix above and these two numbers are then multiplied together to give the total risk score that is shown against defects on the report. Total risk scores can be divided in both directions, i.e. a total risk score of 12 could be a Likelihood (3) x Severity (4) or Likelihood (4) x Severity (3).</p> <p>Note 2: When we inspect we only see a snapshot of the current condition of the equipment. It is the operators responsibility to ensure that there is a continuing level of maintenance to keep the equipment in good working order and the site fit for use.</p>								

Equipment has been assessed to the following standards where relevant:

- BS EN 1176 Parts 1-11 (Playground equipment and surfacing)
- BS EN 14974 (Facilities for users of roller sports equipment)
- BS EN 15312 (Free access multi-sports equipment)
- BS EN 16899 (Parkour Equipment)
- BS EN 16630 (Outdoor Fitness Equipment).



Hilly Close PA (Owslebury PC)

Inspection Ref: 1991432

Site Ref: 33703

Inspected: 2-March-2023 - 08:33 by Dom Park

Risk Assessment: 10 Low Risk



Location:

The site is partially overlooked by properties in the local community

Disabled Access:

Generally accessible; an area accessible to most.

i 6 - Low Risk

Item: Site General
Manufacturer: Owner/Operator
Surface Type: N/A
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A

Total Findings: 1



Finding 1

There is litter/debris in the area - Remove litter/debris from the area and maintain

i 5 - Very Low Risk

Item: Sign
Manufacturer: Owner/Operator
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A

Total Findings: 1



Finding 1

BS EN 1176 Part 7 recommends that signage shall include emergency contact details and contact details of owner / operator for reporting maintenance issues - Provide additional information



i 4 - Very Low Risk

Item: Gate - Self Closing
Manufacturer: I.A.E. Fencing
Surface Type: Paving Slabs
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

This item is satisfactory - no work required -

i 4 - Very Low Risk

Item: Gate - Maintenance
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

This item is satisfactory - no work required -

i 6 - Low Risk

Item: Fence - Chainlink
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 2

Finding 1

The adjacent foliage is overhanging - Cut back and maintain

Finding 2

There is surface corrosion present on the item - Consider treating the item

i 6 - Low Risk

Item: Bench
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting - Treat any rusting components and repaint

i 3 - Very Low Risk

Item: Litter Bin
Manufacturer: Not Identified
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

This item is satisfactory - no work required -

i 6 - Low Risk

Item: Swing Barrier
Manufacturer: Playdale Playgrounds Ltd
Surface Type: Grass
Item Quantity: 1
Equipment Compliance: N/A
Surface Area Compliance: N/A



Total Findings: 1

Finding 1

There is some evidence of rot in the timber - Monitor for any further deterioration and replace as required

i 8 - Low Risk

Item: Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd
Surface Type: Grass Matrix Tiles
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 8



Finding 1

The grass mats are silted up and the soil is compacted; this may have an effect on the impact absorbing properties of the surface - Consider HIC testing impact absorbing properties to ensure the correct surface qualities are maintained for the equipment and replace as required

Finding 2

There are gaps opening between the grass mat tiles - Provide additional ties or secure / reinstate surface

Finding 3

Fixing Pins have been installed in the impact areas of the grass mats - Remove pins from impact areas

Finding 4

The protective rubber joint cover is missing - Replace

Finding 5

We do not recommend the use of bird spikes - Remove and replace with upturned cable ties

Finding 6

There is/are several inserts missing - Replace missing inserts

Finding 7

A number of fixing(s) have worked loose (hand-tightened on-site) - Secure all loose fixings

Finding 8

There is some notable evidence of chain wear - Monitor for any further deterioration and replace when 40% worn

i 8 - Low Risk

Item: 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds
Surface Type: Wet Pour
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 4



Finding 1

There is some tree debris on the surfacing - Remove and maintain

Finding 2

The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting - Treat any rusting components and repaint

Finding 3

There is some notable evidence of chain wear - Monitor for any further deterioration and replace when 40% worn

Finding 4

The bushes are worn or missing - Replace worn or missing bushes

i 10 - Low Risk

Item: Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd
Surface Type: Grass Matrix Tiles
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: 5 -10 Years
Total Findings: 4



Finding 1

There is some evidence of rot in the timber - Monitor for any further deterioration and replace as required

Finding 2

There are areas or parts of the timber on the structure that have rotted - Replace all affected timbers

Finding 3

There is some strimmer / machinery damage apparent on the posts, this can penetrate the preservative applied to the timber and accelerate the rotting process - Monitor for any deterioration (rot) and replace as required

Finding 4

The item has missing component (net anchor cover) - Replace missing components

i 6 - Low Risk

Item: Spring See-Saw
Manufacturer: Kompan Ltd
Surface Type: Grass Matrix Tiles
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 1



Finding 1

The Handgrips/Footrests rotate and may cause an unexpected movement for the user - Secure Handgrips/Footrests to prevent rotation.

i 10 - Low Risk

Item: Roundabout
Manufacturer: Wicksteed Playgrounds
Surface Type: Wet Pour
Item Quantity: 1
Equipment Compliance: No
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 4



Finding 1

There is or are fixings missing on the item - Replace all missing fixings

Finding 2

There is/are finger entrapment/s in the seat and the item fails to meet the requirements of BS EN 1176 Part 1 4.2.7.6 Entrapment of fingers - Replace missing fixings to remove entrapments

Finding 3

The bearing is worn / damaged and the item is not operating correctly - Repair / replace

Finding 4

There is some tree debris on the surfacing - Remove and maintain

i 8 - Low Risk

Item: Multi Play (Junior)
Manufacturer: Husson UK
Surface Type: Grass Matrix Tiles
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 3



Finding 1

There is or are fixings missing on the item - Replace all missing fixings

Finding 2

The paint is flaking off the metalwork - Rub down and re-paint

Finding 3

There are a number of scuffs in the slide surface - Monitor for any further deterioration and repair as required

i 6 - Low Risk

Item: Multi Play (Junior)
Manufacturer: Proludic
Surface Type: Grass Matrix Tiles
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: Yes
Life Expectancy: >10 Years
Total Findings: 3



Finding 1

A number of fixing(s) have worked loose - Secure all loose fixings

Finding 2

The bearing on the unit is dry - Service and lubricate the bearing(s)

Finding 3

There is some notable evidence of chain wear - Monitor for any further deterioration and replace when 40% worn



i 6 - Low Risk

Item: Basketball Post
Manufacturer: Sure Shot
Surface Type: Bitmac
Item Quantity: 1
Equipment Compliance: Yes
Surface Area Compliance: N/A
Life Expectancy: 5 -10 Years
Total Findings: 1



Finding 1

The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting - Treat any rusting components and repaint

Findings information

6 - Low Risk (Finding 1)

Item: Ancillary Items - Site General
Manufacturer: Owner/Operator

Risk Level: L - Low Risk
Surface: N/A



Finding: There is litter/debris in the area

Action: Remove litter/debris from the area and maintain

5 - Very Low Risk (Finding 1)

Item: Ancillary Items - Sign
Manufacturer: Owner/Operator

Risk Level: V - Very Low Risk
Surface: Grass



Finding: BS EN 1176 Part 7 recommends that signage shall include emergency contact details and contact details of owner / operator for reporting maintenance issues
Action: Provide additional information

6 - Low Risk (Finding 1)

Item: Fences - Fence - Chainlink
Manufacturer: Not Identified

Risk Level: L - Low Risk
Surface: Grass



Finding: The adjacent foliage is overhanging
Action: Cut back and maintain

i 6 - Low Risk (Finding 2)

Item: Fences - Fence - Chainlink
Manufacturer: Not Identified

Risk Level: L - Low Risk
Surface: Grass



Finding: There is surface corrosion present on the item

Action: Consider treating the item

i 6 - Low Risk (Finding 1)

Item: Ancillary Items - Bench
Manufacturer: Not Identified

Risk Level: L - Low Risk
Surface: Grass



Finding: The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting

Action: Treat any rusting components and repaint

i 6 - Low Risk (Finding 1)

Item: Swings - Swing Barrier
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass



Finding: There is some evidence of rot in the timber

Action: Monitor for any further deterioration and replace as required

i 8 - Low Risk (Finding 1)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The grass mats are silted up and the soil is compacted; this may have an effect on the impact absorbing properties of the surface

Action: Consider HIC testing impact absorbing properties to ensure the correct surface qualities are maintained for the equipment and replace as required

i 6 - Low Risk (Finding 2)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There are gaps opening between the grass mat tiles

Action: Provide additional ties or secure / reinstate surface

i 5 - Very Low Risk (Finding 3)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: V - Very Low Risk
Surface: Grass Matrix Tiles



Finding: Fixing Pins have been installed in the impact areas of the grass mats

Action: Remove pins from impact areas

i 8 - Low Risk (Finding 4)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The protective rubber joint cover is missing

Action: Replace

i 8 - Low Risk (Finding 5)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: We do not recommend the use of bird spikes

Action: Remove and replace with upturned cable ties

i 4 - Very Low Risk (Finding 6)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: V - Very Low Risk
Surface: Grass Matrix Tiles



Finding: There is/are several inserts missing

Action: Replace missing inserts

i 6 - Low Risk (Finding 7)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: A number of fixing(s) have worked loose (hand-tightened on-site)

Action: Secure all loose fixings

i 6 - Low Risk (Finding 8)

Item: Swings - Basket Swing - Type 1
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There is some notable evidence of chain wear

Action: Monitor for any further deterioration and replace when 40% worn

i 6 - Low Risk (Finding 1)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: There is some tree debris on the surfacing

Action: Remove and maintain

i 6 - Low Risk (Finding 2)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



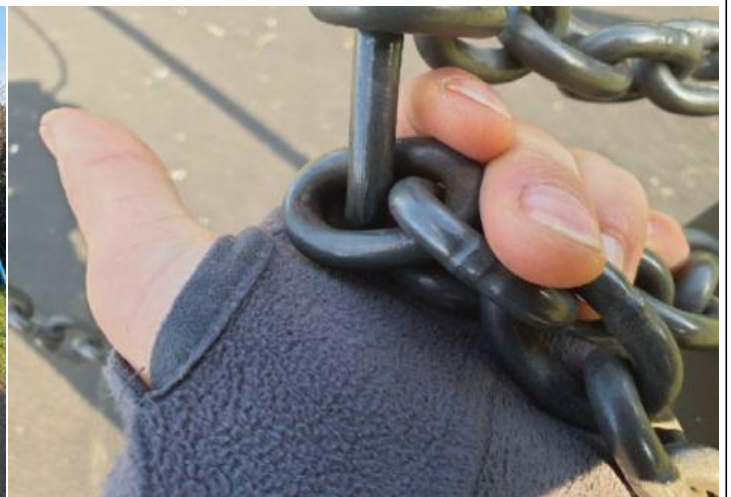
Finding: The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting

Action: Treat any rusting components and repaint

i 6 - Low Risk (Finding 3)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: There is some notable evidence of chain wear

Action: Monitor for any further deterioration and replace when 40% worn

i 8 - Low Risk (Finding 4)

Item: Swings - 2 Bay (2 Flat, 2 Cradle)
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: The bushes are worn or missing

Action: Replace worn or missing bushes

i 6 - Low Risk (Finding 1)

Item: Activity Equipment - Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There is some evidence of rot in the timber

Action: Monitor for any further deterioration and replace as required

i 10 - Low Risk (Finding 2)

Item: Activity Equipment - Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There are areas or parts of the timber on the structure that have rotted

Action: Replace all affected timbers

i 6 - Low Risk (Finding 3)

Item: Activity Equipment - Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There is some strimmer / machinery damage apparent on the posts, this can penetrate the preservative applied to the timber and accelerate the rotting process

Action: Monitor for any deterioration (rot) and replace as required

i 6 - Low Risk (Finding 4)

Item: Activity Equipment - Multi Play (Toddler)
Manufacturer: Playdale Playgrounds Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The item has missing component (net anchor cover)

Action: Replace missing components

i 6 - Low Risk (Finding 1)

Item: Rocking Equipment - Spring See-Saw
Manufacturer: Kompan Ltd

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The Handgrips/Footrests rotate and may cause an unexpected movement for the user
Action: Secure Handgrips/Footrests to prevent rotation.

i 8 - Low Risk (Finding 1)

Item: Rotor Play - Roundabout
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: There is or are fixings missing on the item
Action: Replace all missing fixings

i 5 - Very Low Risk (Finding 2)

Item: Rotor Play - Roundabout
Manufacturer: Wicksteed Playgrounds

Risk Level: V - Very Low Risk
Surface: Wet Pour



Finding: There is/are finger entrapment/s in the seat and the item fails to meet the requirements of BS EN 1176 Part 1 4.2.7.6 Entrapment of fingers
Action: Replace missing fixings to remove entrapments

i 10 - Low Risk (Finding 3)

Item: Rotor Play - Roundabout
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: The bearing is worn / damaged and the item is not operating correctly
Action: Repair / replace

i 8 - Low Risk (Finding 4)

