



Members of Barrow Parish Council are summoned to attend a Council meeting on Monday 13 March 2023 at Whalley Old Grammar School, commencing at 6.30pm.

**Members of the public are welcome to attend.**

## **Agenda**

- 1. Apologies for absence.**
- 2. Approve the minutes of the Council meetings held on 30 January 2023.**
- 3. Declarations of disclosable pecuniary and other registrable and non-registrable interests.**

Members are reminded of their responsibility to declare any disclosable pecuniary, and other registrable and non-registrable interest in respect of matters contained in the agenda.

- 4. Public participation (if any).**

### **ITEMS for DECISION:**

- 5. Finance Report:**

Report of the Clerk (enclosed) to approve the:

- Accounts to date.
- Payments as set out in the report.

- 6. The Council's Equal Opportunities Policy.**

Report of the Clerk (enclosed) to consider and approve a revised Policy.

- 7. The Council's Finance Regulations.**

Report of the Clerk (enclosed) to consider and approve updated Regulations.

- 8. The Council's Model Publication Scheme.**

Report of the Clerk (enclosed) to consider and approve an updated Scheme.

- 9. Revised and Updated Action Plan.**

Report of the Clerk (enclosed) to consider and approve an updated Action Plan.

- 10. Grit Bin.**

Report of the Clerk (enclosed) to consider and approve the purchase of a grit bin.

- 11. CCTV Update.**

Report of the Clerk (enclosed) to consider and approve the purchase and installation of CCTV equipment.

- 12. Insurance Renewal.**

Report of the Clerk (enclosed) to consider and approve the renewal of the Council's insurance.

## **ITEMS for INFORMATION and DISCUSSION:**

### **13. Planning Report.**

Report of the Clerk (enclosed) to consider planning matters since the previous meeting.

### **14. Newsletter.**

Verbal update from the Clerk.

### **15. Setting up 'No Cold Calling Zones'**

Report of the Clerk (enclosed).

### **16. Update on Actions from Previous Meetings.**

Report of the Clerk (enclosed) updating members on actions from previous meetings.

### **17. Councillor Updates.**

Updates from Councillors.

*Mike Hill.*

*Clerk and Responsible Financial Officer to Barrow Parish Council.*

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# Agenda Item 2



## Minutes

### Parish Council – Ordinary Meeting

<b>Date:</b>	30 January 2023		
<b>Place:</b>	Whalley Old Grammar School – Whalley, Clitheroe.		
<b>Present:</b>	Councillors: L Street (Chair), L. Dewhurst, E. Kinder and D. Chiappi		
<b>In attendance:</b>	Clerk to the Council, Cllr. Birtwhistle, three parishioners including Stuart McGregor and Karen Heywood (BAG Chair) and three police officers including Sergeant Kevin Day.		
<b>Meeting started:</b>	18:30	<b>Meeting closed:</b>	21:15

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**1 APOLOGIES FOR ABSENCE.**

There were no apologies for absence.

**2 APPROVE THE MINUTES OF THE MEETINGS HELD ON 14 NOVEMBER 2022 AND 5 DECEMBER 2022**

Both sets of minutes were approved as correct records and signed by the Chair.

**3 DECLARATIONS OF DISCLOSABLE PECUNIARY AND OTHER REGISTRABLE AND NON-REGISTRABLE INTERESTS.**

There were no declarations of interest.

**4 PUBLIC PARTICIPATION.**

The Chair welcomed PCSO Ailsa Gill, Sergeant Kevin Day and constable Matt Hartup. The officers updated members and the parishioners on a range of issues including traffic matters and anti-social behaviour.

**5 FINANCE REPORT.**

The Clerk submitted a report seeking approval for the accounts to date and for payments as shown in the table below.

RESOLVED THAT COUNCIL:

1. Approve the accounts to date.
2. Approve the following payments:

PAYEE	DESCRIPTION	GROSS £	VAT £	NET £	MIN./ REF
Parish Clerk	3 month's salary to 31/12/22	1,872.00	0.00	1,872.00	Contract
Parish Clerk	3 month's expenses to 31/12/22	348.39	0.00	348.39	Sundry Expense
HMRC	3 month's income tax and NI to 31/12/22	476.97	0.00	476.97	Contract
Whalley Education Foundation	Room-hire - November meeting	26.00	0.00	26.00	General admin.
PM+M	Payroll services	33.30	5.55	27.75	Contract
<b>Totals</b>		<b>2,756.66</b>	<b>5.55</b>	<b>2,751.11</b>	

## **6 THE COUNCIL'S COMPLAINTS PROCEDURE.**

The Clerk submitted a report requesting members to approve a revised and updated Complaint's Procedure.

Members were reminded that the complaints procedure is designed to deal with complaints made about the Council's action or perceived lack of action, or about the standard of a service, whether the action was taken, or the service provided by the Council itself acting as a body corporate, or by a person or body acting on behalf of the Council.

RESOLVED THAT COUNCIL:

Approve the Council's updated Complaints Procedure as set out in Appendix 1 to the Report.

## **7 CO-OPTION OF A PARISH COUNCILLOR.**

The Clerk submitted a report for members to approve the filling of a casual vacancy for a Parish Councillor by co-option.

Member were reminded that due to the resignation of Cllr. Jean Brown, in October 2022 a Notice of Vacancy was placed on the Council's noticeboard and website and that there were no requests from parishioners requesting an election, hence the Council can fill the vacancy by co-option.

The report noted that one parishioner had expressed interest (by contacting the Clerk) in becoming a Councillor - Stuart McGregor. Members were reminded that Mr McGregor was a Barrow Parish Councillor until March 2019. Mr McGregor had stated that if he was co-opted he would only be available as a councillor until May 2023 and is willing to be the Council's representative on the Burial Committee.

RESOLVED THAT COUNCIL:

1. Unanimously approve Mr McGregor's co-option to the Parish Council.
2. Authorise the Clerk to inform RVBC of the co-option and complete the necessary paperwork.

## **8 PLANNING REPORT.**

The Clerk submitted a report informing members of the relevant planning applications that had been submitted since the last meeting. Members were reminded that weekly planning applications and decided lists of planning applications are available to view on the RVBC website by using the link below:

[https://www.ribblevalley.gov.uk/weekly\\_lists](https://www.ribblevalley.gov.uk/weekly_lists)

RESOLVED THAT COUNCIL:

Note the contents of the report.

## **9 ACTION PLAN.**

The Clerk submitted a report asking members to consider the parishioners views from the recent survey and agree a Plan of Action based on the survey results and the Council's plan of action considered at the 18 July 2022 Council meeting.

Members are reminded that the Action Plan would be a dynamic document with flexibility in both the areas of activities and their priorities, and that new activities and revised priorities would come into play during 2023. The Report noted that the proposals would be designed to improve the parish for the benefit of all residents.

RESOLVED THAT COUNCIL:

1. Note the contents of the Report.
2. Agree to provide the Clerk with comments on the draft Action Plan prior to the next Council meeting.

## 10 CCTV NEXT STEPS.

The Clerk submitted a report asking members to consider the Council's next steps in the procurement of CCTV equipment.

Members were reminded that:

- On 15 November 2022 the Clerk, Councillor Street and Jon Harris from ITUS Security Systems (ITUS) carried out a site assessment regarding the possible locations of CCTV equipment in the Parish.
- Following the assessment, ITUS provided the Council with a general quotation for the cost of equipment and installation.
- 25% of any costs incurred by the Parish Council on the purchase of CCTV equipment can be claimed back via the Concurrent Grant Scheme.
- Once the exact locations and type of equipment had been agreed, ITUS would be asked to provide a formal quotation.

RESOLVED THAT COUNCIL:

1. Authorise the Clerk to contact ITUS to review the initial installations and provide a formal quotation.
2. Agree to contact the resident of the property overlooking the playing fields and seek permission to install a camera.

## 11 NEWSLETTERS.

Members discussed the issue of a Spring Newsletter.

RESOLVED THAT COUNCIL:

1. Agree for Members to submit proposed content to the Clerk prior to the next Council meeting.
2. Request the Clerk to submit a draft Newsletter to the next Council meeting.

## 12 COUNCILLOR UPDATES.

Verbal updates and discussions took place regarding the following items:

- **Grit bins.**  
ACTION: Members to provide the locations where grit bins are required to the Parish Clerk.
- **The major roundabout at Barrow Brook.**  
ACTION:  
Cllr Birtwhistle to contact LCC Highways regarding the state of the roundabout at Barrow Brook/A59
- **The small roundabout at Barrow Brook.**  
ACTION:  
Cllr Birtwhistle contact RVBC regarding the unkept state of the roundabout.
- **The proposed Coat of Arms and Barrow Boundary Signs.**  
ACTION:  
Cllrs Street and Dewhurst to progress the matter.
- **The Woodland Path.**  
ACTION:  
Cllr Birtwhistle to continue to progress the matter.
- **The overgrown Hedge near the post box/Whiteacre Lane.**  
ACTION:  
The Clerk to contact LCC.

- **The Barrow boundary in relation to precept charges.**

ACTION:

The Clerk to contact RVBC regarding the matter.

### **EXCLUSION OF PUBLIC AND PRESS**

RESOLVED THAT COUNCIL:

Agree that under Section 100A of the Local Government Act, 1972, the public and press be excluded from the meeting for the following item of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraphs 1, 2 and 3 of Schedule 12A of the Act.

#### **13 APPOINTMENT OF GARDENING SERVICES CONTRACTOR.**

The Clerk submitted a report asking Council to consider the quotes set out in the Report and appoint a contractor to maintain the three flower beds at Trafford Gardens and provide other ad-hoc garden services.

RESOLVED THAT COUNCIL:

1. Agree to appoint Dan's Lawn and Garden Care on the terms set out in the report.
2. Authorise the Clerk to inform the successful contractor and draft a Service Contract.