Item: Rotor Play - Roundabout
Manufacturer: Wicksteed Playgrounds

Risk Level: L - Low Risk
Surface: Wet Pour



Finding: There is some tree debris on the surfacing

Action: Remove and maintain

i 8 - Low Risk (Finding 1)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There is or are fixings missing on the item

Action: Replace all missing fixings

i 6 - Low Risk (Finding 2)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The paint is flaking off the metalwork

Action: Rub down and re-paint

i 4 - Very Low Risk (Finding 3)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Husson UK

Risk Level: V - Very Low Risk
Surface: Grass Matrix Tiles



Finding: There are a number of scuffs in the slide surface

Action: Monitor for any further deterioration and repair as required

i 6 - Low Risk (Finding 1)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Proludic

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: A number of fixing(s) have worked loose

Action: Secure all loose fixings

i 6 - Low Risk (Finding 2)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Proludic

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: The bearing on the unit is dry

Action: Service and lubricate the bearing(s)

i 6 - Low Risk (Finding 3)

Item: Activity Equipment - Multi Play (Junior)
Manufacturer: Proludic

Risk Level: L - Low Risk
Surface: Grass Matrix Tiles



Finding: There is some notable evidence of chain wear

Action: Monitor for any further deterioration and replace when 40% worn

i 6 - Low Risk (Finding 1)

Item: Multi Use Games Area - Basketball Post
Manufacturer: Sure Shot

Risk Level: L - Low Risk
Surface: Bitmac



Finding: The paintwork on this item has been damaged or worn exposing the metal underneath which is rusting

Action: Treat any rusting components and repaint

Site ID	Site Name	Site Reference	Item Type	Item Name	Manufacturer	Surface	Qty	Date Installed	Life Expectancy
33703	Hilly Close PA (Owslebury PC)		Activity Equipment	Multi Play (Junior)	Husson UK	Grass Matrix Tiles	1		>10 Years
33703	Hilly Close PA (Owslebury PC)		Activity Equipment	Multi Play (Junior)	Proludic	Grass Matrix Tiles	1		>10 Years
33703	Hilly Close PA (Owslebury PC)		Activity Equipment	Multi Play (Toddler)	Playdale Playgrounds Ltd	Grass Matrix Tiles	1		5 -10 Years
33703	Hilly Close PA (Owslebury PC)		Ancillary Items	Bench	Not Identified	Grass	1		
33703	Hilly Close PA (Owslebury PC)		Ancillary Items	Litter Bin	Not Identified	Grass	1		
33703	Hilly Close PA (Owslebury PC)		Ancillary Items	Sign	Owner/Operator	Grass	1		
33703	Hilly Close PA (Owslebury PC)		Ancillary Items	Site General	Owner/Operator	N/A	1		
33703	Hilly Close PA (Owslebury PC)		Fences	Fence - Chainlink	Not Identified	Grass	1		
33703	Hilly Close PA (Owslebury PC)		Gates	Gate - Maintenance	Not Identified	Grass	1		
33703	Hilly Close PA (Owslebury PC)		Gates	Gate - Self Closing	I.A.E. Fencing	Paving Slabs	1		
33703	Hilly Close PA (Owslebury PC)		Multi Use Games Area	Basketball Post	Sure Shot	Bitmac	1		5 -10 Years
33703	Hilly Close PA (Owslebury PC)		Rocking Equipment	Spring See-Saw	Kompan Ltd	Grass Matrix Tiles	1		>10 Years
33703	Hilly Close PA (Owslebury PC)		Rotor Play	Roundabout	Wicksteed Playgrounds	Wet Pour	1		>10 Years
33703	Hilly Close PA (Owslebury PC)		Swings	2 Bay (2 Flat, 2 Cradle)	Wicksteed Playgrounds	Wet Pour	1		>10 Years
33703	Hilly Close PA (Owslebury PC)		Swings	Basket Swing - Type 1	Playdale Playgrounds Ltd	Grass Matrix Tiles	1		>10 Years
33703	Hilly Close PA (Owslebury PC)		Swings	Swing Barrier	Playdale Playgrounds Ltd	Grass	1		

Owslebury Parish Council
2023/24

PAYMENTS	Amount (£)	Payee	Payment Type
1	490.20	Hotline - Coronation Mugs	CC
2	20.47	IONOS - Extended Support	DD
3	16.00	3 Phone	DD
4	195.00	WCC (Dog Bin Emptying)	
5	301.14	HALC - Fees 2023/24	
6	2.40	IONOS - Basic Fee	DD
7	74.00	WCC (Playarea Insepction)	
8	1,041.28	Swamore (ACSO)	
9	438.40	Clerk Salary - Apr	
10	109.60	HMRC	
11	40.83	OPHMC - April	
12	24.98	Amazon - Stationary	CC
13	12.36	Amazon - Stationary	CC
14	15.98	Amazon - Stationary	CC
15	335.00	S Comley - Green Keeper	
16	260.00	Internal Auditor	

Voucher	Amount (£)	Payee	
RECEIPTS			
1	20,062.50	Precept	

Chairman:

Date:

RFO:

Date:

Bank and short term deposit balances/bank reconciliaton

1. BANK BALANCES

30/04/2023

CASH BOOK BALANCE		£	£
	Balances 1st April 2023		70,502.91
	income		20,062.50
	expenses		-3,377.64
	CASH BOOK BALANCE		87,187.77
	add u/p cheques		2,866.97
	less o/s receipts		0.00
	Control total		<u>90,054.74</u>
BANK STATEMENTS			
	Treasurers account	90,054.74	
	Business 30 Day notice	0.00	
	Business Instant access	0.00	
	Per bank statements		<u>90,054.74</u>
	Difference		<u>-0.00</u>

2. SHORT TERM DEPOSIT

3. TOTAL OF BANK AND SHORT TERM DEPOSITS

87,187.77



STANDING ORDERS

**Adopted by Council on 6 May 2021
Reviewed 14 November 2022
Reviewed 15 May 2023**



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Note: Standing Orders in bold contain statutory requirements.

Standing Orders in italic are only relevant to Owslebury Parish Council.



1. RULES OF DEBATE AT MEETINGS

- a Motions on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chairman of the meeting.
- b A motion (including an amendment) shall not be progressed unless it has been moved and seconded.
- c A motion on the agenda that is not moved by its proposer may be treated by the chairman of the meeting as withdrawn.
- d If a motion (including an amendment) has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- e An amendment is a proposal to remove or add words to a motion. It shall not negate the motion.
- f If an amendment to the original motion is carried, the original motion (as amended) becomes the substantive motion upon which further amendment(s) may be moved.
- g An amendment shall not be considered unless early verbal notice of it is given at the meeting and, if requested by the chairman of the meeting, is expressed in writing to the chairman.
- h A councillor may move an amendment to his own motion if agreed by the meeting. If a motion has already been seconded, the amendment shall be with the consent of the seconder and the meeting.
- i If there is more than one amendment to an original or substantive motion, the amendments shall be moved in the order directed by the chairman of the meeting.
- j Subject to standing order 1(k), only one amendment shall be moved and debated at a time, the order of which shall be directed by the chairman of the meeting.
- k One or more amendments may be discussed together if the chairman of the meeting considers this expedient but each amendment shall be voted upon separately.
- l A councillor may not move more than one amendment to an original or substantive motion.
- m The mover of an amendment has no right of reply at the end of debate on it.
- n Where a series of amendments to an original motion are carried, the mover of the original motion shall have a right of reply either at the end of debate on the first amendment or at the very end of debate on the final substantive motion immediately before it is put to the vote.



- o Unless permitted by the chairman of the meeting, a councillor may speak once in the debate on a motion except:
 - i. to speak on an amendment moved by another councillor;
 - ii. to move or speak on another amendment if the motion has been amended since he last spoke;
 - iii. to make a point of order;
 - iv. to give a personal explanation; or
 - v. to exercise a right of reply.
- p During the debate on a motion, a councillor may interrupt only on a point of order or a personal explanation and the councillor who was interrupted shall stop speaking. A councillor raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned by.
- q A point of order shall be decided by the chairman of the meeting and his decision shall be final.
- r When a motion is under debate, no other motion shall be moved except:
 - i. to amend the motion;
 - ii. to proceed to the next business;
 - iii. to adjourn the debate;
 - iv. to put the motion to a vote;
 - v. to ask a person to be no longer heard or to leave the meeting;
 - vi. to refer a motion to a committee or sub-committee for consideration;
 - vii. to exclude the public and press;
 - viii. to adjourn the meeting; or
 - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory or legal requirements.
- s Before an original or substantive motion is put to the vote, the chairman of the meeting shall be satisfied that the motion has been sufficiently debated and that the mover of the motion under debate has exercised or waived his right of reply.
- t Excluding motions moved under standing order 1(r), the contributions or speeches by a councillor shall relate only to the motion under discussion and shall not exceed 5 minutes without the consent of the chairman of the meeting.



2. DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chairman of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chairman of the meeting to moderate or improve their conduct, any councillor or the chairman of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chairman of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

3. MEETINGS GENERALLY

Full Council meetings	●
Committee meetings	●
Sub-committee meetings	●

- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.**
- b **The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- c **The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice**
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**
- e Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda.
- f The period of time designated for public participation at a meeting in accordance with standing order 3(e) shall not exceed 15 minutes unless



directed by the chairman of the meeting. *The Chairman will remind the members of the public that public participation will not exceed 15 minutes and a member of the public may not speak for more than 5 minutes, which will be timed. The Chairman will ask members of the public who wishes to speak, if more than 3 members of the public wish to speak is it at the Chairmans discretion to extend the time limits for speaking.*

- g Subject to standing order 3(f), a member of the public shall not speak for more than 5 minutes.
- h In accordance with standing order 3(e), a question shall not require a response at the meeting nor start a debate on the question. The chairman of the meeting may direct that a written or oral response be given.
- i
- j A person who speaks at a meeting shall direct his comments to the chairman of the meeting.
- k Only one person is permitted to speak at a time. If more than one person wants to speak, the chairman of the meeting shall direct the order of speaking.
- l **Subject to standing order 3(m), a person who attends a meeting is permitted to report on the meeting whilst the meeting is open to the public. To “report” means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
- m **A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
- n **The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
- o **Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the Council may in their absence be done by, to or before the Vice-Chairman of the Council.**
- p **The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- q **Subject to a meeting being quorate, all questions at a meeting shall be**



- decided by a majority of the councillors and non-councillors with voting rights present and voting.

- r The chairman of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise his casting vote whether or not he gave an original vote.

See standing orders 5(h) and (i) for the different rules that apply in the election of the Chairman of the Council at the annual meeting of the Council.

- s **Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his vote for or against that question.** Such a request shall be made before moving on to the next item of business on the agenda.

t The minutes of a meeting shall include an accurate record of the following:

- i. the time and place of the meeting;
- ii. the names of councillors who are present and the names of councillors who are absent;
- iii. interests that have been declared by councillors and non-councillors with voting rights;
- iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
- v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
- vi. if there was a public participation session; and
- vii. the resolutions made.

- u **A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his right to participate and vote on that matter.**

- v **No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**



- w **If a meeting is or becomes inquorate no business shall be transacted**
- and the meeting shall be closed. The business on the agenda for the meeting
- shall be adjourned to another meeting.

- x A meeting shall not exceed a period of 3 hours.

4. COMMITTEES AND SUB-COMMITTEES

- a **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**

- b **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.**

- c **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**

- d The Council may appoint standing committees or other committees as may be necessary, and:
 - i. shall determine their terms of reference;

 - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council;

 - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;

 - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;

 - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer 7 days before the meeting that they are unable to attend;

 - vi. shall, after it has appointed the members of a standing committee, appoint the chairman of the standing committee;

 - vii. shall permit a committee other than a standing committee, to appoint its own chairman at the first meeting of the committee;

 - viii. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;



- ix. shall determine if the public may participate at a meeting of a committee;
- x. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
- xi. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
- xii. may dissolve a committee or a sub-committee.

5. ORDINARY COUNCIL MEETINGS

- a **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e **The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman of the Council.**
- f **The Chairman of the Council, unless he has resigned or becomes disqualified, shall continue in office and preside at the annual meeting until his successor is elected at the next annual meeting of the Council.**
- g **The Vice-Chairman of the Council, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.**
- h **In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect of the election of the new Chairman of the Council but shall give a casting vote in the case of an equality of votes.**
- i **In an election year, if the current Chairman of the Council has been re-elected as a member of the Council, he shall preside at the annual meeting until a new Chairman of the Council has been elected. He may exercise an original vote in respect of the election of the new Chairman of**



the Council and shall give a casting vote in the case of an equality of votes.

- j Following the election of the Chairman of the Council and Vice-Chairman of the Council at the annual meeting, the business shall include:
- i. **In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chairman of the Council of his acceptance of office form unless the Council resolves for this to be done at a later date;**
 - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
 - iii. Receipt of the minutes of the last meeting of a committee;
 - iv. Consideration of the recommendations made by a committee;
 - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
 - vi. Review of the terms of reference for committees;
 - vii. Appointment of members to existing committees;
 - viii. Appointment of any new committees in accordance with standing order 4;
 - ix. Review and adoption of appropriate standing orders and financial regulations;
 - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.
 - xi. Review of representation on or work with external bodies and arrangements for reporting back;
 - xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
 - xiii. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
 - xiv. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.



6. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES

- a **The Chairman of the Council may convene an extraordinary meeting of the Council at any time.**
- b **If the Chairman of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.**
- c The chairman of a committee or a sub-committee may convene an extraordinary meeting of the committee or the sub-committee at any time.
- d If the chairman of a committee [or a sub-committee] does not call an extraordinary meeting within 7 days of having been requested to do so by 2 members of the committee or the sub-committee, any 2 members of the committee or the sub-committee may convene an extraordinary meeting of the committee or a sub-committee.

7. PREVIOUS RESOLUTIONS

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least 3 councillors to be given to the Proper Officer in accordance with standing order 9, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 7(a) has been disposed of, no similar motion may be moved for a further six months.

8. VOTING ON APPOINTMENTS

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chairman of the meeting.



9. MOTIONS FOR A MEETING THAT REQUIRE WRITTEN NOTICE TO BE GIVEN TO THE PROPER OFFICER

- a A motion shall relate to the responsibilities of the meeting for which it is tabled and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.
- b No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least 7 clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.
- c The Proper Officer may, before including a motion on the agenda received in accordance with standing order 9(b), correct obvious grammatical or typographical errors in the wording of the motion.
- d If the Proper Officer considers the wording of a motion received in accordance with standing order 9(b) is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it, so that it can be understood, in writing, to the Proper Officer at least 5 clear days before the meeting.
- e If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.
- f The decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.
- g Motions received shall be recorded and numbered in the order that they are received.
- h Motions rejected shall be recorded with an explanation by the Proper Officer of the reason for rejection.

10. MOTIONS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE

- a The following motions may be moved at a meeting without written notice to the Proper Officer:
 - i. to correct an inaccuracy in the draft minutes of a meeting;
 - ii. to move to a vote;
 - iii. to defer consideration of a motion;



- iv. to refer a motion to a particular committee or sub-committee;
- v. to appoint a person to preside at a meeting;
- vi. to change the order of business on the agenda;
- vii. to proceed to the next business on the agenda;
- viii. to require a written report;
- ix. to appoint a committee or sub-committee and their members;
- x. to extend the time limits for speaking;
- xi. to exclude the press and public from a meeting in respect of confidential or other information which is prejudicial to the public interest;
- xii. to not hear further from a councillor or a member of the public;
- xiii. to exclude a councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular standing order (unless it reflects mandatory statutory or legal requirements);
- xvi. to adjourn the meeting; or
- xvii. to close the meeting.

11. MANAGEMENT OF INFORMATION

See also standing order 20.

- a **The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements shall include deciding who has access to personal data and encryption of personal data.**
- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).**
- c **The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**



- d **Councillors, staff, the Council’s contractors and agents shall not disclose confidential information or personal data without legal justification.**

12. DRAFT MINUTES

- Full Council meetings ●
- Committee meetings ●
- Sub-committee meetings ●

- a If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.
- b There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 10(a)(i).
- c The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the meeting and stand as an accurate record of the meeting to which the minutes relate.
- d If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:

“The chairman of this meeting does not believe that the minutes of the meeting of the () held on [date] in respect of () were a correct record but his view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings.”
- e **If the Council’s gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than one month after the meeting has taken place.**
- f Subject to the publication of draft minutes in accordance with standing order 12(e) and standing order 20(a) and following a resolution which confirms the accuracy of the minutes of a meeting, the draft minutes or recordings of the meeting for which approved minutes exist shall be destroyed.

13. CODE OF CONDUCT AND DISPENSATIONS

See also standing order 3(u).



- a All councillors and non-councillors with voting rights shall observe the code of conduct adopted by the Council.
- b Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which he has a disclosable pecuniary interest. They may return to the meeting after it has considered the matter in which they had the interest.
- c Unless they have been granted a dispensation, a councillor or non-councillor with voting rights shall withdraw from a meeting when it is considering a matter in which they have another interest if so required by the Council's code of conduct. They may return to the meeting after it has considered the matter in which they had the interest.
- d **Dispensation requests shall be in writing and submitted to the Proper Officer** as soon as possible before the meeting, or failing that, at the start of the meeting for which the dispensation is required.
- e A decision as to whether to grant a dispensation shall be made by a meeting of the Council, or committee or sub-committee for which the dispensation is required and that decision is final.
- f A dispensation request shall confirm:
 - i. the description and the nature of the disclosable pecuniary interest or other interest to which the request for the dispensation relates;
 - ii. whether the dispensation is required to participate at a meeting in a discussion only or a discussion and a vote;
 - iii. the date of the meeting or the period (not exceeding four years) for which the dispensation is sought; and
 - iv. an explanation as to why the dispensation is sought.
- g Subject to standing orders 13(d) and (f), a dispensation request shall be considered at the beginning of the meeting of the Council, or committee or sub-committee for which the dispensation is required.
- h **A dispensation may be granted in accordance with standing order 13(e) if having regard to all relevant circumstances any of the following apply:**
 - i. **without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;**
 - ii. **granting the dispensation is in the interests of persons living in the Council's area; or**
 - iii. **it is otherwise appropriate to grant a dispensation.**



14. CODE OF CONDUCT COMPLAINTS

- a Upon notification by the District Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall use a locum Proper Officer to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).
- c The Council may:
 - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
 - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District Council that a councillor has breached the Council's code of conduct, the Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office.**

15. PROPER OFFICER

- a The Proper Officer shall be the clerk.
- b The Proper Officer shall:
 - i. **at least three clear days before a meeting of the council or a committee**
 - **serve on councillors by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and**
 - **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**

See standing order 3(b) for the meaning of clear days for a meeting of a



full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;

- ii. subject to standing order 9, include on the agenda all motions in the order received unless a councillor has given written notice at least 5 days before the meeting confirming his withdrawal of it;
- iii. **convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in his office;**
- iv. **facilitate inspection of the minute book by local government electors;**
- v. **receive and retain copies of byelaws made by other local authorities;**
- vi. hold acceptance of office forms from councillors;
- vii. hold a copy of every councillor's register of interests;
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- ix. liaise, as appropriate, with the Council's Data Protection Officer;
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;
(see also standing order 23);
- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority on a spreadsheet;
- xv. refer a planning application received by the Council to the Chairman or in his absence the Vice-Chairman of the Council within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Council.
- xvi. manage access to information about the Council via the publication scheme; and



- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect.
(see also *standing order 23*).

16. RESPONSIBLE FINANCIAL OFFICER

- a The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

17. ACCOUNTS AND ACCOUNTING STATEMENTS

- a "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year a statement to summarise:
 - i. the Council's receipts and payments (or income and expenditure) for each quarter;
 - ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
 - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
 - i. each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
 - ii. to the Council the accounting statements for the year in the form of Section 1 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with



proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

18. FINANCIAL CONTROLS AND PROCUREMENT

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the Council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
 - v. whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds in standing order 18(f) is subject to Regulations 109-114 of the Public Contracts Regulations 2015 which include a requirement on the Council to advertise the contract opportunity on the Contracts Finder website regardless of what other means it uses to advertise the opportunity.**
- d. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up;



- ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
 - iii. the invitation to tender shall be advertised in a locally and in any other manner that is appropriate;
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
 - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- e. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- f. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £181,302 for a public service or supply contract or in excess of £4,551,413 for a public works contract (or other thresholds determined by the European Commission every two years and published in the Official Journal of the European Union (OJEU)) shall comply with the relevant procurement procedures and other requirements in the Public Contracts Regulations 2015 which include advertising the contract opportunity on the Contracts Finder website and in OJEU.**
- g. **A public contract in connection with the supply of gas, heat, electricity, drinking water, transport services, or postal services to the public; or the provision of a port or airport; or the exploration for or extraction of gas, oil or solid fuel with an estimated value in excess of £363,424 for a supply, services or design contract; or in excess of £4,551,413 for a works contract; or £820,370 for a social and other specific services contract (or other thresholds determined by the European Commission every two years and published in OJEU) shall comply with the relevant procurement procedures and other requirements in the Utilities Contracts Regulations 2016.**

19. HANDLING STAFF MATTERS

- a A matter personal to a member of staff that is being considered by a meeting of



Council is subject to standing order 11.

- b Subject to the Council's policy regarding absences from work, the Clerk and Responsible Financial Officer shall notify the chairman of the council or, if they are not available, the vice-chairman of the council of absence occasioned by illness or other reason and that person shall report such absence to the council at its next meeting.
- c The chairman of the council or in their absence, the vice-chairman shall upon a resolution conduct a review of the performance and annual appraisal of the work of The Clerk and Responsible Financial Officer. The reviews and appraisal shall be reported in writing and are subject to approval by resolution by the Council.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's Clerk and Responsible Financial Officer shall contact the chairman of the council or in their absence, the vice-chairman of the council in respect of an informal or formal grievance matter, and this matter shall be reported back and progressed by resolution of the council.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by the Clerk and Responsible Financial Officer relates to the chairman or vice-chairman of the council, this shall be communicated to another member of the council, which shall be reported back and progressed by resolution of the council.
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.



- g In accordance with standing order 11(a), persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).

20. RESPONSIBILITIES TO PROVIDE INFORMATION

See also standing order 21.

- a In accordance with freedom of information legislation, the Council shall publish information in accordance with its publication scheme and respond to requests for information held by the Council.
- b The Council shall publish information in accordance with the requirements of the Smaller Authorities (Transparency Requirements) (England) Regulations 2015.

21. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION

(Below is not an exclusive list).

See also standing order 11.

- a The Council shall appoint a Data Protection Officer.
- b The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning their personal data.
- c The Council shall have a written policy in place for responding to and managing a personal data breach.
- d The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.
- e The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.
- f The Council shall maintain a written record of its processing activities.

22. RELATIONS WITH THE PRESS/MEDIA

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or



other media.

23. EXECUTION AND SEALING OF LEGAL DEEDS

See also standing orders 15(b)(xii) and (xvii).

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- b **Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.**

24. COMMUNICATING WITH DISTRICT AND COUNTY COUNCILLORS

- a An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council representing the area of the Council.
- b Unless the Council determines otherwise, a copy of each letter sent to the District and County Council shall be sent to the ward councillor(s) representing the area of the Council.

25. RESTRICTIONS ON COUNCILLOR ACTIVITIES

- a. Unless duly authorised no councillor shall:
 - i. inspect any land and/or premises which the Council has a right or duty to inspect; or
 - ii. issue orders, instructions or directions.

26. STANDING ORDERS GENERALLY

- a All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b A motion to add to or vary or revoke one or more of the Council's standing



orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice by at least 2 councillors to be given to the Proper Officer in accordance with standing order 9.

- c The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible.
- d The decision of the chairman of a meeting as to the application of standing orders at the meeting shall be final.

FINANCIAL REGULATIONS

Adopted by the Council on 6 May 2021

Reviewed 17 May 2022

Reviewed 15 May 2023



1. GENERAL

1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders and any individual financial regulations relating to contracts.

1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.

1.3. The council's accounting control systems must include measures:

- for the timely production of accounts;
- that provide for the safe and efficient safeguarding of public money;
- to prevent and detect inaccuracy and fraud; and
- identifying the duties of officers.

1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.

1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.

1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.

1.7. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.

1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Clerk has been appointed as RFO for this council and these regulations will apply accordingly.

1.9. The RFO;

- acts under the policy direction of the council;
- administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
- determines on behalf of the council its accounting records and accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the council up to date in accordance with proper practices;
- assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
- produces financial management information as required by the council.

1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.



1.11. The accounting records determined by the RFO shall in particular contain:

- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
- a record of the assets and liabilities of the council; and
- wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
- procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
- identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
- procedures to ensure that uncollectable amounts, including any bad debts are submitted to the council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- measures to ensure that risk is properly managed.

1.13. The council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:

- setting the final budget or the precept (council tax requirement);
- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- writing off bad debts;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations in any report from the internal or external auditors, shall be a matter for the full council only.

1.14. In addition the council must:

- determine and keep under regular review the bank mandate for all council bank accounts;
- approve any grant or a single commitment; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG), available from the websites of NALC and the Society for Local Council Clerks (SLCC).



2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)

2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.

2.2. On a regular basis, at least once in each quarter, and at each financial year end, a Councillor other than the Chairman or a cheque signatory shall be appointed to verify the bank reconciliations (for all accounts) produced by the RFO. The Councillor shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Full Council.

2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.

2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.

2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.

2.6. The internal auditor shall:

- be competent and independent of the financial operations of the council;
- report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
- to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- have no involvement in the financial decision making, management or control of the council.