#### **14 DATES OF FUTURE MEETINGS.**

All meetings start at 6:30pm and are held at Whalley Old Grammar School Community Centre, Station Road, Whalley, BB7 9RH

- 13 March 2023
- 15 May 2023
- 17 July 2023
- 18 September 2023
- 13 November 2023

### **SUPPLEMENTARY AGENDA ITEMS:**

#### **15 NOMINATIONS FOR MEMBERS OF THE BURIAL COMMITTEE.**

RESOLVED THAT COUNCIL:

Nominate Cllr Stuart McGregor as the Council's named nominee for the Burial Committee. Where possible the Council will aim to send one additional councillor, to each Burial Committee meeting.

#### **16 KING'S CORONATION.**

RESOLVED THAT COUNCIL:

1. Agree to contact parishioners on ideas for celebrating the King's Coronation.
2. Request the Clerk to report to the next Council meeting on proposals for celebrating the coronation.

#### **17 NO COLD CALLING AREAS.**

RESOLVED THAT COUNCIL:

Authorise the Clerk to contact LCC regarding the process for setting up 'No Cold Calling' areas.

#### **18 BARROW BROOK LAKE.**

RESOLVED THAT COUNCIL:

Discussed the issue of floating pallets and the amount rubbish and will monitor the situation.

**SIGNED BY CHAIR:**

**DATE:**

## Agenda Item 5

### For Decision



Meeting Date: 13/03/2023

Title: **Finance Report to 23/02/2023**

Submitted by: Clerk and Responsible Financial Officer

#### **Purpose of the report:**

To update members of the Council's financial position and to seek approval of the accounts to date and agree any payments to be made.

#### **Recommendations:**

1. Approve the Report.
2. Approve the Schedule of Payments.

## Schedule of payments to be considered for approval.

#	Ref.	Payee	Description	Gross £	Vat £	Net £	Due Date	Minute/ Ref.
1	sdebt19011	RVBC	Annual charge for grounds maintenance at Trafford Gardens and Playing Fields.	428.64	71.44	357.20	Paid	Contract
2	JM2149	Whalley Education Foundation	Meeting room hire.	26.00	0.00	26.00	Paid	Admin. Expenses
3	BAR61030	PM+M	Payroll Servcies (March Quarterly Charge)	33.30	5.55	27.75	Paid	Contract
4		CLlr D Chiappi	Long service gift to ex Councillor Jean Brown	99.97	16.66	83.31	14/03/23	Sundry Expenses
5	3383	ITUS Security Systems	Provision of CCTV Equipment	6,120.00	1,020.00	5,100.00		Agenda Item 11
6		Dan's Lawn and Garden Care	Garden Plants for Trafford Gardens	25.49	4,25		14/03/23	22/121 (b)
7		Dan's Lawn and Garden Care	Contracted Garden Services	56.00	0.00	56.00	14/03/23	230130/10 (1)
8		Ribble Valley Stonemasonry	Supply and fit boundary stones	3,100.00	0.00	3,100.00		BAC Funds
9	R2011421	Jati Ltd. (Corido)	Coronation Bench	660.00	110.00	620.00	Paid	BAC Funds
<b>Totals:</b>				<b>10,549.40</b>	<b>1,223.65</b>	<b>9,370.26</b>		

Item 5: Subject to approval of Agenda Item 11.

Item 8: Waiting for revised quote re-engraving of Barrow '3 Tree' logo.



# Receipts for the period 1st April 2022 to 31st March 2023.

Bank			Income Streams					Totals
Date	Reference	Details	RVBC Precept	VAT Repay	RVBC Grants	Other Grants	Sundry	
04/04/2022	00204582	RVBC - 2022/23 precept	21,000					21,000
03/06/2022	Unity Bank	Balance as at 03/06/2022					100.00	100
15/09/2022	HMRC VTR	VAT Repayment		1,084.00				1,084
10/10/2022	accy049379	Concurrent Grant			915.00			915
14/10/2022	AP 2806765	Bio Diversity Grant from LCC				300.00		300
24/10/2022		CLlr E. Kinder (duplicate payment)					40.16	40
01/11/2022		Oaklea Garden Services (duplicate payment)					101.25	101
01/11/2022		Barrow Action Group (ring-fenced donation)					10,979.11	10,979
<b>Total:</b>			<b>21,000</b>	<b>1,084.00</b>	<b>915.00</b>	<b>300.00</b>	<b>11,220.52</b>	<b>34,520</b>

## Note 1:

Switch from Barclays Bank to Unity Trust Bank occurred 17/06/22 = £27,015.32  
 Unity Trust bank had a balance of £100 on 16/06/22  
 Unity Trust Balance after Switch = £27,115.32

## Note 2: Barrow Action Group (ring-fenced donation).

At the 5 December 2022 Council Meeting:

RESOLVED THAT COUNCIL:

Agree to accept the funds as a charitable donation with the following conditions:

1. That the donated funds will be ring-fenced, in that they will only be used to improve the parish amenity.
2. That any suggestions made by the Chair of the Action Group, on how to spend the donated funds will be considered sympathetically by the Council.
3. That any additional expenses incurred by the Council in the administration of the funds or as a consequence of increasing its revenues will be met from the ring-fenced funds.

# Payments for the period 1st April 2022 to 31st March 2023

Dates		(DD) = Direct Debit (UB) = Unity Bank		Administration Expenses						Amenity Expenses			Sundry Expenses	BAG	VAT	Total
CHQ Stub	Bank Recon.	CHQ No.	Details	Clerk Salary	HMRC Tax/NIC	Home Use & Expenses	General Admin.	Website and IT Expenses	Other Expenses	Ground Maint. etc.	Playing Field	Other Expenses				
	01/04/22	DD	Easy Web					24.00							3.60	27.60
04/04/22	14/04/22	100232	LALC: Membership Subscription						319.41						-	319.41
04/04/22	14/04/22	100233	Oaklea Garden Services							56.25					-	56.25
04/04/22	11/04/22	100234	Clerk: Use of Home, Mileage and other expenses			144.30										144.30
		100235	Void													-
04/04/22		100236	HMRC		427.20											427.20
04/04/22	20/04/22	100237	PM+M Payroll Solutions				55.50								11.10	66.60
		100238	Void													-
12/04/22	19/04/22	100239	Clerk: 3 months salary	1,708.80												1,708.80
12/04/22	09/05/22	100240	Whalley Educational Foundation (Meeting Room)						65.00							65.00
12/04/22	04/05/22	100241	Purchase of bunting										39.55		7.90	47.45
12/04/22	25/04/22	100242	RVBC: lease of land at rear of Old Row Barrow									100.00				100.00
12/04/22	25/04/22	100243	RVBC: Ground Maintenance							346.80					69.36	416.16
		100244	Void													-
		100245	Void													-
		100246	Void													-
	03/05/22	DD	Easy Web					38.00							7.60	45.60
17/05/22	19/05/22	100247	Oaklea Garden Services:							56.25					-	56.25
17/05/22	20/05/22	100248	Joti Ltd: Jubilee Bench:									556.66			111.33	667.99
17/05/22	31/05/22	100249	Whalley Educational Foundation (Meeting Room)						26.00							26.00
17/05/22	23/05/22	100250	Stuart McGregor: Painting Barrow sign							44.00						44.00
17/05/22	25/05/22	100251	RVBC: Emptying bins on playing field								416.00				83.20	499.20
	01/06/22	DD	Easy Web					38.00							7.60	45.60
		100252	Void (mistake of amount on cheque)													-
01/06/22	15/06/22	100253	AER Accountants						200.00							200.00
01/06/22	17/06/22	100254	Mulberry Tree Management - Tree Assessment						150.00						30.00	180.00
01/06/22	22/06/22	100255	Notice Board Company									906.00			181.20	1,087.20
01/06/22	09/06/22	100256	Joti Ltd:Bench (Trafford Gardens Bench)									427.09			85.42	512.51
01/06/22	07/06/22	100257	Oaklea (Wheel barrow + plants at Barrow Sign)							66.10						66.10
01/06/22	07/06/22	100258	Oaklea Gardening (Improve Trafford Gardens)							600.00						600.00
01/06/22	08/07/22	100259	Clr. E. Kinder (plants near Jubilee Bench)							46.98						46.98
01/06/22	12/08/22	100260	Parishoner Margaret Farrent (plants under N/B)							21.16						21.16
	30/06/22	UB	UB Service Charge				18.00									18.00
	01/07/22	DD	Easy Web					38.00							7.60	45.60
	01/07/22	UB	Three months Salary - Clerk	1,872.00												1,872.00
	07/07/22	UB	Clr. E. Kinder (teak oil x 2 for new benches)							23.20						23.20
	20/07/22	UB	HMRC		477.78											477.78
	20/07/22	UB	Whalley Educational Foundation						52.00							52.00

Dates		(DD) = Direct Debit (UB) = Unity Bank		Administration Expenses						Amenity Expenses			Sundry Expenses	BAG	VAT	Total
CHQ Stub	Bank Recon.	CHQ No.	Details	Clerk Salary	HMRC Tax/NIC	Home Use & Expenses	General Admin.	Website and IT Expenses	Other Expenses	Ground Maint. etc.	Playing Field	Other Expenses				
	20/07/22	UB	Oaklea Gardening Services							56.25						56.25
	20/07/22	UB	Clerk (Purchase of Wooden Planter)									46.58			9.32	55.90
	20/07/22	UB	Clerk (Expenses for three months)			251.37										251.37
	22/07/22	UB	Sabden PC (cost of tarmac on playing fields)								1,420.00					1,420.00
	22/07/22	UB	PM+M Payroll Solutions (three months)				27.75								5.55	33.30
	22/07/22	UB	Sabden PC (Lenghtman Scheme)									1,500.00				1,500.00
	01/08/22	DD	Easy Web					38.00							7.60	45.60
	09/08/22	UB	Cllr. E Kinder (plants and sealer for planter)							40.16						40.16
	01/09/22	DD	Easy Web					38.00							7.60	45.60
	07/09/22	UB	Cllr. E Kinder (plants and sealer for planter)							40.16						40.16
	07/09/22	UB	Oaklea Gardening Services (July)							56.25						56.25
	07/09/22	UB	Oaklea Gardening Services (August)							56.25						56.25
	07/09/22	UB	Play Inspection Company								69.50				13.90	83.40
	27/09/22	UB	RVBC: Spider bin installation								347.57					347.57
	30/09/22	UB	Clerk: 3 months salary	1,872.00												1,872.00
	30/09/22	UB	UB Service Charge				18.00									18.00
	03/10/22	DD	Easy Web					43.00							8.60	51.60
	06/10/22	UB	Microsoft 365 Annual Subscription					49.99							10.00	59.99
	06/10/22	UB	Oaklea Gardening Services (September plus extras)							101.25						101.25
	17/10/22	UB	HMRC Cumbernauld		477.78											477.78
	01/11/22	DD	Easy Web					43.00							8.60	51.60
	01/11/22	UB	Purchasing 'Tommies' Remembrance Sunday										209.65		41.94	251.59
	01/11/22	UB	Altham Parish Council										50.00			50.00
	01/11/22	UB	PM+M Payroll Solutions (three months)				27.75								5.55	33.30
	01/11/22	UB	Clerk: Use of Home, Mileage and other expenses			292.60										292.60
	01/11/22	UB	Whalley Educational Foundation (Meeting Room)						26.00							26.00
	01/11/22	UB	Cllr. E Kinder (plants)							20.95						20.95
	01/11/22	UB	Cllr. E Kinder (wooden planter x2)							19.00						19.00
	01/11/22	UB	Oaklea Gardening Services							56.25						56.25
	01/11/22	UB	Oaklea Gardening Services							101.25						101.25
	07/11/22	UB	Proludic (spare parts 1)								66.72				13.34	80.06
	07/11/22	UB	Prolidic (spare parts 2)								85.18				17.04	102.22
	07/11/22	UB	Cllr. D. Chiappi (flowers for Jean Brown illness)										54.50			54.50
	28/11/22	UB	RBL Poppy Appeal										25.00			25.00
	01/12/22	DD	Easy Web					43.00							8.60	51.60
	05/12/22	UB	Christmas Tree										225.00			225.00
	12/12/22	UB	Oaklea Gardening Services							56.25						56.25
	12/12/22	UB	C Ball Forestry (tree felling)							400.00					80.00	480.00
	12/12/22	UB	Donation to Barrow Brownies										100.00			100.00
	12/12/22	UB	Whalley Educational Foundation (Meeting Room)						26.00							26.00

Dates		(DD) = Direct Debit (UB) = Unity Bank		Administration Expenses						Amenity Expenses						
CHQ Stub	Bank Recon.	CHQ No.	Details	Clerk Salary	HMRC Tax/NIC	Home Use & Expenses	General Admin.	Website and IT Expenses	Other Expenses	Ground Maint. etc.	Playing Field	Other Expenses	Sundry Expenses	BAG	VAT	Total
	30/12/22	UB	Clerk: 3 months salary	1,872.00												1,872.00
	31/12/22	UB	UB Service Charge				18.00									18.00
	03/01/23	DD	Easy Web					43.00							8.60	51.60
	05/01/23	UB	HMRC Cumbernauld		476.97											476.97
	18/01/23	UB	PM+M Payroll Services (three months)				27.75								5.55	33.30
	01/02/23	DD	Easy Web					43.00							8.60	51.60
	10/02/23	UB	Whalley Educational Foundation (Meeting Room)						26.00							26.00
	10/02/23	UB	PM+M Payroll Services (three months to April)				27.75								5.55	33.30
	16/02/23	UB	RVBC Grounds Maintenance (annual payment)							357.20					71.44	428.64
	21/02/23	UB	Coronation Bench - (BAC Funds)											620.00	40.00	660.00
TOTALS				7,324.80	1,859.73	688.27	220.50	478.99	890.41	2,621.96	2,404.97	3,536.33	703.70	620.00	983.29	22,332.95

Check Sum: 22,332.95

## Summary of Receipts and Payments

	£	
Balance brought forward at 1st April 2022:	12,384	
Add total <b>receipts</b> to date:	34,520	
Less total <b>payments</b> to date:	-22,333	
<b>Balance:</b>	<b>24,571</b>	<i>If these two figures are different an explanation is required.</i>
	£	
<b>Unity Trust Bank Balance as at 21/02/23:</b>	<b>24,571</b>	

# Comparisons as at 23/02/2023

	FINAL ACCOUNTS 2021/22	AGREED BUDGET 2022/23	ACCOUNTS TO DATE 2022/23
<b>INCOME</b>	£	£	£
RVBC Precept:	14,430	21,000	21,000
RVBC Grants:	1,111	0	915
HMRC VAT Refunds:	290	0	1,084
Sundry and Other Income:	113	0	541
<b>Barrow Action Group:</b>	0	0	<b>10,979</b>
	<b>15,944</b>	<b>21,000</b>	<b>34,520</b>
<b>EXPENDITURE</b>			
<b>Administration Expenses:</b>	£	£	£
Clerk's salary:	5,044	7,488	7,325
HMRC: Employers Tax and NIC:	64	1,950	1,860
Clerk expenses: Home use, mileage etc:	785	650	688
General Administration:	0	200	221
Website and email hosting, software/hardware:	216	600	479
General Costs - Insurance:	1,009	1,200	0
General Costs - Audit fees:	200	200	200
General Costs - Legal fees:	35	0	0
General Costs - Room hire etc:	25	200	371
General Costs - LALC Subscription:	279	290	319
	<b>7,657</b>	<b>12,778</b>	<b>11,463</b>
<b>Amenity Expenses:</b>	£	£	£
General maintenance: Parish lengthsman etc.:	1,500	1,500	1,500
Car park rental: RVBC	100	100	100
Car park - maintenance:	0	400	0
Playing field - improvements:	15	2,500	1,420
Playing field - inspections:	68	100	70
Playing field - maintenance:	1,404	400	152
Playing field - bin emptying RVBC:	398	500	764
Ground maintenance - grass cutting RVBC:	0	420	704
Trafford Gardens - ground maintenance:	0	700	1,039
Amenity capital spend (benches etc.):	0	700	1,936
General maintenance and improvement:	692	1,500	879
	<b>4,177</b>	<b>8,820</b>	<b>8,563</b>
<b>Sundry Expenses:</b>	£	£	£
Burial Committee precept:	145	145	0
Christmas trees, lights and bunting:	300	400	265
Remembrance Sunday - wreath etc:	25	25	235
Defibrillator costs:	10	200	0
Sundry expenses:	0	200	205
	<b>480</b>	<b>970</b>	<b>704</b>
<b>BAG</b>	£	£	£
Expenditure to date:	0	0	620.00
Balance:	0	0	10,359.11
<b>VAT on Expenses to be Reclaimed:</b>	222	0	<b>983.29</b>
	£	£	£
<b>Total Expenditure:</b>	<b>12,536</b>	<b>22,568</b>	<b>22,333</b>
<b>SUMMARY:</b>	£	£	£
Income:	15,944	21,000	34,520
Expenditure:	(12,536)	(22,568)	(22,333)
	<b>3,408</b>	<b>(1,568)</b>	<b>12,187</b>
<b>BALANCE:</b>	£	£	£
Balance brought forward at 1 April:	8,975	12,384	12,384
Add surplus / less deficit from year:	3,408	(1,568)	12,187
Balance carried forward:	<b>12,384</b>	<b>10,816</b>	<b>24,570</b>

# Agenda Item 6

**For Decision**



<b>Meeting Date:</b>	<b>13 March 2023</b>
<b>Title:</b>	<b>Equal Opportunities Policy</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

## **1. Purpose of the report.**

For members to approve a revised and updated Equal Opportunities Policy as set out in Appendix 1 to the report.

## **2. Introduction:**

The report noted that Barrow Parish Council's intention is to be an effective Equal Opportunities organisation. This means it will do everything in its power to ensure that everyone has equal access, and is treated with respect, in relation to employment opportunities, to its services and to all its activities.

## **3. Members are recommended:**

To approve the Council's updated Equal Opportunities Policy set out in Appendix 1 to this report.



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## For Information

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### Equal Opportunities Policy

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Adopted: 13/03/2023

Chairman: Cllr. L Street

Minute Ref.: 230313/6

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Administered by Clerk and Responsible Financial Officer to Barrow Parish Council.

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### **1. Objectives of this policy.**

Barrow Parish Council's intention is to be an effective Equal Opportunities organisation. This means it will do everything in its power to ensure that everyone has equal access, and is treated with respect, in relation to employment opportunities, to its services and to all its activities.

### **2. Council members and employees.**

All councillors and employees are required to treat one another with mutual respect. Actions, behaviour, and attitudes should consistently demonstrate respect for the dignity and worth of an individual, irrespective of the position they have within the Council.

Barrow Parish Council will:

- Make every effort to create an environment where individuals are valued, listened to, and treated with respect.
- Maintain an environment that seeks out and values the insight, experience, contribution, and full participation of all Council members and staff.

Barrow Parish Council believes that harassment and discrimination in any form is unacceptable, and offenders will be subject to disciplinary action.

### **3. Being a service provider.**

Barrow Parish Council will strive to ensure that all services provided by, or on behalf of, the Council are made accessible to all individuals and groups equally and without discrimination.

All service users will be treated with respect. Actions, behaviour, and attitudes should consistently demonstrate respect for the dignity and worth of an individual.

Barrow Parish Council will, wherever appropriate, work in partnership with other agencies in the Ribble Valley, including the county and borough council, voluntary groups and community organisations to promote equal opportunities.

Barrow Parish Council will ensure that all contractors directly supplying goods and services or executing works for, or on behalf of the Council, comply with this Council's stated policy on equal opportunities.

### **4. Role of councillors and employees.**

All Councillors and employees are responsible for implementing the Council's Equal Opportunities Policy. It is important that all individuals who are employed by the Council or elected to the Council, appreciate that they have a responsibility and a role to play in the provision of equal opportunities.

### 5. The Policy in Action

#### 5.1 Regarding Council members and employees.

Barrow Parish Council aims to achieve the policy by:

- Ensuring its employees and members are made aware of their rights and responsibilities to each other and parishioners regarding equal opportunities issues.
- Providing a way in which individuals can communicate any concerns via a competent named person.
- Treating any unacceptable behaviour seriously.
- Ensuring everyone within the Council realises they have a key role in implementing this policy and are expected to take personal responsibility in ensuring its success.
- Providing awareness training (where this is deemed necessary) for all employees and Councillors, ensuring opportunities to develop relevant competencies are available to implement the policy.