2.7. Internal or external auditors may not under any circumstances:

- perform any operational duties for the council;
- initiate or approve accounting transactions; or
- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.

2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.

2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING



3.1. The Full Council shall review its three-year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of December each year including any proposals for revising the forecast.

3.2. The RFO must each year, by no later than January, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the council.

3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.

3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.

3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

4.1. 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 £5,000;
- the Clerk, in conjunction with Chairman of Council or Chairman of the appropriate committee, for any items below £500.

Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the Clerk, and where necessary also by the appropriate Chairman.

Contracts may not be disaggregated to avoid controls imposed by these regulations.

4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.

4.4. The salary budgets are to be reviewed at least annually in March for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of Council.

4.5. In cases of extreme risk to the delivery of council services, the clerk may authorise revenue expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £500. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.

4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.

4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.

4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that

planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of £100 or 15% of the budget.

4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS

5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.

5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to council. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council. The approved schedule shall be ruled off and signed by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.

5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.

5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council meeting.

5.5. The Clerk and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council;

b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of council; or

c) fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council meeting.

5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of council.

5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.

5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Grant will be approved by resolution of the council.

5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made



in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.

5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by a Member.

6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

6.1. The council will make safe and efficient arrangements for the making of its payments.

6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.

6.3. All payments shall be effected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council.

6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two members of council, in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.

6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.

6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.

6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.

6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.

6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.

6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This



will not be required for a member's personal computer used only for remote authorisation of bank payments.

6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.

6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.

6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.15. Where internet banking arrangements are made with any bank, the Clerk & RFO shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.

6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by two of the following; the Clerk and a Councillor. A programme of regular checks of standing data with suppliers will be followed.

6.18. Any corporate credit card account opened by the council will be specifically restricted to use by the Clerk and RFO, will also be restricted to a single transaction maximum value of £1,500 unless authorised by council in writing before any order is placed, and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.

6.19. The council will not maintain any form of cash float. All cash received must be banked intact. Any payments made in cash by the Clerk or RFO (for example for postage or minor stationery items) shall be refunded on a regular basis, at least quarterly.

7. PAYMENT OF SALARIES

7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.

7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.

7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the council.

7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:



- a) by any councillor who can demonstrate a need to know;
- b) by the internal auditor;
- c) by the external auditor; or
- d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.

7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.

7.6. An effective system of personal performance management should be maintained for the senior officers.

7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.

7.8. Before employing interim staff the council must consider a full business case.

8. LOANS AND INVESTMENTS

8.1. All borrowings shall be affected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.

8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.

8.3. The council will arrange with the council's banks and investment providers for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.

8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.

8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.

8.6. All investments of money under the control of the council shall be in the name of the council.

8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

8.8. Payments in respect of short term or long term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. INCOME

9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.

9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.



9.3. The council will review all fees and charges at least annually, following a report of the Clerk.

9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.

9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.

9.6. The origin of each receipt shall be entered on the paying-in slip.

9.7. Personal cheques shall not be cashed out of money held on behalf of the council.

9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.

9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.

9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting (see also Regulation 16 below).

10. ORDERS FOR WORK, GOODS AND SERVICES

10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.

10.2. Order books shall be controlled by the RFO.

10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any *de minimis* provisions in Regulation 11.1 below.

10.4. A member may not issue an official order or make any contract on behalf of the council.

10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. CONTRACTS

11.1. Procedures as to contracts are laid down as follows:

a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:

i. for the supply of gas, electricity, water, sewerage and telephone services;

ii. for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;



iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;

iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;

v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and

vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.

b. Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 ("the Regulations") which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations.

c. The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time).

d. When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.

e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.

f. All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of council.

g. Any invitation to tender issued under this regulation shall be subject to Standing Orders 4 and shall refer to the terms of the Bribery Act 2010.

h. When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £100 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.

i. The council shall not be obliged to accept the lowest or any tender, quote or estimate.

j. Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision making process was being undertaken.

12. PAYMENTS UNDER CONTRACTS FOR BUILDING OR OTHER CONSTRUCTION WORKS (PUBLIC WORKS CONTRACTS)

12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).



12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.

12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

13. STORES AND EQUIPMENT

13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.

13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.

13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.

13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.

14. ASSETS, PROPERTIES AND ESTATES

14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £250.

14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.

14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

15. INSURANCE

15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers in consultation with the Clerk.

15.2. The Clerk shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.



15.3. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.

15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.

15.5. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.

16. CHARITIES

16.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or independent examination as may be required by Charity Law or any Governing Document.

17. RISK MANAGEMENT

17.1. The council is responsible for putting in place arrangements for the management of risk. The Clerk with the RFO shall prepare, for approval by the council, risk management policy statements in respect of all activities of the council. Risk policy statements and consequential risk management arrangements shall be reviewed by the council at least annually.

17.2. When considering any new activity, the Clerk with the RFO shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the council.

18. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS

18.1. It shall be the duty of the council to review the Financial Regulations of the council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the council of any requirement for a consequential amendment to these Financial Regulations.

18.2. The council may, by resolution of the council duly notified prior to the relevant meeting of council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of council.

Owslebury Parish Council - Asset Register 2023/24

Description	Location	Initial Purchase Price £	Date Purchased	Declared Value	Sum Insured	Date of Last of Physical Check
Land	Recreation Ground (owned) VG80					
	Hilly Close Play Area (Licence)					
	Glebe Field (owner HP768040)	2,200.00	Jun-83			
	Triangle of Land & Bank Tree opposite Ship Inn. (CL234 Section 9 Registered 27/06/68 - finalised 01/10/70)		Oct-70			
	Land Eastern side of Whaddon Lane (CL233 Section 9 final 1/10/70)		Oct-70			
	Pond at Stag Lane. (owned CL232) Reg. 27/06/68 - finalised 01/10/70		Oct-70			
	Land nr. Lower Whiteflood Farm (rented to create pond 1933). Land Reg. finalised 01/10/70 (owned)		Oct-70			
	Morestead - licence to use as a bus shelter					
Total Land		2,200.00		0.00	0.00	
Buildings	20ft Storage Container	800.00	Feb-23	1,642.00	1,970.00	
Bus Stops & Shelters						
Bus Shelters x 3	Beech Grove					
	Morestead	7,420.95	Feb-09			
	Ship Inn	2,700.00	May-05			
Bus shelter	Recreation ground	0.00	Feb-15			
Seat in Bus Shelter	Beech Grove	400.00	1997			
Items Used Away from the Premises						
Speed Indicator Sign	Various	3,840.00	Feb-20			
Defibrillator	Parish Hall	850.00	Oct-14			
Street Furniture						
Noticeboards x 6	Parish Hall	1,471.52	Jun-07			
	Hilly Close Play Area	293.75	Aug-07			
	Morestead	754.00	Jan-08			
	Baybridge	661.41	Jan-08			
	Marwell	778.06	Feb-10			
	Glebe Field	1,628.00	Sep-22			
Fingerpost	Lower Baybridge Lane	973.40	Feb-11			
English Oak Finger Post (Donanted by Marwell Wildlife)	Hurst/Whaddon triangle	0.00	Mar-13			
Seats x 8						
* Wooden Seats - 3	Glebe Field**	0.00				
* Stone Base - wood seats - 3	Recreation Ground*	0.00				

* Metal Base / Arms / wood seat - 1	Recreation Ground	0.00			
* Metal Bench - 1	Play Area***	0.00			
Neptune Stone Base - wood seat - 1	Recreation Ground	681.50	Sep-07		
EnviroPol Picnic Table	Glebe Field	693.55	Mar-07		
Jubilee Commerorative table	Glebe Field	2,000.00	May-12		
3 Lamp Posts	Beech Grove				
Kiosk (K6 Telephone Box)	Beech Grove	1.00	Jan-16		
3 Dog Bins	Recreation Ground	235.62	Nov-03		
	Pitcot Lane	235.62	Mar-08		
	Beech Grove	188.00	Oct-08		
Rubbish Bin	Hilly Close Play Area	225.29	Jun-11		
Grit bin	Beech Grove	60.50	Dec-15		
Parking sign	School	60.00	Dec-15		
Total Street Furniture		26,152.17		30,000.00	30,000.00
War Memorials	Glebe Field	1,770.00	Oct-14	30,000.00	36,000.00
Gates & Fences					
Wooden Field Gate	Hilly Close Play Area	450.00	Dec-21		
Metal Double Gate	Glebe Field				
Fencing	Glebe Field				
Metal Link Fencing	Hilly Close Play Area				
Swing Shut Metal Gate	Hilly Close Play Area	764.00	Jun-07		
Swing Barrier Gate	Recreation Ground	318.00	May-10		
Swing Barrier Gate*	Roughay (1)	1,250.00	May-10		
Swing Barrier Gate	Roughay (2)	1,134.00	Feb-12		
Road Barrier & Dragons Teeth	Lower Baybridge Lane	1,468.75	May-10		
Total Gates and Fences		5,384.75		12,500.00	15,000.00
Playground Equipment					
New Seats & Chains for Swings	Hilly Close Play Area	785.00	Nov-11		
New Baby Swings X 2	Hilly Close Play Area	282.85	Mar-19		
Honeycombe Whirl	Hilly Close Play Area	2,410.00	Oct-02		
Playdale City Swing	Hilly Close Play Area	5,093.63	Apr-10		
Kompan Seesaw	Hilly Close Play Area	5,467.28	Oct-10		
Playdale Freckleton Play Structure	Hilly Close Play Area	13,189.38	Nov-10		
Proludic IXO J2523 Multiplay	Hilly Close Play Area	16,772.40	Feb-11		
Greenspan play structure	Hilly Close Play Area	15,260.00	Apr-12		
Sports Equipment					
Basket Ball Net	Hilly Close Play Area	795.48	Jul-04		

Basket Ball Back Board, Hoop and Net	Hilly Close Play Area	138.93	Oct-22		
Total Playground Equipment		60,194.95		66,548.00	79,857.00
Ground Surfaces					
Swings and Roundabout	Hilly Close Play Area	9,000.00	Jan-19		
Wear Pad Roundabout	Hilly Close Play Area	566.12	Jul-23		
		9,566.12		10,107.00	12,128.00
Building Contents					
Celexon screen Manual 240x180cm	Village Hall	124.99	Jul-12		
Dell Inspiron 15 3000	58a Priors Dean Road	598.07	Mar-12		
2 drawer Filing Cabinet	58a Priors Dean Road	0.00			
HP 2011x LED Ultra slim screen	58a Priors Dean Road	120.00	Mar-12		
Optoma HD67N Projector	58a Priors Dean Road	442.00			
Cannon Printer	58a Priors Dean Road	49.00	Apr-18		
Total Building Contents		1,334.06		12,500.00	15,000.00
Total Assets		107,402.05		163,297.00	189,955.00
* 1 of 3 Neptune Seats in SE Corner of Recreation Ground - Brass Plack - "In Loving Memory of Ian Robinson 1935 - 1991 "					
** 1 wooden bench engraved "PRESENTED IN MEMORY OF MR AND MRS L EDWARDS"					
*** red seat in play area - plaque "in loving memory of Jack Shaw"					

Disposal of assets during financial year	Date of acquisition	Original cost	Sale price
Countryside Access Board - Glebe Field	Jun-07	599.25	0.00
Stone Base - Wood Seats - Recreation Ground		0.00	0.00
4 drawer Filing Cabinet - Village Hall	Jul-06	74.00	0.00
2 drawer Filing Cabinet - Village Hall		0.00	0.00
Pavilion - Destroyed by Fire		0.00	0.00
Total disposals		673.25	0.00
Acquisition of assets during financial year			Insurance value
Notice Board - Glebe Field	Sep-22	1,628.00	
Basket Ball Backboard, Hoop and Net	Oct-22	138.93	
Roundabout Wear Pad	Jul-23	566.12	
20ft Container	Feb-23	800.00	
Total additions		3,133.05	0.00
Reconciliation		Cost	Insurance
Assets per Annual Return 1st April 2023		104,942.25	189,955.00
Add insurance uplift on renewal			
Add: additions		3,133.05	
Less: disposals		-673.25	
		107,402.05	189,955.00

RISK ASSESSMENT AND INTERNAL CONTROLS FOR OWSLEBURY PARISH COUNCIL 2023

AREA	RISK	LEVEL	CONTROL OF RISK	MEANS OF CONTROL
Assets	Protection of physical assets	Medium	<ul style="list-style-type: none"> • Asset register reviewed annually by Full Council. • The Council's assets are all insured. Streetlamps have historically not been insured. • New assets are added to the insurance policy when acquired. • Land is registered with the Land Registry. 	<ul style="list-style-type: none"> • Insurance policy reviewed annually by Full Council. • Asset register reviewed annually by Full Council. • Asset register updated when required. • Regular inspection of the Council's assets. • Repair and maintenance programme for assets.
	Maintenance of play area and open spaces	High	<ul style="list-style-type: none"> • Biweekly visual inspections carried out by ASCO. • 2 inspections carried out by independent inspector per year. • Adequate repair and maintenance programme in place. • Budgeting for maintenance annually. 	<ul style="list-style-type: none"> • Medium and high risks are actioned accordingly. • Adequate budget for repairs. • The inspection reports are reviewed by the Full Council and actioned accordingly. Records are available for inspection. • Works are checked on a regular basis by the Clerk.
Finance	Banking	Medium	<ul style="list-style-type: none"> • Bank accounts are held with Lloyds. A new savings account will be set up in May with CCLA. The Lloyds account requires payments to be completed by 2 Cllrs. • Reserves Policy in place and reviewed annually. • Financial Regulations to be followed and reviewed annually. • The internal auditor has been appointed to carry out an audit report. • Payments are present to Full Council monthly, and 2 Cllrs are appointed to complete the payment process. • Insurance in place. 	<ul style="list-style-type: none"> • RFO appointed. • Statements are received monthly, and the bank reconciliations and statements are verified by the Full Council monthly and signed and dated by the Chairman. • Financial Regulations and risk assessment for on-line banking to be reviewed regularly. • Account signatories to be reviewed and approved annually by Full Council. • Internal and external auditors appointed. • Annual review of the internal controls. • Quarterly review of the Actual to Budget by Full Council.
	Loss of income or need to provide	Medium	<ul style="list-style-type: none"> • Minimal potential impact - no insurance required. 	<ul style="list-style-type: none"> • Insurance documents reviewed annually by Full Council.

OWSLEBURY & MORESTEAD PARISH COUNCIL



AREA	RISK	LEVEL	CONTROL OF RISK	MEANS OF CONTROL
	essential services consequent upon critical damage, loss or non-performance of third party.		<ul style="list-style-type: none"> Reserves Policy in place. All contractors provide proof of public liability cover. 	<ul style="list-style-type: none"> General reserves to be held according to the policy. Council to ensure that contracts in excess of £500 are suitably worded. Staff to keep evidence of insurance and risk assessments for all contractors.
	Loss of cash through theft or dishonesty	Medium	<ul style="list-style-type: none"> Regular payments are encouraged to be via bank transfer. No petty cash held. Fidelity Guarantee insurance in place to cover all money held by the Council. 	<ul style="list-style-type: none"> Insurance documents reviewed annually by Full Council. References to be obtained for staff. Quarterly payments to be published on the website. Clerk to be accompanied to the bank when banking more than £500 of cash. Encourage the use of bank transfers or cheque payments. Monthly bank reconciliation completed by RFO and approved by Full Council.
	Financial control and records	Medium	<ul style="list-style-type: none"> Monthly bank reconciliation to be prepared by the Clerk, verified by Full Council and signed and dated by the Chairman. Monthly payments of account to be signed and dated by the Clerk and presented at Full Council meetings, a resolution agreed and then signed by the Chairman. Two Cllrs to verify the invoices presented for payment and to sign the payment sheet. Payments are set up by the Clerk and finished by two appointed Cllrs. Internal auditor appointed. Financial approvals and expenditure to be filed with the invoices. 	<ul style="list-style-type: none"> RFO and internal auditor appointed. Financial Regulations to be reviewed annually. Annual review by internal and external auditor and their reports to be presented to the Full Council. Signatories on the accounts to be reviewed annually. Clerk to present quarterly the actual to budget expenditure and a statement of variants to the Full Council.
	Comply with HMRC regulations	High	<ul style="list-style-type: none"> VAT returns are completed by the Clerk quarterly. Pay roll is run by the Clerk and checked by the Chairman and Vice Chairman. It is submitted monthly online and the employer's annual return is submitted within the prescribed time frame. 	<ul style="list-style-type: none"> VAT returns are reconciled with all bank accounts and reported to the Council. Checked by the internal auditor.

OWSLEBURY & MORESTEAD PARISH COUNCIL



AREA	RISK	LEVEL	CONTROL OF RISK	MEANS OF CONTROL
			<ul style="list-style-type: none"> • Internal and external auditor appointed. 	
	Sound budgeting to underlie annual precept	Medium	<ul style="list-style-type: none"> • All monies spent against the budget to be in accordance with the Financial Regulations. • Budget preparation annually. • Asset register updated and reviewed annually. • Internal auditor appointed. • Training available and encouraged for staff and Cllrs. • Details of earmarked reserves in the budget. 	<ul style="list-style-type: none"> • Full Council draft budget for the three-year forecast to be prepared in accordance with the Financial Regulations and approved at the December meetings. • Salary budgets to be reviewed at least annually for the following financial year. • Final budget and proposed precept to be approved by the Full Council during the January meeting. • Clerk to report expenditure against the budget and explanation of material variances quarterly with petty cash expenditure. • Reserves reviewed annually and changes in earmarked reserves are approved by Full Council. • Appoint an internal auditor and act in accordance with their recommendations. • Full Council to approve subscriptions annually.
	Complying with borrowing restrictions	Low	<ul style="list-style-type: none"> • No borrowing at present. 	
Liability	Risk to third party, property or individuals	Medium	<ul style="list-style-type: none"> • Insurance cover for public liability in place. • Risk assessments carried out and reviewed when required. • Health and Safety Policy in place which is reviewed annually. • Clerk acts as the H&S Officer. • Tree and Memorial inspections in place. • Ensure all contractors have adequate insurance. 	<ul style="list-style-type: none"> • Health and safety matters to be reported to Full Council. • Insurance documents reviewed by Full Council annually. • Health and Safety Policy to be reviewed annually.
	Legal liability as consequence of asset ownership	High	<ul style="list-style-type: none"> • Insurance is in place. • 6 monthly checks are in place for the play equipment. • Risk assessments in place and reviewed. 	<ul style="list-style-type: none"> • Insurance documents to be reviewed by Full Council annually.

OWSLEBURY & MORESTEAD PARISH COUNCIL



AREA	RISK	LEVEL	CONTROL OF RISK	MEANS OF CONTROL
			<ul style="list-style-type: none"> Trees investigated when damage reported. Tree survey carried out in 2022 and recommended works actioned. 	<ul style="list-style-type: none"> ACSO carries out a biweekly visual inspections on the play areas and a 6 monthly inspection is carried out by a play area inspector. Reports are reviewed, work actioned if needed and records filed. Council to act on the recommendations in the tree survey.
Employer Liability	Comply with employment law	Medium	<ul style="list-style-type: none"> As a member of Hampshire Association of Local Councils (HALC), National Association of Local Councils (NALC) and Society of Local Council Town Clerks (SLCC) their advice can be sought. Compliance with Employment Law and Health and Safety regulations. Equality and Diversity Policy in place. Health and Safety Policy in place. Insurance in place. Staff contracts to be updated when required. All members of staff to be given a contract of employment on appointment. Employer's liability insurance cover. 	<ul style="list-style-type: none"> Annual renewal to these organisations to be presented to the Full Council. Policies to be reviewed annually. Professional advice to be requested when needed. Training available for Clerk and Councillors Insurance documents reviewed annually by Full Council. Annual review of Health and Safety Policy.
	Comply with HMRC requirements	Medium	<ul style="list-style-type: none"> Regular advice is issued by HMRC. Internal and external auditor to carry out annual checks. Pay roll to be maintained as required by the Inland Revenue. 	<ul style="list-style-type: none"> Reports from the auditors to be presented to the Council. Payroll is checked by the Chairman and Vice Chairman
Legal Liability	Ensuring activities are within legal powers	High	<ul style="list-style-type: none"> Clerk to clarify legal position on any new proposals when required. 	<ul style="list-style-type: none"> Legal advice to be sought where necessary.
	Proper and timely reporting via the minutes	Medium	<ul style="list-style-type: none"> The Full Council meets every month. Minutes of all the previous meetings are always received, approved and signed by the Chairman of the Council. Minute pages are numbered correctly. 	<ul style="list-style-type: none"> Draft minutes are added to the website when circulated to Councillors and updated when approved. Hard copies of the approved minutes and appendices are stored in the Clerks house.
	Proper document control	Medium	<ul style="list-style-type: none"> Land and buildings registered at Land Registry and copies kept in files. 	<ul style="list-style-type: none"> Spot checks by a nominated Councillor.

OWSLEBURY & MORESTEAD PARISH COUNCIL



AREA	RISK	LEVEL	CONTROL OF RISK	MEANS OF CONTROL
Council	Councillors' obligation to declare DPI's	High	<ul style="list-style-type: none"> • Councillors to complete Declaration of Pecuniary Interests (DPI) forms which are returned to Winchester City Council and should be updated by Councillors as and when required. • DPI's to be declared at meetings when necessary. • Councillors to inform the Clerk of any gifts and hospitality received. 	<ul style="list-style-type: none"> • Councillor DPI forms available on Winchester City Councils website and the Council's website. • DPI's to be noted in the minutes. • Records to be kept of gifts and hospitality received.
	Council acting improperly	High	<ul style="list-style-type: none"> • Councillors are to follow the adopted Code of Conduct. • Procedures to be followed as detailed in Standing Orders, Financial Regulations, Terms of Reference for Committees and all other approved policies. • All Council decisions are recorded in the meeting minutes. • Training for Cllrs and staff available and encouraged. • Advice available from HALC and SLCC. • Scheme of delegation in place. • Legal expenses, fidelity guarantee and libel and slander insurance cover in place. • All documents relating to Council business to be held in at the Clerks house in an orderly system and destroyed according to the Document Retention Policy. 	<ul style="list-style-type: none"> • Appointment of suitably qualified staff. • Clerk to advise the Council to ensure it is complying with relevant legislation. • The approved Code of Conduct should be followed and reviewed and updated on a regular basis. • Breaches to the Code to be reported to the Monitoring Officer. • Standing Orders, Financial Regulations, Terms of Reference, Complaints Procedure and all other policies are reviewed and approved annually. • Council decisions are clearly minuted and the minutes are kept for future reference. • All Cllrs to complete DPI forms and to attend training as per Standing Orders. • The Transparency Code is adhered to. • Membership of ICO renewed annually. • Insurance documents reviewed annually by the Full Council.
	Discrimination – the Council or its employees acting in a discriminatory and/or illegal manner	Medium	<ul style="list-style-type: none"> • The Council will act in accordance with current best practice. Equality and Diversity Policy in place. 	<ul style="list-style-type: none"> • The Council will endeavour not to discriminate in any of its dealings and actions. • The policy is reviewed annually.

OWSLEBURY & MORESTEAD PARISH COUNCIL



AREA	RISK	LEVEL	CONTROL OF RISK	MEANS OF CONTROL
	Data Protection	Medium	<ul style="list-style-type: none"> The Council is registered with the Data Protection Agency and has a Data Protection Policy. 	<ul style="list-style-type: none"> Annual renewal of registration to be confirmed at a Council meeting along with approval of the policy. The Council has appointed a Data Protection Compliance Officer to comply with the GDPR and will make other relevant changes to the way it conducts its business to comply.
	Freedom of Information Act	Medium	<ul style="list-style-type: none"> The Council has a model publication scheme published on the website. 	<ul style="list-style-type: none"> The Town Clerk will report to the Council any requests made under the FOI Act and the scheme is reviewed annually.
	Loss of records	Medium	<ul style="list-style-type: none"> The Council's records are stored either on paper, electronically or both. All paperwork is stored in locked cabinets where possible. 	<ul style="list-style-type: none"> Electronic files are stored in the Cloud. Council documents are held according to the Document Retention Policy. The Data Protection Policy is reviewed annually. Proper handover and induction for new staff.
	Loss of key staff	Medium	<ul style="list-style-type: none"> Most of the Council's work can be carried out by each member of staff. In the absence of staff, a Councillor or Locum Clerk will provide cover. Appropriate notice periods in staff contracts. All documents stored in OneDrive. <u>In the event that something happens to the Clerk all passwords are written down and kept in an envelope and stored with the Chairman (as per HALC's recommendations)</u> 	<ul style="list-style-type: none"> All holiday requests to be made with notice. Proper handover and inductions for new staff.
	IT failure or theft	Medium	<ul style="list-style-type: none"> All data is stored on OneDrive. All computers are password protected. 	<ul style="list-style-type: none"> Staff to protect passwords. All devices have anti-virus software.
	Business Continuity	Medium	<ul style="list-style-type: none"> Scheme of delegation in place. Insurance in place. Member of HALC. Clerk is a member of SLCC. Risk assessments. 	<ul style="list-style-type: none"> Scheme of delegation reviewed annually. On-going staff training. Risk assessments updated annually. Staff to follow national rules and guidelines.
	Slandorous / libellous	Low	<ul style="list-style-type: none"> Insurance is in place for libel and slander. 	<ul style="list-style-type: none"> The insurance policy is reviewed annually by the Full Council.