#### 5.2 As a service provider.

Barrow Parish Council aims to achieve its policy by:

- Providing training for all staff and councillors in equal opportunities awareness (where this is deemed necessary), emphasising equality of treatment in service delivery.
- Ensuring that no member of the public is disadvantaged, or treated less favourably than others, in terms of access to Council services. Where the Council's practice, policy or procedures are found to make access impossible or unreasonably difficult, the Council will take such steps as are reasonable in the circumstances to change these practices, policies, or procedures.
- Ensuring that, wherever practical, all buildings, premises and utilities owned or managed by the Council are accessible to all.
- Recognising the importance of communication in attaining equity and quality services, which are responsive to the needs of all parishioners, for example through the provision of information in large print on request.
- Complying with all relevant legislation relating to discrimination and equity.

### 6. Monitoring of Equal Opportunities

The Clerk and Chair of Barrow Parish Council will have responsibility for the implementation and monitoring of the policy as it applies to Barrow Parish Council as an employer and service provider, involving other people as appropriate in the monitoring process.

Complaints from members of the public, staff members or councillors about discrimination or unfair treatment will be dealt with through the Council's Complaints Procedure.

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# Agenda Item 7

## For Decision



<b>Meeting Date:</b>	<b>13 March 2023</b>
<b>Title:</b>	<b>Finance Regulations</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### **1. Purpose of the report.**

For members to approve revised Finance Regulations as set out in Appendix 1 to the report.

### **2. Introduction:**

Members were reminded that the Council is responsible in law for ensuring 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.

### **3. Members are recommended:**

To approve the Council's revised Finance Regulations as set out in Appendix 1 to this report.



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## For Information

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### Financial Regulations

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Re-adopted: 13/03/2023.

Chairman: Cllr. L Street

Minute Ref.: 230313/7

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*Administered by Clerk and Responsible Financial Officer to  
Barrow Parish Council*

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## INTRODUCTION.

These Model Financial Regulations were produced by the National Association of Local Councils (NALC) in July 2019 for the purpose of its member Councils and county associations. There have been minor amendments in Section 6 to reflect the Council's current online banking arrangements.

### 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 not 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 in excess of [£5,000]; and
- In respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

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 member other than the Chairman shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member 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 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.

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.

- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.



- 2.8 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.
- 2.9 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 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 November 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 Council for items over £500; or
  - The Clerk, in conjunction with the Chairman of the Council for 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 October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chairman of the Council. The RFO will inform the Council of any changes impacting on their budget requirement for the coming year in good time.
- 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 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 initialled 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 the 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 Council's 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 the Council.
- 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 the 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 the 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 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 Revenue or Capital Grant more than £5,000 shall before payment, be subject to ratification 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 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 affected by instructions to the Council's bankers, or by cheque or otherwise, in accordance with a resolution of Council [or duly delegated committee].
- 6.4 Orders for payment or cheques drawn on the Council's bank account in accordance with the schedule as presented to Council or committee shall be authorised/signed by two members of the 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 or committee 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 or other payments for Council services such as payroll services 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, payments may be made by BACS or CHAPS methods provided that the instructions for each payment are authorised/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 The Council may make payments 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 several Councillors who will be authorised to approve transactions on those accounts. The bank mandate will clearly state the amounts of payments that can be instructed using 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 authority for change signed by two members of the Council. A programme of regular checks of standing data with suppliers will be followed.
- 6.18 Any Debit Card issued for use will be specifically restricted to the Clerk/RFO and will also be restricted to a single transaction maximum value of £500 unless authorised by Council or finance committee in writing before any order is placed.

6.19 A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Council. Transactions and purchases made will be reported to the Council and authority for topping-up shall be at the discretion of the Council.

6.20 Any corporate credit card or trade card account opened by the Council will be specifically restricted to use by the Clerk/RFO and shall be subject to automatic payment in full at each month-end.

Personal credit or debit cards of Members or staff shall only be used in certain circumstances, such as when a payment has to be made urgently or it is more expedient to do so.

6.21 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/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 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/Welsh Assembly Government (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/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.

## **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 striving to 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 (more than this sum, the Clerk/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 Financial Controls and Procurement 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 three quotations (priced descriptions of the proposed supply); where the value is below £3,000 and above £100 the Clerk/RFO shall strive to obtain three 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. ASSETS, PROPERTIES AND ESTATES.**

- 12.1 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.
- 12.2 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.
- 12.3 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).
- 12.4 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).
- 12.5 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.

- 12.6 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.

## **13. INSURANCE.**

- 13.1 Following the annual risk assessment (per Regulation 14), the RFO shall effect all insurances and negotiate all claims on the Council's insurers.
- 13.2 The RFO shall keep a record of all insurances effected by the Council and the property and risks covered thereby and annually review it.
- 13.3 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.
- 13.4 All appropriate members and employees of the Council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the Council.

## **14. RISK MANAGEMENT.**

- 14.1 The Council is responsible for putting in place arrangements for the management of risk. The Clerk/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.
- 14.2 When considering any new activity, the Clerk/RFO shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the Council.

## **15. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS.**

- 15.1 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.
- 15.2 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.

# Agenda Item 8

**For Decision**



<b>Meeting Date:</b>	<b>13 March 2023</b>
<b>Title:</b>	<b>Model Publication Scheme</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

## **1. Purpose of the report.**

For members to approve a revised and updated Model Publication Scheme as set out in Appendix 1 to the report.

## **2. Introduction:**

Members are reminded that the Freedom of Information Act requires every public authority to have a publication scheme, approved by the Information Commissioner's Office (ICO), and to publish information covered by the scheme.

## **3. Members are recommended:**

To approve the Council's updated Model Publication Scheme as set out in Appendix 1 to the Report.



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# For Information

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## Information available under the Model Publication Scheme

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Adopted: 13/03/2023

Chairman: Cllr. L Street

Minute Ref.: 23030113/8

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*Administered by Clerk and Responsible Financial Officer to  
Barrow Parish Council*

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## 1. Introduction.

As well as responding to requests for information, a Parish Council must publish information proactively. The Freedom of Information Act requires every public authority to have a publication scheme, approved by the Information Commissioner's Office (ICO), and to publish information covered by the scheme. The scheme must set out a Parish's commitment to make certain classes of information routinely available, such as policies and procedures, minutes of meetings, annual reports and financial information.

To help Parish's Council's carry out this obligation the ICO has developed a model publication scheme which Barrow Parish Council has adopted.

## 2. Current information available from Barrow Parish Council under the Freedom of Information Act Model Publication Scheme

The table below covers the information the Parish Council currently hold. If we do not hold some of the information listed below, we will mark it as 'not held'. It should be noted that Parish Councils should already publish as much information as possible about how they can be contacted.

## 3. Classes of Information to be routinely made available.

Class		Information to be made available
1	Who we are and what we do.	Organisational information, structures, locations, and contacts.
2	What we spend and how we spend.	Financial information relating to projected and actual income and expenditure, procurement, contracts, and financial audit (current and previous financial years).
3	What our priorities are and how we are doing.	Annual Report, minutes of Annual General Meeting. Strategies and plans, performance indicators, audits, inspections, and reviews.
4	How we make decisions.	Decision making processes and records of decisions. Current and previous Council years as a minimum.
5	Our policies and procedures.	Current written protocols, policies and procedures for delivering our services and responsibilities. Current information only
6	Lists and Registers	Currently maintained lists and registers only.
7	The services we offer.	Information about the services we offer, including leaflets, guidance and newsletters produced for the public and businesses. Current information only.

## 4. Information made available by Barrow Parish Council

Required to be published	How it can be obtained
Class 1: Who we are and what we do.	
Who sits on the Council and its Committees.	Website, noticeboard, and Newsletter
Contact details regarding Members and Parish Clerk.	
Location of Parish Council office.	Website
Class 2 – What we spend and how we spend.	
Annual return form (AGAR) and report by auditor including end of year accounts, annual governance statement and internal audit report.	Website, agendas and hardcopy.
Finalised budget.	
Precept.	
Financial Standing Orders and Regulations.	
Grants given and received.	
Members’ expenses.	
Council income and expenditure.	
Class 3: What our priorities are and how we are doing.	
Parish Action Plan	Website, agendas and hardcopy.
Annual Report to Parish Meeting (AGM)	
Class 4: How we make decisions.	
Agendas of meetings.	Noticeboard, website and hardcopy.
Timetable of meetings.	
Minutes of meetings. <i>Draft minutes will be replaced by approved minutes.</i>	Website, agendas and hardcopy.
Reports presented to council meetings, excluding items properly regarded as private to the meeting.	
Responses to consultation papers.	
Responses to planning applications.	
Class 5: Our Policies and Procedures.	
Policies and procedures for the conduct of Council business:	
Standing Orders	Website, agendas and hardcopy.
Financial Regulations	
Risk Management Policy and Register	
Code of Conduct	
Policies and procedures related to the Council:	
Equal Opportunities Policy and Complaints Policy	Website, agendas and hardcopy.
Tree Management Policy	

Required to be published	How it can be obtained
Class 5: Our Policies and Procedures cont....	
Policies and procedures for the conduct of Council business:	
Certificate of Employers Liability Insurance	Noticeboard, website, and hardcopy.
Certificate of Public and Products Liability Insurance	
Policies related to data protection and GDPR	
General Privacy Notice	Website, agendas, and hardcopy.
Class 6: List of Registers.	
Asset and Risk Register	Website, agendas, and hardcopy.
Register of Members’ interests	On RVBC website.
Class 7: The services we offer.	
Whalley, Wiswell and Barrow Cemetery, overseen by the Whalley, Wiswell and Barrow Joint Burial Committee.	Website, agendas, and hardcopy.
Trafford Gardens, Playing Fields and play equipment, benches, picnic tables, noticeboard, and defibrillator.	Agendas and minutes.
Newsletters	Website and hardcopy.
Website	Website address: Noticeboard, newsletter, and email.