OWSLEBURY & MORESTEAD PARISH COUNCIL



AREA	RISK	LEVEL	CONTROL OF RISK	MEANS OF CONTROL
	statements by employees / Councillors			
	Inability of the Council to make decisions due to national crisis		<ul style="list-style-type: none"> • Scheme of Delegation 	<ul style="list-style-type: none"> • Regular Review of the Scheme of Delegation
Contractors	Inadequate contracting arrangements and poor contractors' performance	High	<ul style="list-style-type: none"> • Procedures to be defined in Council Standing Orders. • All contracts to be authorised by the Council and reviewed annually. • Performance to be monitored by Council staff. 	<ul style="list-style-type: none"> • Procedures to be reviewed annually by the Council. • Contracts to be reviewed annually by the Clerk and reported to the Council prior to renewal. • Inadequate performance to be reported to the Council immediately following detection for a resolution.

Reviewed and approved at The Full Council meeting held on 17 April 2023.



JOHN K. MURRAY

TAXATION and ACCOUNTANCY SERVICES

9 BURLEY ROAD
WINCHESTER
SO22 6LJ

Telephone 01962 880743
Mobile 07850 863612
john@johnkmurray.co.uk

9 May 2023

Dear Juanita,

**Owslebury & Morestead Parish Council -
Accounts for the year ended 31 March 2023 "Internal Audit".**

I have now completed the "Internal Audit" of your Parish Council Accounts for the year ended 31 March 2023. I have carried out the Internal Audit following the guidelines as documented in the JPAG Book "Governance and Accountability for Smaller Authorities in England - A Practitioners' Guide" issued in March 2022 and updated in March 2023

Nothing arose during the course of my audit that led to having to report anything to your Council. You will see that I have ticked "yes" in Box L of my Report. Previously, because of a drafting error in the original Legislation, the Transparency protocols did not affect 'over £25,000' Councils. The new External Auditors - BDO - have alighted on the very woolly rewording of Box L to assert that the Protocols DO apply to ALL Councils. I am pleased to say that your Council does, in my view, comply.

I have noted that the AGAR Pro-forma (with details of the Variations and Bank Reconciliation you will be sending off with this) have not yet been fully adopted by the Parish Council and signed by the Chairman and the Clerk Will you please provide me with a copy of the Pro-forma - Schedules 1, 2 and 4 before they are sent off and Schedule 3 when returned signed by the External Auditors.

Will you also provide me with copies of the Bank Reconciliation and the Explanation of Variances.? Please ensure that the adoption of the Accounts and the Audit Commission Pro-forma are minuted at the appropriate times - in particular Section 1 and Section 2 of the Pro-forma need to be specifically mentioned within the Minutes and this approval must be by **Full Council** and not by Committee. The receipt of this letter and any action taken on it should also be recorded within the Minutes.

If the Council wishes to discuss any of these points - or any other matter - now or in the future I would be more than happy so to do. Obviously, if the query can be cleared quickly by a 'phone call, then there would be no further charge. If, however, the matter requires some research on my part and/or would take time to resolve then I would have to charge and I would agree this with you beforehand so that there was no misunderstanding

I enclose my Invoice for the work done so far

Yours sincerely,

John K. Murray

Ms. J. Madgwick,
Clerk to Owslebury & Morestead Parish Council
58A Priors Dean Road
Winchester Hants.
SO22 6JU

CONFLICT OF INTEREST WITH BDO LLP

To be completed annually and minuted at a meeting of the smaller authority.

Name of Smaller Authority	Owslebury and Morestead Parish Council
---------------------------	--

I confirm that there are no conflicts of interest with BDO LLP.

I confirm the following conflicts of interest (please detail below:

This was confirmed and minuted at the following meeting:

Date of Meeting	Minute Reference
15/05/23	

Signed (Clerk/RFO)

Print Name

Signed (Chair)

Print Name

Owslebury & Morestead Parish Council
58A Priors Dean Road
Winchester
Hampshire
SO22 6JU

14 April 2023

Policy Number: 100723637BDN/LCO02522

Dear Ms Juanita Madgwick ,

LOCAL COUNCIL RENEWAL INVITE

We have pleasure in enclosing your renewal invite and terms for your Local Councils Insurance policy, together with a Schedule of Insurance and Statement of Fact. It is important that you review all the documentation, ensuring the information is correct and cover meets your requirements. If any of the information is incorrect, or you would like to make a change to your cover level(s) please contact our team.

Policy Type:	Local Councils
Insurer:	Aviva Insurance Ltd
Renewal Date:	01 June 2023
Premium:	£523.57
Arrangement Fee:	£25.00 non-refundable in the event of cancellation

TOTAL PREMIUM £548.57

Please note the premium above is based on the information you have provided, should any information change or be incorrect the premium may be subject to change.

IMPORTANT DOCUMENTS: Please read the following documents carefully.

- **Policy Schedule:** This is an outline of the cover provided under the policy including cover levels, and relevant sums insured, excesses and exclusions.
- **Statement of Fact:** This is an outline of the information you have provided to BHIB and the insurer.
- **Summary of Cover:** This provides a summary of the risk information held and levels of cover provided
- **Policy Summary:** This provides an overview of the key aspects of the insurance policy.
- **Policy Wording:** This sets out the cover provided and the terms, conditions and exclusions which apply.
- **Important Notices & Information Document:** A summary of any important information regarding a Local Councils insurance policy.
- **BHIB Cyber Policy Information:** A summary of an additional Cyber Insurance policy BHIB can arrange for you.
- **Terms of Business** BHIB's Terms and Conditions, which explain how we will manage your policy.
- **Notice to Policyholders:** Details of any important changes to your policy.

Renewal details for any other insurance policies arranged through BHIB alongside your Local Councils Insurance will be issued under a separate communication.

Policy Documents

Your documents will be emailed, however if you would prefer to receive a copy by post, please let a member of our team know.

Please note if you receive your documents by post a Policy Wording will not be enclosed, the version (v02.10.2019) you have been provided with previously is still valid, however if you would like another copy please contact us on 0330 013 0036 or email enquiries@bhibaffinities.co.uk

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www.bhivecouncils.co.uk

Is This Policy Suitable for You?

This policy is designed for Local Town and Parish Councils domiciled in the UK who require insurance cover:

- as an employer against damages and legal costs made against them by employees for injury or disease arising out of their employment
- for claims made against them by third parties for injury, disease or damage to property during the policy term
- for claims made against them by third parties for injury, disease or damage to property caused by or in connection with products sold during the policy term.
- against theft of the council's own money, securities or property by an employee, partner, contractor or volunteer.
- for money which is lost or stolen.
- against the cost of compensation claims made against your business's directors and key managers (officers) for alleged wrongful acts.
- against libel and slander for certain events.
- for assistance with legal expenses incurred for certain events.

We do not give advice or make a personal recommendation in relation to this policy regarding its suitability for your needs. It's important that you review the cover levels and sums insured and read and understand all documentation and policy terms to ensure it meets your requirements.

It is important that you check the levels of cover and sums insured noted on the enclosed documents are correct and reflective of current valuations, and that you are not under insured. Please check the statements and answers that are shown on these documents and let us know if anything is incorrect, as any inaccuracies or omissions may invalidate your cover. Should any alterations be required then please contact our Local Councils Team on 0330 013 0036.

What is Underinsurance?

This refers to inadequate insurance coverage which could leave you unable to claim for your full loss, and making you susceptible to the average rule, reducing your claim further. We recommend you obtain professional valuations for the reinstatement of your Buildings, every three years, to ensure your sum insured is set at the right level, avoiding the potentially damaging effects of underinsurance.

Index Linking

Certain Sums Insured on this policy are Index Linked, which means they will be adjusted annually according to recognised UK price indices. These indices measure the effect of inflation on such things as the price of raw materials and goods and the cost of labour. Each year, the relevant sums insured are automatically uplifted by your insurers. The revised values will be shown on your policy schedule at each renewal and the appropriate revised proportional premiums are charged accordingly. If your policy is subject to a Long-Term Agreement (see below), index linking will continue to be applied annually, and your premiums will therefore fluctuate proportionally, according to the revised values noted in your renewal invitation schedules. These rates fluctuate monthly, according to the most recent recommendations from the selected indices. Typically, different index linked rates may be applied to Buildings, Contents, Machinery, Plant and Equipment. These annual fluctuations are designed to help your sums insured to keep pace with the effects of inflation, however, you remain responsible for ensuring that your declared values and sums insured represent the correct replacement and/or reinstatement values of the items insured, at all times. Further information and explanation on this subject is available on request from the BHIB.

Market Selection

We have approached a Single Insurer. You should also be aware that in sourcing and placing business with Aviva Insurance that we have acted as your agent. We will also act as your agent in the event of a claim.

Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

Please refer to the enclosed Policy Schedule, Policy Summary and Policy Wording which outline all conditions and exclusions applicable to your policy.

Additional endorsements applied to your policy are listed below:

- [3] - Clerk Absence Cover
- [30] - Tree Felling and Lopping Cover
- [31] - Fly Tipping Cover

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- [AMENDED] - Amended Policy Introduction
- [COVEX] - General Exclusions - Coronavirus
- [GDPRCLP] - Data Protection Act wording amendment (CLP)
- [GDPRELPL] - Data Protection Act wording amendment (EL/PL)
- [IL001] - Index Linking
- [SKATE] - Skate Park Endorsement

Full details of these endorsements can be found on the enclosed Policy Schedule. It is important that you read and understand these endorsements, exclusions, limitations and other conditions and warranties. Please contact the BHIB Councils Team if you require any further explanation or assistance.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The **Policy Wording** will include conditions that you must meet so cover applies if a claim is made. The insurer can refuse to pay out if all the policy's conditions are not met.

The policy may also include warranties. A **warranty** is a condition you must comply with precisely; if a warranty is not fulfilled, the insurer can suspend cover or cancel it.

Your insurer can refuse to pay out if you don't meet all its conditions. The proposal from the insurer can contain conditions called subjectivities. A **subjectivity** is something the insurer will want you to carry out within a standard timescale. For example, you could be asked to fill in a proposal form, provide details of your claims history, or undertake risk improvement measures.

Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these.

Failure to adhere to any significant endorsements, exclusions, limitations and other conditions and warranties can invalidate your policy, compromise your cover and result in claims not being paid. It is therefore vital that you are clear on your responsibilities. Please refer to the enclosed Policy Schedule and Policy Wording documents for further information.

The insurer may also add an excess or exclusions. An excess is the amount paid, or the insurer holds back in the event of a claim (excess details are noted below). An exclusion is a clause in the policy that states which risks the insurance won't cover.

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Important Changes to the Current Policy from Renewal

Details of any changes will be shown on any enclosed 'Notice to Policyholders' or 'Important Information' documents.

Important Information

Please refer to the enclosed ***BHIB Councils Insurance Important Notices & Information*** document.

Duty of Fair Presentation

It is your responsibility to provide a fair presentation of the insurance risk by carrying out a reasonable search for information, including obtaining information from senior managers or other parties within your organisation or anybody who your business outsources any tasks to.

You must disclose every material circumstance which you know or ought to know or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

To ensure that your business is adequately covered, you have an ongoing responsibility to share all material circumstances about your business are accurate and in good faith. Details about your business, its activities and how it is managed must be reported to your insurers. This means you must disclose:

- All known material circumstances which may influence your insurers' assessment of the risk, for example:
 - Changes to your address, premises, or security
 - Contractual obligations to customers and suppliers
 - Changes to processes or your customer base
 - New products and services
 - Importing/Exporting to or from foreign markets
 - Opening offices or employing staff overseas
 - Past Convictions, County Court Judgements, Bankruptcies, or company/individual voluntary arrangements
 - Been the subject of recovery action by HM revenue and customs
 - Been prosecuted, served prohibition, or served an important order or notice under health and safety legislation or environmental protection legislation
 - Been disqualified from being a company director
- The knowledge of your senior management team, as well as directors, middle management and staff who may have knowledge of information material to the nature of your business now or any changes which might affect the profile of your risk in the future.
- You are obliged to undertake a reasonable search of any information relating to your business held by external parties employed to advise the business, such as consultants, managing agents, accountants, solicitors, or risk managers.

Cancellation Rights

You have the right to cancel this insurance after the inception or renewal date, as described in the Insurance Product Information Document (IPID) or in your Policy Wording.

Claims

Insurers require you to notify details of claims or circumstances that may give rise to a claim against you. This Condition sets out the insurer's requirements for notifying claims and the procedures to be adopted and complied with. For example, you must not admit liability or prejudice the insurer's position and if you do, insurers could repudiate claims.

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Additional Benefits

Local Council Awards Scheme (LCAS)

If you hold a Foundation, Quality or Gold Quality Award, you are entitled to a premium discount, in addition to any discounts already applied to this quotation. Simply contact the Local Councils Insurance Team on the contact number noted below, confirming your LCAS status for us to provide an amended quotation.

Long Term Undertaking (LTU)

This quotation includes a Long-Term Undertaking (LTU) discount. An LTU gives you the benefit of ensuring that your policy will renew based on the same underlying rates as those used for the first year's quotation. Please be aware that premiums are adjusted proportionally, according to any revised sums insured you declare to us, for example, during the policy period, or in advance of a renewal. Premiums are also adjusted proportionally, according to fluctuations in the value of annual index linking applied at each renewal by your insurers (as explained above). Your insurers reserve the right to adjust the underlying rates and terms, where there have been claims made during the period preceding a renewal. Any changes to the rate of Insurance Premium Tax, in accordance with HMRC instructions, will also apply at each renewal. As you have chosen to enter a Long-Term Undertaking, you are agreeing to maintain this insurance policy until point of renewal three years from the commencement of this agreement. This LTU relates solely to this product and cannot be transferred to another policy or insurer.

Other Insurance Products

BHIB Cyber for Councils

Working with Talbot Underwriting Ltd we can arrange additional cover which will help you in the event of a cyber-attack, and any liabilities that arise due to a breach of privacy legislation (GDPR).

The policy provides:

- Limit of Indemnity: £250,000
- E-Theft Extension (Social Engineering/Funds Transfer): £25,000
- 10 free device licences for award-winning endpoint protection AVAST Antivirus Pro Plus and cloud data backups (RRP £400 per annum) which satisfies policy conditions.

The policy also offers a range of benefits which are exclusive to the BHIB Cyber for Councils policy, including:

- Small councils can work in partnership and have a joint policy with up to 3 other councils, enabling you to split the cost and share the 10 free AVAST Antivirus Pro Plus device licences
- Free 1 hour Cyber/GDPR consultation with a Compliance specialist who has experience as a councillor, to offer information and guidance. Further consultancy is available at an extra cost.

Please find further details enclosed.

Your Parish Online Subscription

Your free Parish Online subscription from BHIB Councils Insurance will end at this renewal (date as above). To continue to benefit from using Parish Online, your mapping software renewal subscription will include a 20% discount, courtesy of BHIB Councils Insurance. If you wish to renew your subscription or require support please contact support@parish-online.co.uk or visit www.pariah-online.co.uk.

What To Do Next

Please read through the enclosed documents carefully, ensuring the cover details accurately reflect your requirements.

If you would like to go ahead and renew cover, please contact us by phone or email. It is essential that we receive instructions to proceed with cover and payment prior to the renewal date.

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Paying for Your Policy

Credit/Debit Card:	Please access our online BHIB Self Service Portal* or call BHIB on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help.
BACS/Automatic Transfer:	Account Name: BHIB Ltd Account No.: 01100742 Sort Code: 56-00-60 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to BHIB Ltd and send to, BHIB Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.

Premium Finance

You may be able to spread the cost of your insurance premium across regular monthly instalments; if you choose this method a Premium Finance Loan Application will be sent to you for completion. Please note BHIB is a credit broker and not a lender, we will not provide you with any advice regarding finance and will only approach Close Brothers Premium Finance (CBPF). BHIB Ltd is remunerated for arranging credit. Please refer to the enclosed Premium Finance Information Sheet for further information.

Finance Provider	Close Brothers Premium Finance (CBPF)
Loan Amount	£548.57
Interest Amount (6.75%)	£37.03
10 Monthly Instalments of	£58.56
Total Payable	£585.60
APR	17.48%
Instalment Term	10 Months
Policy Term	12 Months

The above table shows the premium which would be financed by Close Brothers Premium Finance, at a charge of 6.75% (Typical 17.48% APR variable).

The policy term is 2 months longer than the instalment plan. Financing the premium at £585.60 means the overall cost will be more expensive than making a single payment of (£548.57), the additional cost amounts to £37.03

Please refer to the enclosed Premium Finance Information Sheet for further information.

We look forward to receiving your instructions, however, should you have any queries in relation to the quotation please contact us.

Yours Sincerely

BHIB Councils Team
Email: enquiries@bhibcouncils.co.uk
Telephone: 0330 013 0036
Website: www.bhibcouncils.co.uk
Twitter: @bhibcouncils

BHIB Leicester

AGM House,
3 Barton Close,
Grove Park, Enderby,
Leicester
LE19 1SJ

T.0330 013 0036
E.enquiries@bhibaffinities.co.uk
www.bhibcouncils.co.uk

Local Councils

Policy Schedule

14/04/2023

Important (Material Circumstances)

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible. You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Your Details

Name of Council:	Owslebury & Morestead Parish Council
Correspondence Address:	58A Priors Dean Road Winchester Hampshire SO22 6JU
Business:	Local Council
Schedule produced on:	14/04/2023
The county association of local council you are affiliated to:	Not Declared
Population of Council Area:	Up to 1,000

Period of Insurance

Effective dates	From:	01 June 2023
	To:	31 May 2024
Renewal date:		01 June 2024
LTA Expiry Date:		31 May 2025

Your Insurance Adviser's Details

BHIB Limited
AGM House
3 Barton Close
Grove Park
Enderby
Leicester
LE19 1SJ

The Schedule details for each Section are shown in the following pages.

Premium Details

Annual Premium (excluding Terrorism):	£467.47
Insurance Premium Tax:	£56.10
Total Amount Due (excluding Terrorism):	£523.57
<hr/>	
Overall Annual Premium:	£467.47
Overall Insurance Premium Tax:	£56.10
Policy Administration Fee:	£25.00
Overall Amount Due:	£548.57

Cover Summary

Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£250,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Not Covered	Nil

Applicable to all Sections where stated.

Excess

From the amount of all claims in respect of one Occurrence, which shall be adjusted in accordance with the terms Exclusions and Conditions of this Policy, the Insurer will deduct the amount of the Excess stated.

Insurance Limits (and Sub-limits) are inclusive of Excesses.

Only one Excess will apply in respect of any one Occurrence. In the event that more than one Excess applies, then only the higher Excess will apply.

Sub Limits

Sub-limits form part of the Limit of Liability and, unless otherwise stated, do not apply in addition to it.

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

Part A - Property Damage and Business Interruption

Section 1 - Property Damage

Property Insured	Declared Value	Sum Insured
Buildings	£1,642	£1,970
Contents	£12,500	£15,000
Other Property Insured away from the Premises		
Street Furniture	£30,000	£36,000
Gates and Fences	£12,500	£15,000
Playground Equipment	£66,548	£79,857
CCTV Equipment	Not Insured	£0
War Memorials	£30,000	£36,000
Ground Surfaces	£10,107	£12,128
Mowers and Machinery	£5,000	£6,000
Sports Equipment	£10,000	£12,000
Regalia	Not Insured	£0
Terrorism	Not Insured	

Section Excess: £125

Excess in respect of all Subsidence claims: £1,000

Excess in respect of all Terrorism claims: Nil

Territorial Limits: Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Property Damage Extensions - Sub-Limits

	Sub-Limit of Indemnity
Decontamination and Clean Up Expense	£25,000
Deterioration of Freezer Stock	£1,000
Fire Brigade Charges and Extinguishing Expenses	£25,000
Inadvertent Omission to Insure	£250,000
Involuntary Betterment	£25,000
Landscaping Costs	£25,000
Locks	£5,000
Metered Utility Charges	£25,000
Mitigation of Environmental Impact	10% of the Building Sum Insured or £50,000 whichever is less
Mitigation of Loss	£10,000
Motor Vehicles	£10,000
Pair and Set / Consequential Reduction in Value	£10,000
Resilient Repairs - Extra Costs	£10,000
Third Party Sites	£10,000
Trace and Access	£25,000
Unauthorised Use of Metered Utilities	£10,000

Section 1A - Money

Money	Insured
Crossed cheques and other non-negotiable Money	£250,000
In Transit or in the Insured's premises during business hours, or in a bank night safe	£2,500
In a locked safe at the Insured's premises out of business hours	£2,500
Out of a safe at the Insured's premises out of business hours	£350
In the private dwelling houses of any councillors or clerks	£350
Whilst at exhibitions and/or fetes	£350
Personal Accident (Assault) - if any Employee or other person entrusted with money is injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. Scale of benefits as follows:	
1. Death	£25,000
2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£25,000
3. Permanent Total Disablement	£25,000
4. Temporary Total Disablement	£100 per week
5. Temporary Partial Disablement	£50 per week
6. The cost of professional counselling	£30 per hour £1,000 per person £5,000 in the aggregate during the Period of Insurance
7. Clothing and Personal Effects	£250
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Section 2 - Business Interruption

	Cover	Sum Insured
Item 1 - Gross Revenue Maximum Indemnity Period: 12 Months	Insured	£22,832
Item 2 - Additional Increased Cost of Working	Not Insured	
Item 3 - Standalone Increased Cost of Working	Not Insured	
Item 4 - Loss of Rent Receivable	Not Insured	
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

Business Interruption Extensions – Sub-Limits

The following Sub-Limits only apply when Section 2 Item 1 above is marked as 'Insured'.

	Sub-Limit of Indemnity
Extended Premises	
Customers' Premises	£50,000
Suppliers' Premises	£50,000
Third Party Premises	£50,000
Transit	£50,000
Extended Incident	
Notifiable Human Disease and Other Health Risks	£50,000
Prevention of Access and Loss of Attraction	£50,000
Utilities	£50,000
Excess	
Utilities	£500

Property Damage and Business Interruption Extensions - Sub-Limits

Claims Preparation Expenses:

£10,000 any one occurrence and £50,000 in the aggregate for the Period of Insurance

Applicable to claims above £50,000 in value only:

Part B - Liabilities

Section 3	Employer's Liability	Limit of Indemnity	£10,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	Territorial Limits		Worldwide in connection with the Business conducted by the Insured from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	Employer's Liability - Sub-Limits		
	Terrorism		£5,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
	War		£5,000,000 any one claim or series of claims arising out of any one occurrence or series of occurrences consequent on or attributable to one source or original cause
Section 4	Public Liability	Limit of Indemnity	£10,000,000 any one occurrence
	Products Liability <i>(Personal Injury and or Property Damage caused by the Insured's Products)</i>	Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate for the Period of Insurance
	Pollution Liability	Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate for the Period of Insurance
	Territorial Limits		Worldwide in connection with the Business conducted by the Insured from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
	Public and Products Liability Extensions - Sub-Limits		
	Indemnity to Hirer		£2,500,000 any one occurrence and in the aggregate for the Period of Insurance
	Advertising Indemnity		£1,000,000 any one occurrence and in the aggregate for the Period of Insurance
Excess			
Amount	£250		any one claim or series of claims arising out of any one Occurrence relating to Property Damage
	Nil		all other claims

Part C - Additional Covers

Section 5	Fidelity Guarantee	Limit any one Loss	£250,000 any one occurrence and in the aggregate for the Period of Insurance	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
		Sub-Limits		
		Auditors Fees	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition	
		Re-Writing of Records	10% of the total payment otherwise agreed under the claim subject to a maximum of £50,000 payable in addition	
Section 6	NCD & Excess Protection		Not Insured	
		Loss of No Claims Discount	£500	
		Application of Excess Protection	£250	
Section 7	Libel and Slander	Limit of Indemnity	£250,000 any one occurrence and in the aggregate for the Period of Insurance	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
		Co-Insurance	10%	
Section 8	Officials Indemnity	Limit of Indemnity	£500,000 any one occurrence and in the aggregate for the Period of Insurance	
		Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	
Section 9	Personal Accident		Insured	
		Operative Time of Cover	Whilst carrying out official duties	
		Scale of Compensation - Ages 16-75		
		1. Death	£100,000	
		2. Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	£100,000	
		3. Permanent Total Disablement	£100,000	
		4. Temporary Total Disablement	£200 per week	
		5. Temporary Partial Disablement	£100 per week	
		Excess period for items 4 & 5	14 days	
		Maximum Benefit Period for items 4 & 5	104 weeks	
			In respect of any Insured Person who at the commencement of the current Period of Insurance is between the ages of 76 and 85 years the amounts stated in Items 1 and 2 of the Scale of Compensation are each reduced to £10,000.	

Continental Scale

Compensation under Item 2 of the Scale of Benefits will be paid in accordance with the following percentages subject of a maximum payment of 100% in the aggregate which the Insured Person has survived for at least one month

a)	Permanent Total Disablement	100%
b)	Permanent Loss of One or More Limbs	100%
c)	Loss of Limb(s), Loss of Hearing, Loss of Sight or Loss of Speech	
i)	Loss of Sight in One or Both Eyes or Loss of Hearing in Both Ears	100%
ii)	Loss of Hearing in One Ear	10%
d)	Permanent Loss by Physical Separation of	
i)	One Thumb	
	Both Phalanges	20%
	One Phalange	7%
ii)	One Index Finger	
	Three Phalanges	9%
	Both Phalanges	6%
	One Phalange	2%
iii)	One Other Finger	
	Three Phalanges	7%
	Both Phalanges	5%
	One Phalange	2%
iv)	One Great Toe	
	Both Phalanges	6%
	One Phalange	3%
iv)	One Other Toe	
	Three Phalanges	3%
	Both Phalanges	2%
	One Phalange	1%

Territorial Limits	Worldwide
Legal Expenses	Insured
Limit of Indemnity	£250,000
Employee Compensation Aggregate Limit	£1,000,000
Territorial Limits	As stated in the Policy

Aviva Legal Helpline

The Policy provides automatic free access to the Aviva Legal helpline. This is available 24 hours a day, 365 days a year. To contact the Aviva Legal helpline, please phone 0345 300 1899 and have the Policy Number available on request.