## 5. SCHEDULE OF CHARGES

This describes how the charges have been arrived at and should be published as part of the Publication Scheme.

Type of Charge	Description	Basis of Charge
Disbursement cost	Photocopying @ 12p per sheet	Cost incurred by the Council
Postage		Cost of 2 <sup>nd</sup> class Royal Mail

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# Agenda Item 9

For Information and Decision



<b>Meeting Date:</b>	<b>13 March 2023</b>
<b>Title:</b>	<b>Revised Action Plan</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

## 1. Purpose of the report.

For members to consider a revised Action Plan based on the responses from the recent Parish Survey and Members considerations.

## 2. Background:

Members are reminded that at their meeting on 18 July 2022 they set out a draft Action Plan. Members will also recall that at their meeting on 30 January 2023 they agreed to send comments on the updated Action Plan (that included responses from the Parish Survey) to the Clerk.

## 3. Revised Action Plan:

The Action Plan (Tables 1 and 2) should be viewed as a starting point for areas of activity over the short and medium term. The aim is to agree a small number of achievable and measurable objectives, which along with routine duties would be allocated to the Clerk and individual councillors. These first achievable and measurable objectives are highlighted in Tables 1 and 2 below.

The Plan would be a dynamic document with flexibility in both the areas of activities and their priorities, and that new activities and revised priorities would come into play during 2023. Note that the activities would be designed to improve the parish for the benefit of all residents.

## 4. Other actions/activities undertaken/responsibility of the Parish Council.

The table below sets out the current activities undertaken by the Council.

Area of Activity	Council Action
Litter and fly tipping.	To monitor and arrange for clean ups.
Highways / street lighting / utilities / Public Rights of Way (PROW)/ bus shelters.	Monitor and report issues as required.
Village amenities: Trafford Gardens, Playing Fields and play equipment, planters, noticeboard, benches, and picnic tables.	Provision of financial support, undertake routine maintenance and monitoring. Arrange for grass cutting and annual checks of play equipment.
Road signs / low level street lighting / street names / boundary signs.	Routine cleaning as and when required.
Lengthsman Scheme.	Liaison with Lengthsman as required.

Area of Activity	Council Action
Overgrown and unsightly vegetation / overhanging branches.	Clearing and pruning as required. Report to RVBC or LCC if necessary.
Dog and public bins.	Monitoring and report through consultation with RVBC
Remembrance Sunday, Christmas activities and both national and local events.	Coordination and funding of activities in partnership with residents and adjacent Parish Councils.
Defibrillator	Ensure routine maintenance checks are carried out.
Old Row car park and green space.	Maintain and develop.

## 5. Representational Duties.

The table below sets out the areas of activity and the Council representatives.

Area of Activity	Representative	Comments
RVBC Parish Council Liaison Meeting	Councillor attendance rotated.	
Whalley Educational Foundation	John Strong	Nominations are for a three-year term. John's term ends 11 October 2024
Cemetery Committee. Future sub-committee of Whalley Parish Council.	Cllr. McGregor is the current Barrow representative.	Nominations required.
Ribble Valley Branch of LALC	Not currently active.	Nominations Required.
Liaison with Borough and County Councillors.	Borough Councillor Birtwhistle.	
Planning: Coordination of comments and 'expert' input.	Parish Clerk.	
Parish Lengthsman Scheme: Monitoring and liaison with the Lengthsman.	Parish Clerk.	
LCC Highways and street lighting: Reporting defects and follow-up, general liaison.	Borough Councillor Birtwhistle and the Parish Clerk.	
LCC Public Rights of Way (PROW): Reporting defects and follow-up,	Borough Councillor Birtwhistle and the Parish Clerk.	
Utility reporting: Interruptions, damages etc.	Parish Clerk.	
Coordination and liaison with parish Social Groups.	-	

Area of Activity	Representative	Comments
Remembrance Sunday	Parish Clerk	
Defibrillator routine checks	Currently undertaken by Gordon Fishlock.	
Best Kept Village competition: Meeting with secretary and coordination of village efforts.	-	
Village amenity activities, coordination and liaison with volunteers and other agencies. (See list below).	Parish Clerk and Parish Councillors Chiappi, Kinder, McGregor and Borough Councillor Birtwhistle.	
<ul style="list-style-type: none"> <li>• Liaison with volunteers.</li> <li>• Maintain: Trafford Gardens, Playing Fields, noticeboard, street furniture (benches and picnic tables), boundary stones.</li> <li>• Arrange: litter picking, extra trimming of overhanging branches, cleaning road signs, street name signs, lower levels of streetlamps, purchase and removal of the Christmas tree and arrange for Christmas lights.</li> <li>• Maintain and improve: Car park and associated land.</li> <li>• Maintain and improve other 'unadopted' small plots of land.</li> </ul>		

## 6. Members are recommended:

To note the contents of the Report and approve the first achievable and measurable objectives as highlighted in yellow in Tables 1 and 2 below.

Table 1. Key: Number in brackets () refers to the survey responses received. P = Priority. N = Not applicable, X # = Same response. The areas highlighted in yellow are the first to be addressed.				Action	
Areas of Activity	Specific Comments from Survey	Possible Actions/Update	P	Who	RAG
Speeding/Traffic issues (35)	Cars parked on pavements				
	Ensure road signs not obscured by foliage especially bottom of Whiteacre Lane	Contact LCC Highways			
	Parking at Barrow School	-			
	Zebra crossing required	Contact LCC Highways			
	Taxis speeding through the village	Contact RVBC Taxi Enforcement Officer		Clerk	Complete
	Increase police and parking wardens’ presence	-			
	Cars congregating at the Barrow Brook services at closing time can be intimidating and noisy.	-			
	Install speed cameras as required	Being addressed.	1	Clerk/LS	Started
	Parking needs attention near Barrow School. X 2.	-			
Public and dog bins (31)	Bins need emptying more frequently especially in the summer	Contact RVBC			
	Trafford Gardens used as a dog toilet	-			
Road surface/markings (25)	Adopt the road on Paynter Close	-			
Grassed areas and flower beds (18)	Have a ‘Barrow in Bloom’ event. X 2.	Council could organise such an event			
Activities for children (16)	No provision for play areas on the new developments. X 2.	Council to consider where more play equipment could be installed.			
PROW and Open Spaces (14)	Improve the path that runs from the lodge to Whalley/Clitheroe Road.	Being addressed. (Also in Table 2)	1	Clerk/DB	Started
	The new cycle path has been badly designed.	-			

Table 1. Key: Number in brackets () refers to the survey responses received. P = Priority. N = Not applicable, X # = Same response. The areas highlighted in yellow are the first to be addressed.				Action	
Areas of Activity	Specific Comments from Survey	Possible Actions/Update	P	Who	RAG
	Prune trees near telephone lines near 11 Trafford Gardens.	-			
	Pavement opposite Chestnut Crescent needs attention as does pavement (both sides) from Farm to Elbow Wood	-			
	Footpaths round Washbrook Close prone to flooding	-			
	Safe cycling facilities linking the shared use of the footpath near Clitheroe Golf Club through Barrow to Whalley.	-			
	Weed control an issue.				
	Street cleaning/sweeping is not often enough carried out by RVBC contractor.	-			
Playing Fields (12)	Astro turf the goal areas of the playing fields. X 3.	Could be a project financed from the S106 grant. See also Table 2 re-Playing Fields			
	Improve drainage on football pitches. X 2.				
	More seating around the football pitches for parents watching their children.		1	Clerk/DC	June
Seating/ benches /picnic areas (9)	Benches and picnic areas away from main road not just in playground	-			
Street Lighting (6)	Washbrook Close not well lit in the winter.	-			
Village signage and notice boards (5)	Notice board near McDonald’s showing walks and paths and advertising play areas in the village.	Seek approval from landowners.	1	Clerk	May
Planning / Development Matters	Stricter conditions on the hours of work and parking arrangements on new developments.	-			
	Builders to pick up rubbish blown away from compound.	-			

<b>Table 1.</b> Key: Number in brackets () refers to the survey responses received. P = Priority. N = Not applicable, X # = Same response. The areas highlighted in yellow are the first to be addressed.				<b>Action</b>	
<b>Areas of Activity</b>	<b>Specific Comments from Survey</b>	<b>Possible Actions/Update</b>	<b>P</b>	<b>Who</b>	<b>RAG</b>
	Can something be done about the 'Old' disused pub it is an eyesore. X 4.	Planning application now submitted to RVBC for 66 bed care home.	<b>1</b>	<b>DB</b>	
	Engage with RVBC Compliance Officers to ensure developers observe planning conditions.	-			
Social and other Parish matters	<b>Install CCTV to combat anti-social behaviour.</b>	<b>Being addressed. (Also in Table 2)</b>	<b>1</b>	<b>Clerk/LS</b>	<b>Started</b>
	<b>Install a defibrillator for the upper part of the village Hey Road/Middle Lodge area. X 2.</b>	<b>Being addressed.</b>	<b>1</b>	<b>Clerk/DB</b>	<b>April</b>
	Spread Eagle and nearby houses back into the Barrow Ward.	-			
	More bus links currently no services to Accrington.	-			
	Need a railway station	-			
	Need a care facility for elderly and disabled.	-			
	Organise events and activities to create sense of community.	-			
	Village Hall or community centre/facilities would be great. X 3.	-			
	Make use of a community Facebook page.	-		<b>LD</b>	<b>On-going</b>

**Table 2. Actions considered at the Council meeting held on 18 July 2022.**

<b>Areas of Activity</b>	<b>Actions</b>	<b>P</b>	<b>Who</b>	<b>RAG</b>
Woodland Path	Look to own and improve the area to promote active travel.	1	Clerk/DB	June
Boundary stones	Look to install stones at either end of the village.	1	Clerk/BAG	April
Car park at the rear of Old Row	Make further improvements and landscape the area.	1	LS and DB	April
Trafford Gardens	Look to enhance this major village asset.	1	Clerk/EK/BAG	On-going
Playing fields	Purchase new equipment.	1	Clerk/DC	June
Speeding	Investigate the use of SPiDs and other traffic calming measures on Whalley Road and Barrow Brook Trade Park	1	Clerk/LS	On-going
Parish Councillors	Look to increase the number of councillors.		Clerk	
Elicit parishioners' views	Invite parishioners to an 'open' meeting		Working Group	

# Agenda Item 10

## For Decision

Meeting Date:	13 March 2023
Title:	Purchase of a Grit Bin
Submitted by:	Clerk and Responsible Financial Officer

### 1. Purpose of the report.

For members to consider the purchase of grit bins to be located where required.

### 2. Background:

Members will recall that at their meeting in January they authorised the clerk to investigate the options for purchasing grit bins.

### 3. Options:

The options below are offered by Glasdon and Gritbins.net. All costs exclude VAT.

#### 3.1 Glasdon:

Glasdon are used by RVBC and are based in Blackpool.

Options include lock (£24 - £37), colours available red, green and yellow (no additional cost) and a stainless-steel ground fixing kit with 4 bolts (£31)



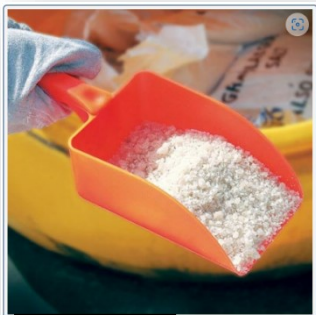
90 litres. £120.61



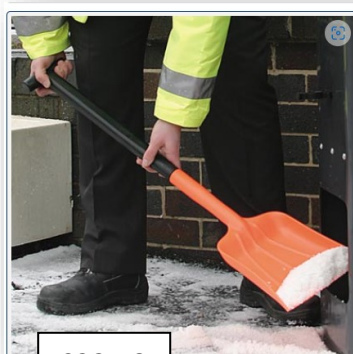
160 litres. £210.49



400 litres. £228.20



£7.74



£22.73



## 4. Gritbins.net

Gritbins.net are the trading name of Kingfisher Direct Ltd and are based in Nottingham. They state that all their products are made in the UK. They accept bank transfer payments and official purchase orders from public sector organisations. Lockable versions are available on certain bins.

### 4.1 Small and Medium Sized Bins



2 Cu Ft Grit Bin - 50 Litre / 50 kg capacity

From

**£34.99** ex. VAT

🚚 1-3 working days

Special Price



2 Cu Ft Recycled Grit Bin - 50 Litre / 50 kg Capacity

**£34.99** ex. VAT

🚚 1-2 working days



60 Litre Mini Grit Bin

From

**£69.99** ex. VAT

🚚 1-3 working days



Black 3.5 Cu Ft Grit Bin with Yellow Lid - 115 Litre / 130 kg Capacity

**£89.99** ex. VAT

🚚 3-4 weeks



Premium Yellow 200 Litre Grit Bin - 200 Kg Capacity

**£142.99** ex. VAT ~~£149.99~~

🚚 1-3 working days



7 Cu Ft Stackable Grit Bin - 200 Litre / 250kg Capacity

From

**£99.99** ex. VAT

🚚 2-3 working days



Pathfinder 200 Litre Lockable Yellow Grit Bin

**£107.99** ex. VAT

🚚 2-3 working days



Pathfinder 200 Litre Lockable Grit Bin - Black Base / Orange Lid

**£99.99** ex. VAT

🚚 2-3 working days



30 Litre Mini Grit Bin with Scoop

From

**£49.99** ex. VAT

🚚 2-3 working days



UniKart Wheeled Grit Bin - 75 Litre / 75 kg Capacity

**£99.99** ex. VAT

🚚 2-3 working days



2 Cu Ft Lockable Grit Bin - 50 Litre / 50 kg Capacity

From

**£46.49** ex. VAT

🚚 3-5 working days



3.5 Cu Ft Grit Bin - 115 Litre / 125 kg Capacity

From

**£85.99** ex. VAT

🚚 10-14 working days

## 4.2 Large Bins and Shovel



14 Cu Ft Heavy Duty Grit Bin - 400 Litre / 500 kg Capacity

From

**£169.99** ex. VAT

🚚 10-14 working days



14 Cu Ft Heavy Duty Recycled Grit Bin - 400 Litre / 500 kg Capacity

**£149.99** ex. VAT

🚚 10-14 working days



14 Cu Ft Boss Grit Bin - 400 Litre / 400 kg Capacity

**£190.00** ex. VAT

🚚 10-14 working days



12 Cu Ft Standard Grit Bin - 350 Litre / 400 kg Capacity

From

**£169.99** ex. VAT

🚚 10-14 working days



14 Cu Ft Curved Top Grit Bin - 400kg Capacity

From

**£199.99** ex. VAT



Large 400 Litre Yellow Grit Salt Bin

**£188.75** ex. VAT



**£18.00**

## 5. Members are recommended:

To consider which grit bin(s) to purchase.

# Agenda Item 11

## For Decision



<b>Meeting Date:</b>	<b>13 March 2023</b>
<b>Title:</b>	<b>CCTV - Installation</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

For members to consider the installation of CCTV equipment as set out in the report and in Appendix 1.

### 2. Introduction:

Members are reminded that at their meeting in January they authorised the Clerk to contact ITUS Security Systems (ITUS) to review the quotation previously provided and request a formal quotation. On 28 February the Clerk and Councillor Street met with ITUS and reviewed the Council's requirements. Following the meeting, ITUS provided the Council with a firm quotation (see Appendix 1).

### 3. Site Locations:

The following had been considered the most appropriate and suitable for CCTV location:

- Barrow Brook 'Starbucks' roundabout. Cost = £3,450
- Front and rear of the Bay Horse Inn. Cost = £1,075
- At the rear of a house overlooking the Playing Fields. Cost = £575

Net Costs = £5,100. Members are reminded that the Council can claim 25% of the net costs back from RVBC via the Concurrent Grant Scheme (£1,275), total costs to the Council = £3,825.

Please note:

- To install the pole on the 'Starbucks' roundabout, approval from LCC Highways is required. The Clerk has made preliminary enquiries into how this can be achieved. NPower will also need to be informed.
- The owner of the house overlooking the Playing Fields has agreed that a camera can be installed on their property.
- The Council will need to provide a SIM card (minimal cost).
- Ongoing costs include electricity costs (minimal), routine maintenance charges and SIM card fees.

### 4. Quotation:

Please see Appendix 1 to the Report.

### 5. Members are recommended:

To consider the Council's next steps in the procurement process.

# Appendix 1



## QUOTE

Barrow Parish Council  
14 Longridge Road  
Chipping  
Preston  
Lancashire  
PR3 2QD

**Date**  
3 Mar 2023

**Expiry**  
2 Apr 2023

**Quote Number**  
3383

**Reference**  
CCTV X 3 Sites

**VAT Number**  
232943020

Roberts and Harris Ltd  
ITUS Security Systems  
Unit G, Vicarage Business  
Park  
Skipton Road  
Barnoldswick  
BB18 5EG

Description	Quantity	Unit Price	VAT	Amount GBP
Groundworks on roundabout to include;  digging and removal of ground. pour concrete base install pole root base	1.00	600.00	20%	600.00
Supply and install a 5 meter fixed pole (galvanised finish) with lockable base cabinet to house CCTV equipment	1.00	1,625.00	20%	1,625.00
***OPTIONAL EXTRA***  Pole to come painted in choice of colours (black, grey, moss green, white	1.00	160.00	20%	160.00
Supply and install 4 x post mounts on pole for cameras	1.00	100.00	20%	100.00
Supply and install a HD CCTV System on roundabout pole, to include;  1 x 4ch 1TB DVR (To allow 2 weeks of continuous recording). 4 x 5MP Turret Cameras in White. All brackets, cable, power supply and accessories. Remote viewing to mobile devices. 12 months warranty. Inclusive of labour.	1.00	825.00	20%	825.00
Supply and install a 4G SIM router to network above CCTV system. Customer to supply SIM card.	1.00	140.00	20%	140.00
Supply and install a HD CCTV System at pub, to include;  1 x 8ch 1TB DVR (To allow 2 weeks of continuous recording). 3 x 5MP Turret Cameras in White. 1 x Vari-focal turret camera in white All brackets, cable, power supply and accessories.	1.00	1,075.00	20%	1,075.00

Description	Quantity	Unit Price	VAT	Amount GBP
Remote viewing to mobile devices. 12 months warranty. Inclusive of labour.				
Supply and install a HD CCTV System on house to cover park, to include;  1 x 4ch 1TB DVR (To allow 4 weeks of continuous recording). 1 x 5MP Turret Cameras in White. All brackets, cable, power supply and accessories. Remote viewing to mobile devices. 12 months warranty. Inclusive of labour.	1.00	575.00	20%	575.00
Subtotal				5,100.00
TOTAL VAT 20%				1,020.00
TOTAL GBP				6,120.00

Terms

Payment Terms:  
50% of invoice value to be paid prior to work commencing.  
Balance due by due date of invoice.

Account name: Roberts and Harris Ltd  
Account number: 23641118  
Sort code: 01-02-20

# Agenda Item 12

## For Decision

<b>Meeting Date:</b>	<b>13 March 2023</b>
<b>Title:</b>	<b>Insurance Renewal</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

For members to approve the Council's insurance renewal. Members will note that the Council's current insurance is due for renewal on 31 March 2023.

### 2. Quotations:

The clerk has obtained two quotations see below. The costs shown include Insurance premium taxes and administration fees.

Company	Total Cost £	Comments
HISCOX	<b>1,047.41</b>	Current provider. Premium for 2022/23 was £1,008.68
BHIB	<b>823.00</b>	A 3-year long term undertaking would reduce the annual premium to <b>£777.39</b> inclusive of 12% insurance premium tax and a broker fee of £25.00.

The table below compares the cover offered on certain items. Members should consider both Schedules (Appendix 1 and 2) before they decide which company to renew with.

Insured Item	Cover Offered £	
	HISCOX £	BHIB £
Street Furniture	5,737	72,000
Gates and Fences	13,770	36,000
Playground equipment	74,585	90,000
Fly tipping	-	5,000
Legal Expenses	100,000	250,000
Defibrillators	5,000	Included in street furniture
CCTV	-	7,344

### 3. Members are recommended:

To note the contents of the report and the two Appendices and decided which company to renew with and if applicable which option to go with.