Endorsements

The following endorsements are applicable to your BHIB Local Councils Policy Wording, in addition to the cover provided under the BHIB Local Councils Policy Booklet | v.02.10.2019 policy wording.

Cover is provided effective from the commencement of your Period of Insurance specified in your Policy Schedule at no additional charge, and is subject to the General Conditions, Exclusions and definitions detailed within your policy wording.

Additional Endorsements

[3] - Clerk Absence Cover

The following Extension is added to Part A - Section Two - Business Interruption:
The **Insurer** will indemnify the **Insured** against;

1. death of the **Insured's Clerk**, or;
2. total and permanent disablement of the **Insured's Clerk**, which prevents them from attending to their normal occupation,

due to injury caused by accidental and violent means

We will only pay the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the normal activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place

The liability of the Insurer under this extension shall not exceed a maximum of £500 per week, and £5,000 in any one **Period of Insurance**.

[30] - Tree Felling and Lopping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay for necessary and reasonable costs and expenses incurred by the **Insured** with the Insurer's consent for the lopping or removal of trees for which the **Insured** is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the **Property Insured**.

However, this Extension will not cover legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

[31] - Fly Tipping Cover

The following Extension is added to Part A - Section One - Property Damage:

The **Insurer** will pay the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**.

The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

[AMENDED] - Amended Policy Introduction

The following applies to your policy:

The Policy Introduction is amended and restated as follows:

Introduction

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

- your policy wording;
- the information contained on your "Statement of Fact" document issued by us;
- the policy schedule
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading "Important Information" which we give you when you take out or renew your policy.

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

The following paragraphs remain unaltered:

- **Important**
- **Breach of Term**
- **Terms not relevant to the actual loss**

[COVEX] - General Exclusions - Coronavirus

The following is added to the General Exclusions at the back of your policy booklet.

3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
 - a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);
or
 - b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,
including, without limitation to the scope of the foregoing:
 - i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,
or
 - ii. Any fear or threat of a. , b. or i. above.

However, this Policy Exclusion does not apply in respect of the following Sections when insured by this policy

- a. Employers' Liability
- b. Public and Products Liability
- c. Fidelity Guarantee
- d. Officials Indemnity
- e. Personal Accident

[GDPRCLP] - Data Protection Act wording amendment (CLP)

Part C Section 10 Legal Expenses

The Data Protection clause is restated as follows

2. Legal defence

B. Data Protection

1. The **Insurer** will defend the legal rights of an **Insured Person** following civil action taken against the **Insured Person** for compensation under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing. The **Insurer** will also pay any compensation award made against the **Insured Person** under Section 13 of the Data Protection Act 1998) or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.
2. The Insurer will represent the **Insured** in appealing against the refusal of the Information Commissioner to register the **Insured's** application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice.

Provided that at the time of the insured incident, the **Insured** is registered with the Information Commissioner in respect of Contingency 2B a)

[GDPRELPL] - Data Protection Act wording amendment (EL/PL)

4. Data Protection Act

The indemnity provided by this Extension is on a "claims made" basis

Under this Extension the **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Person Entitled to Indemnity** in respect of their liability to pay

- a. compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing and defence costs and expenses incurred with the consent of the **Insurer**
- b. defence costs incurred with the consent of the Insurer in relation to a prosecution brought under the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The maximum We will pay for all claims happening during any one period of Insurance is £1,000,000

Provided that

- a. Item a) of this Extension shall not apply
 - i) in respect of Section 3 Employers' Liability to such damage or distress that is not suffered by an **Employee**
 - ii) in respect of Section 4 Public and Products Liability to such damage or distress that is suffered by an **Employee**
 - iii) to the extent that an indemnity is provided elsewhere in this **Policy**
- a. Item b) of this Extension shall not apply
 - i) in respect of Section 3 Employers' Liability where the infringement leading to the prosecution does not relate to the personal data of an **Employee**
 - ii) in respect of Section 4 Public and Products Liability where the infringement leading to the prosecution relates to the personal data of an **Employee**
- a. this Extension is subject to the Insured having registered in accordance with the terms of the Data Protection Act 1998 or under Article 82 of the General Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing
- b. any claim for compensation is first made or prosecution first brought against the **Insured** during the **Period of Insurance**
- c. this Extension will not apply in respect of
 - i. the payment of fines or penalties
 - ii. the cost of replacing reinstating rectifying or erasing any data
 - iii. claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this **Policy**

[IL001] - Index Linking

Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted **Sums Insured** and/or Declared Values.

For **Contents** and other **Property** specifically described in the **Schedule** (other than **Stock**), the Retail Price index (or some other suitable index **the Insurers** decides upon) will be used.

The above percentage changes will continue to be applied between the date of any damage and the date when replacement or repair has been completed.

[SKATE] - Skate Park Endorsement

If in relation to any claim you have failed to fulfil any of the following conditions, You will lose

Your right to indemnity payment for that claim.

You must ensure that in connection with skateboard parks

1. all structures including the skating surfaces
 - a. are manufactured and installed to the appropriate standard and maintained in good condition
 - b. are inspected by a competent person at least weekly and
 - i. all defects or risks to health or safety immediately rectified
 - or
 - ii. the structure taken out of use
2. You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the facility and clearly stating any restrictions on its use
3. You will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use.

We will not provide indemnity in respect of Bodily Injury to persons taking part in activities in the Skateboard Park unless caused by defects in the structure

Long Term Undertaking - Expiry Date 31 May 2025

Reduced Premium

In consideration of the reduced premium at which this insurance is written You have agreed to an undertaking to offer at each renewal until the expiry date stated in the Schedule the insurance under this Policy, on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually it being understood that

- a. We shall be under no obligation to accept an offer made in accordance with this undertaking
- b. The Sums Insured or Limits of Indemnity may be reduced at any time to correspond with any reduction in value or business.

The above -mentioned undertaking applies to any policy or policies which may be issued by Us in substitution for this Policy.

Local Council Awards Scheme (LCAS) Status

The Local Council Awards Scheme has not been attained.

Important Information

Data Protection – Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include BHIB Insurance Brokers, who are responsible for the sale and distribution of the product, and any applicable reinsurers.

Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make. Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the

information we have collected.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

Marketing

We may use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will do this in accordance with any marketing preferences you have provided to us. We may continue to do this after your policy has ended.

If you wish to amend your marketing preferences please contact us:

By phone: 01603 622200 or +44 1603 604999 (from abroad)

By email: helpdesk@aviva.co.uk

By Post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

To see how you can change your preferences in MyAviva or view your choices for online advertising visit our full Privacy Policy at www.aviva.co.uk/privacypolicy

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Fraud Prevention and Detection

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

- Share information about you with other organisations and public bodies including the Police
- Undertake credit searches and additional fraud searches

- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

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

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR. Telephone: 0345 300 0597. Email PIUUKDI@AVIVA.COM

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

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

Claims History

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

You should show these notices to anyone who has an interest in the insurance under the policy.

Complaints Procedure

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact your insurance adviser or usual Aviva point of contact.

Aviva are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone you can also use the European Commission's Online Dispute Resolution for logging complaints. To use this service the European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Financial Services Compensation Scheme

Aviva are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations, depending on the type of insurance and circumstances of your claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

Choice of Law

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

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

Telephone Call Charges and Recording

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

Material Circumstances

IMPORTANT – This policy is a legal contract

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

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

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

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

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

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion..

Claims since inception of this policy

Any claim which has been reported to Insurers under this policy is deemed to have been included in this Statement of Facts and does not need to be separately shown within the claim section of this document.

THIS AGREEMENT is made the 30th day of April 2023

Between

Colden Common Parish Council hereinafter called the “Lead Parish” of the one part

and

[Owslebury](#) Parish Council (hereinafter called the “Associate”) of the other part

WHEREAS

- 1) The Lead Parish, under an agreement made with Hampshire County Council has agreed to undertake the duties of lead parish in a Parish Lengthsman scheme (referred to here as “The Scheme”).
- 2) The Scheme will include The Lead Parish and up to [insert number of associate parishes] other parish councils (the “Associates”) and will operate for one year from 1st April 2023 to 31st March 2024 under this agreement (“Agreement”).
- 3) Hampshire County Council will provide funding to the Lead Parish, which will arrange for the works and services to be provided for the Scheme by a contractor (“Parish Lengthsman”).
- 4) The Lead Parish Council has agreed to fulfil certain obligations to Hampshire County Council and to procure that the Associates shall fulfil those same obligations, insofar as it concerns the activities of the Scheme within the Associate’s parish.

NOW IT IS HEREBY AGREED

1. Operational Matters

- 1.1. The Lead Parish and the Associate will agree a schedule of dates when the Parish Lengthsman will work at the parish of the Associate. The time of the Parish Lengthsman will be allocated to the Associate in proportion to the number of Parishes in the Cluster.
- 1.2. In the event that the Associate requires a level of service above that which is funded under the Scheme, the Associate shall meet any such cost.
- 1.3. The Lead Parish will make the following funding available for the Scheme:
One thousand pounds (£1,000) per annum per Associate.
- 1.4. While the duties of the Parish Lengthsman will be performed under contract with the Lead Parish, the Associate will be responsible for the allocation of tasks, supervision of work, confirmation of hours worked, and approval of any

expenses incurred in carrying out of duties while at the parish of the Associate.

- 1.5. The Associate undertakes to remit any records of work carried out under this Agreement in a timely fashion.
- 1.6. The Associate undertakes that it will ensure that the Parish Lengthsman carries out those duties in accordance with the practices and procedures prescribed by the Lead Parish.
- 1.7. The Associate will allocate tasks that are included in Schedule 1 to this Agreement only and will not allocate tasks set out in Schedule 2 to this Agreement.
- 1.8. In providing the services and works under this Agreement the Associate shall conform to policies, specifications, procedures, standards and directions provided by the Lead Parish on behalf of Hampshire County Council
- 1.9. Where common forms or documents have been agreed by the parties the Associate shall use such forms and documents.
- 1.10. Under the Health and Safety at Work Act 1974, The Lead Parish and the Associate have a duty to ensure the Health, Safety and wellbeing of the Parish Lengthsman. This will include training in basic highway safety and the provision of safe working practices and procedures.
- 1.11 The Lead Parish may instruct the Associate to undertake Further Works as defined in Schedule 1). The costs for any Further Works shall be assessed and agreed between the Parties in writing.
- 1.12 The Associate will keep records of spend and works undertaken and will be remitted to the Lead Parish on a regular basis but at least every 3 months.

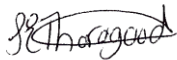
2. Insurance and Claims

- 2.1. The Associate shall take out and maintain Public Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £10,000,000 from a reputable insurer
- 2.2. The Lead Parish and the Associate acknowledges that claims and proceedings against the highway authority in respect of the provision of the Scheme by the Associate under this Agreement (other than claims under contracts undertaken by the Associate) shall be handled by Hampshire County Council.
- 2.3. Any such claims or other intimation of such proceedings received by the Associate shall be referred by the Associate to the Lead Parish and Hampshire County Council as soon as possible but in any event within 7 days of receipt of the claim together with all supporting information.

- 2.4. The Associate shall provide to Lead Parish and Hampshire County Council any witnesses, information, evidence, documents or other material necessary to enable Hampshire County Council to conduct or settle any subsequent proceedings.
- 2.5 This Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Lead Parish and Associate have executed this Agreement and delivered the same on the day and year first before written

Signed on behalf of
Colden Common Parish Council (Lead Parish)



Date 30th April 2023

[Owslebury](#) Parish Council (Associate Parish)

_____ Date _____

SCHEDULE ONE

DUTIES OF PARISH LENGTHSMAN

This schedule lists the duties the Parish Lengthsman may undertake.

1 Drainage

- Clearing existing drainage grips
- Maintaining ditches
- Cleaning channels
- Clearing outfalls
- Rodding pipes (off highway)
- Flood prevention works (as specifically directed by the Parish Council as “Further Works”)

2 Signage

- Cleaning (non illuminated)
- Minor repairs

3 Other Minor Works

- Remove soil/detritus
- Cutting back vegetation overhanging the road or footway
- Clearing footways of weeds/moss
- Removing vegetation from parapets or fences
- Grass strimming
- Reporting defects
- Sweeping
- Litter picking
- Removing flyposting
- Unauthorised sign and graffiti removal
- Cleaning street name plates
- Cleaning bus shelters
- Minor repairs to street furniture
- ‘Village upkeep’

SCHEDULE TWO

EXCLUDED WORKS

This schedule lists the duties the Parish Lengthsman may not undertake.

1 Cleaning, repair or any work on:

- Street Lighting
- Illuminated signs and bollards (i.e. any street furniture with an electrical connection)
- The live road, unless the approved traffic management course has been passed
- and, Patching and structural repairs (no excavation due to possibility of underground apparatus)
- Emergency call-outs to highway incidents