## Renewal SCHEDULE

Quote Reference - 110794021

The information contained on this page is confidential and should not be sent to third parties

### INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/04/2023 until the policy is cancelled
Date issued to insured :	23/02/2023
Underwritten by :	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment method :	Payment by Broker's Account

### INSURED DETAILS

Insured :	Barrow Parish Council
Address :	14 Longridge Road Preston PR3 2QD
Additional insureds :	There are no Additional Insureds on this policy
Business :	Parish Council
General terms and conditions wording :	11604 WD-HSP-UK-PAC-GTC(4) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

### PREMIUM DETAILS

Annual premium :	£935.19	Annual Tax :	£112.22	Total :	£1,047.41
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# Renewal SCHEDULE

## Local councils & not-for profit organisations scheme

### PROPERTY – BUILDINGS

**Section wording** 11600 WD-HSP-UK-PAC-PYB(5)  
**Insurer** Hiscox Insurance Company Limited

Premises address	Sum insured
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Item description	Excess	Amount Insured
Total Buildings	N/A	£0
Gates and fences	£250	£13,770
Fixed outside equipment	£250	£0
Street furniture	£250	£5,737
War memorials	£250	£0
Playground equipment	£250	£74,585
Sports surfaces	£250	£0
Other surfaces	£250	£0
Rent receivable	£250	

**Excess applies to:** Each and every loss

### Special excesses

**Losses from subsidence** £1,000 each and every loss

### Additional cover (in addition to the overall limit/amount insured above)

<b>Trace and access</b>	£5,000
<b>Emergency services</b>	£5,000
<b>Loss prevention costs</b>	£25,000
<b>Additions to buildings</b>	£50,000
<b>Inadvertent omissions</b>	£500,000
<b>Trees, shrubs and plants</b>	£25,000
<b>Bequeathed buildings</b>	£50,000
<b>Discharge of oil</b>	£10,000 in total during any one period of insurance, across all Property sections combined
<b>Contract works and site materials</b>	£75,000

### Endorsements

**6351.0** Floating amount insured (Buildings)



# Renewal SCHEDULE

## PROPERTY – CONTENTS

**Section wording** 11602 WD-HSP-UK-PAC-PYC(6)  
**Insurer** Hiscox Insurance Company Limited

Item description	Excess	Amount Insured
General contents including computer and ancillary equipment	£250	£2,525
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£0
Sports equipment	£250	£0
Rent payable	£250	£0

**Excess applies to** Each and every loss  
**Geographical limits:** United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

## Additional cover (in addition to the overall limit/amount insured above)

<b>Costs following glass breakage</b>	£10,000
<b>Additions to contents</b>	£10,000 or 10% of the amount insured for contents, whichever is the greater
<b>Money in the insured location while open for business or in a locked safe</b>	£1,000
<b>Money in transit or at the home of any councillor, trustee, employee or volunteer</b>	£1,000
<b>Money at all other times</b>	£1,000
<b>Money - non-negotiable instruments</b>	£250,000
<b>Identity fraud</b>	£5,000
<b>Personal effects</b>	£5,000
<b>Reconstitution of electronic data</b>	£5,000
<b>Reconstitution of other business documents</b>	£5,000
<b>Lock replacement</b>	£10,000
<b>Building damage by theft</b>	£10,000
<b>Personal assault - death</b>	£10,000 per person
<b>Personal assault - total loss or permanent and total loss of use of one or more limbs</b>	£10,000 per person
<b>Personal assault - total and irrecoverable loss of sight in one or both eyes</b>	£10,000 per person
<b>Personal assault - disablement which totally prevents the injured person from carrying out all parts of their usual occupation</b>	£100 per week up to a maximum of 104 weeks
<b>Metered water and fuel</b>	£5,000
<b>Outdoor items</b>	£5,000
<b>Marquees</b>	£10,000
<b>Refrigerated stock</b>	£2,500
<b>Undamaged tenant's improvements</b>	£5,000
<b>Contents temporarily elsewhere including whilst in transit</b>	£25,000 or 10% of the amount insured for contents, whichever is the less

## Renewal SCHEDULE

<b>Exhibitions stands and equipment temporarily elsewhere</b>	£25,000 or 10% of the amount insured for contents, whichever is the less
<b>Defibrillators</b>	£5,000
<b>Bequeathed property</b>	£5,000
<b>Fund raising events</b>	£5,000
<b>Contents kept at home</b>	£25,000 or 10% of the amount insured for contents, whichever is the less
<b>Fraud and dishonesty</b>	£150,000 the aggregate per period of insurance

### Endorsements

<b>240.3</b>	Minimum security condition
<b>6226.0</b>	Addition of cover (Travel expenses)
<b>6729.0</b>	Removal of cover: cyber claims and losses
<b>6349.1</b>	Floating amount insured (Contents)

### PROPERTY AWAY FROM THE PREMISES

<b>Wording Insurer</b>	11602 WD-HSP-UK-PAC-PYC(6) Hiscox Insurance Company Limited
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Item description	Excess	Amount Insured
All business equipment	£250	£5,000

<b>Excess applies to:</b>	Each and every loss
<b>Geographical limits:</b>	European Union, United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man and Gibraltar

### Endorsements

<b>65.00</b>	Contents temporarily elsewhere
<b>6729.0</b>	Removal of cover: cyber claims and losses

### PROPERTY – BUSINESS INTERRUPTION

<b>Section wording Insurer</b>	11601 WD-HSP-UK-PAC-PYI(6) Hiscox Insurance Company Limited
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Item description	Indemnity period	Amount Insured
Loss of income	12 months	£10,000
Additional increased costs of working	12 months	£10,000

### Additional cover (in addition to the overall limit/amount insured above)

<b>Key person</b>	£250 per week up to a maximum of £2,500 per period of insurance.
<b>Unauthorised use of public utilities</b>	£100,000 or the total amount insured for Business interruption, whichever is less

### Special limits (included within and not in addition to the overall limit/amount insured above)

## Renewal SCHEDULE

<b>Denial of access</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Non-damage denial of access</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Bomb threat</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Suppliers</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Public utilities</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Public authority</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Failure of safety equipment</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Loss of attraction</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Alternative hire costs</b>	£5,000
<b>Equipment breakdown</b>	Not insured

### Endorsements

<b>6731.0</b>	Removal of cover: cyber claims and losses
<b>6820.0</b>	Amended definition: income
<b>6350.1</b>	Floating amount insured (Business interruption)

### EMPLOYERS' LIABILITY

<b>Section wording</b>	11603 WD-HSP-UK-PAC-EL(4)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Limit of indemnity</b>	£10,000,000
<b>Limit applies to</b>	Each and every occurrence including costs
<b>Geographical limits</b>	Worldwide
<b>Applicable court</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

### Special limits (included within and not in addition to the overall limit/amount insured above)

<b>Criminal defence costs</b>	£100,000 in the aggregate
<b>Terrorism</b>	£5,000,000 in the aggregate

### Endorsements

<b>3121.0</b>	Employers Liability Tracing Office (ELTO) - mandatory information required
<b>6734.0</b>	Confirmation of cover: cyber claims

### PUBLIC AND PRODUCTS LIABILITY

<b>Section wording</b>	11607 WD-HSP-UK-PAC-GL(4)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Limit of indemnity</b>	£10,000,000
<b>Limit applies to</b>	Each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies
<b>Excess</b>	£250
<b>Excess applies to</b>	Each and every claim for property damage only
<b>Geographical limits</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar
<b>Applicable courts</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar

### Additional cover (in addition to the overall limit/amount insured above)

## Renewal SCHEDULE

<b>Unauthorised use of third party telephones by your employees</b>	£2,500 any one period of insurance
<b>Loss of excess or no claims discount</b>	£250 any one period of insurance
<b>Loss of third party keys</b>	£2,500 any one period of insurance
<b>Defamation and intellectual property rights</b>	£500,000 any one period of insurance

<b>Special limits</b>	(included within and not in addition to the overall limit/amount insured above)
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<b>Criminal defence costs</b>	£100,000 in the aggregate
<b>Pollution defence costs</b>	£100,000 in the aggregate
<b>Hirer liability</b>	£5,000,000 in the aggregate

<b>Endorsements</b>
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<b>6080.0</b>	Firework and bonfire condition endorsement
<b>6735.0</b>	Removal of cover: cyber claims

### OFFICIALS' AND TRUSTEES' INDEMNITY

<b>Section wording</b>	11614 WD-HSP-UK-PAC-DO(5)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Policy limit</b>	£500,000
<b>Limit applies to</b>	In the aggregate including costs
<b>Legal representation costs</b>	£15,000
<b>Legal representation basis</b>	In the aggregate any one period of insurance
<b>Geographical limits</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
<b>Applicable courts</b>	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

<b>Endorsements</b>
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<b>705.4</b>	Prior and pending litigation date
<b>3215.0</b>	Amendment of cover: cyber claims (DO)
<b>3216.0</b>	Amendment of cover: breach of professional duty (DO)

### COMMERCIAL LEGAL PROTECTION (DAS)

<b>Section wording</b>	9927 WD-HSP-UK-CHR-DAS(3)
<b>Insurer</b>	DAS Legal Expenses Insurance Company Limited
<b>Section limit</b>	£100,000
<b>Limit applies to</b>	All claims resulting from one or more event arising at the same time or from the same originating cause
<b>Excess</b>	£200
<b>Excess applies to</b>	Each and every claim arising from aspect enquiries only
<b>Geographical limits</b>	For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury: The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

<b>Endorsements</b>
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<b>524.0</b>	Commercial legal protection (charities)
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### PERSONAL ACCIDENT

# Renewal SCHEDULE

**Section wording**  
**Insurer**

 11608 WD-HSP-UK-PAC-PA(4)  
 Hiscox Insurance Company Limited

**Personal accident**

<b>Capital benefit</b>	£100,000
<b>Temporary benefit</b>	£500 per week
<b>Medical expenses</b>	£10,000
<b>Insured persons</b>	Councillors, trustees, volunteers and employees of the insured
<b>Operative time</b>	While working for you or on your behalf

**Special limits** (included within and not in addition to the overall limit/amount insured above)

<b>Death</b>	100% capital benefit amount per person
<b>Loss of one limb</b>	100% capital benefit amount per person
<b>Loss of one eye</b>	100% capital benefit amount per person
<b>Loss of two limbs</b>	100% capital benefit amount per person
<b>Loss of two eyes</b>	100% capital benefit amount per person
<b>Loss of one limb and one eye</b>	100% capital benefit amount per person
<b>Loss of hearing</b>	100% capital benefit amount per person
<b>Loss of speech</b>	100% capital benefit amount per person
<b>Permanent total disablement</b>	100% capital benefit amount per person
<b>Temporary total disablement</b>	£500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
<b>Temporary partial disablement</b>	£500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
<b>Maximum accumulation</b>	£1,000,000 any one loss in the aggregate

**Endorsements**

<b>6752.0</b>	Amendment of cover: cyber claims and losses
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**CRISIS CONTAINMENT**

<b>Wording</b>	15369 WD-HSP-UK-PAC-CRI(1)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Limit of indemnity</b>	£25,000
<b>Limit applies to</b>	Per crisis and in the aggregate during any one period of insurance
<b>Geographical limits</b>	The United Kingdom of Great Britain and Northern Island, the Isle of Man and the Channel Islands.

**Special limits** (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis mitigation costs	£2,000
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**Endorsements**

<b>9003.0</b>	Crisis containment provider: Hill Knowlton
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# Renewal SCHEDULE

The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

<b>Clause</b>	<b>6351.0</b>	<p>Floating amount insured (Buildings)</p> <p>The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for <b>damage</b> to such items however many locations are affected.</p>
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## Property – contents clauses in full

<b>Clause</b>	<b>240.3</b>	<p><b>Minimum security condition</b></p> <p><b>We</b> will not make any payment for <b>damage</b> unless the physical security measures at the <b>insured location</b> comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none"> <li>1. The final exit door is secured by: <ol style="list-style-type: none"> <li>a. a rim automatic deadlock conforming to or superior to BS3621; or</li> <li>b. a mortice deadlock conforming to or superior to BS3621; or</li> <li>c. a key operated multi-point locking system having at least three locking bolts.</li> </ol> </li> <li>2. Any other external door or internal door providing access to any part of the building not occupied by <b>you</b>, which is not officially designated a fire exit by the local fire authority, is secured by: <ol style="list-style-type: none"> <li>a. a locking device specified in 1 above; or</li> <li>b. by two key operated security bolts to engage the door frame.</li> </ol> </li> <li>3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by: <ol style="list-style-type: none"> <li>a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or</li> <li>b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.</li> </ol> </li> <li>4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are: <ol style="list-style-type: none"> <li>a. secured by means of a key-operated locking device; or</li> <li>b. permanently screwed shut.</li> </ol> </li> </ol> <p>Please note:</p> <ol style="list-style-type: none"> <li>(i) The local fire authority must be consulted before <b>you</b> replace or augment the existing locking device fitted to a designated emergency exit door; and</li> <li>(ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either: <ol style="list-style-type: none"> <li>a. fixed round or square section solid steel bars not more than 10 cm apart; or</li> <li>b. fixed expanded metal, weld mesh or wrought ironwork grilles; or</li> <li>c. proprietary collapsible locking gate grilles.</li> </ol> </li> </ol>
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<b>Clause</b>	<b>6226.0</b>	<p><b>Addition of cover - travel expenses</b></p> <p>The following is added to <b>What is covered</b>, Additional cover:</p> <p>Travel expenses</p> <p>23. <b>We</b> will also pay for:</p> <p>the unused travel, accommodation and pre-booked conference or excursion expenses which <b>you</b> have paid or legally have to pay and which cannot be recovered; and</p> <p>the necessary and reasonable additional travel and accommodation expenses for <b>your</b> member of staff, <b>councillor</b> or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the <b>period of insurance</b>, for one of the following reasons:</p> <p>the death, accidental injury or illness of a member of staff, <b>councillor</b> or trustee; or</p> <p>the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, <b>councillor</b> or trustee; or</p>
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## Renewal SCHEDULE

the death, accidental injury or illness of any person with whom a member of staff, **councillor** or trustee is planning to stay or conduct business; or a member of staff, **councillor** or trustee being called for jury service or as a court witness; or

**damage** to a member of staff or **councillor**'s or trustee's pre-booked accommodation making it impossible for the member of staff or **councillor** or trustee to stay there.

**damage** to the scheduled means of transport or any strike, riot, civil commotion or **terrorism** which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or **councillor** or trustee is booked to travel on their outward or return journey.

The most **we** will pay during the period of **insurance** under this additional cover is £750. The **excess** which applies to this additional cover is £75.

Clause	6729.0	<p><b>Removal of cover: cyber claims and losses</b></p> <p><b>What is covered.</b> Lock replacement, is amended to read as follows:</p> <p>The costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>insured premises</b> or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the <b>period of insurance</b>. However this does apply to the unauthorised modification of any digital or electronic locks.</p> <p><b>What is not covered</b> 1. h. 'a <b>virus</b> or <b>hacker</b>.' is deleted.</p> <p>The following is added to <b>What is not covered</b>:</p> <p><b>We</b> will not make any payment for <b>damage</b> to, or any loss, cost or expense arising in respect of any item of <b>computer or digital technology</b> which is directly caused by:</p> <ul style="list-style-type: none"> <li>a. a <b>cyber attack</b> or fear or threat of a <b>cyber attack</b>;</li> <li>b. a <b>hacker</b> or fear or threat of a <b>hacker</b>; or</li> <li>c. its digital connectivity to any other item of <b>computer or digital technology</b> which has been directly affected by a <b>cyber attack</b> or <b>hacker</b>.</li> </ul> <p><b>We</b> will however cover any other <b>damage</b>, loss, cost or expense insured under this section which is caused by the <b>cyber attack</b> or <b>hacker</b>.</p> <p><b>We</b> will not make any payment for <b>damage</b>, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a <b>computer or digital technology error</b>.</p> <p><b>We</b> will not make any payment for loss or <b>damage</b> due to <b>your</b> parting with title or possession of <b>property</b> or rights to <b>property</b> prior to receiving payment in full.</p> <p><b>We</b> will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.</p>
Clause	6349.1	<p><b>Floating amount insured (Contents)</b></p> <p>The cover under this section applies to all locations occupied by <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for <b>damage</b> to <b>your contents</b> however many locations are affected.</p>
Property away from the premises clauses in full		
Clause	65.00	<p><b>Contents temporarily elsewhere</b></p> <p><b>We</b> will not make any payment when such property is temporarily outside the UK unless it is in your <b>care</b>, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.</p>
Clause	6729.0	<p><b>Removal of cover: cyber claims and losses</b></p>

# Renewal SCHEDULE

**What is covered**, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

**What is not covered** 1. h. 'a virus or hacker.' is deleted.

The following is added to **What is not covered**:

**We** will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear or threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

**We** will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

**We** will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

**We** will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

**We** will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

## Business interruption clauses in full

Clause	6731.0	<p><b>Removal of cover: cyber claims and losses</b></p> <p>Where applicable:</p> <p>1. <b>Special definitions for this section</b>, <b>Cyber attack</b> is deleted.</p> <p>2. <b>What is covered</b>, Cyber attack and <b>What is covered</b>, <b>Additional cover</b>, Hacker damage, are deleted.</p> <p>The following is added to <b>What is not covered</b>:</p> <p><b>We</b> will not make any payment for any interruption to <b>your activities</b> or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:</p> <ul style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> <li>b. <b>hacker</b>;</li> <li>c. <b>computer or digital technology error</b>;</li> <li>d. any fear or threat of a. or c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.</li> </ul> <p>However:</p> <ul style="list-style-type: none"> <li>i. this exclusion does not apply to <b>What is covered</b>, Financial losses from insured damage; and</li> <li>ii. exclusion c. above does not apply to <b>What is covered</b>, Equipment Breakdown.</li> </ul> <p>These amendments i. and ii. above only apply where the applicable insuring clause</p>
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## Renewal SCHEDULE

is incorporated into the Property – Business interruption section of **your policy**.

Clause	6820.0	<p><b>Amended definition: income</b>  <b>Special definitions for this section, Income</b>, is amended to read as follows:</p> <p><b>Income</b></p> <p>The total income from your <b>activities</b> carried out from <b>your insured location</b>. This does not include precept income.</p>
Clause	6350.1	<p><b>Floating amount insured (Business interruption)</b>  The cover under this section applies to all locations occupied by <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for each interruption to <b>your activities</b> however many locations are affected.</p>
<b>Employers' liability clauses in full</b>		
Clause	3121.0	<p><b>Employers Liability Tracing Office (ELTO) – mandatory information required</b>  <b>You</b> must provide <b>us</b> with the following information for this section of the <b>policy</b> for each entity insured under this section of the <b>policy</b>:</p> <ol style="list-style-type: none"> <li>1. Employer name; and</li> <li>2. Full address of employer including postcode; and</li> <li>3. HMRC Employer Reference Number (ERN).</li> </ol> <p>If any insured entity does not have an ERN, you must provide us with one of the following reasons:</p> <ol style="list-style-type: none"> <li>a. The entity has no employees; or</li> <li>b. All staff employed earn below the current Pay As You Earn (PAYE) threshold;</li> </ol> <p>or</p> <ol style="list-style-type: none"> <li>c. The entity is not registered in England, Wales, Scotland or Northern Ireland.</li> </ol> <p><b>You</b> must inform <b>us</b> immediately of any changes to the above information.</p>
Clause	6734.0	<p><b>Confirmation of cover: cyber claims</b>  The following is added to <b>What is covered</b>:</p> <p>Cyber claims</p> <p><b>We</b> will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.</p>

### Public and products liability clauses in full

Clause	6080.0	<p><b>Firework and bonfire condition endorsement</b>  The following applies to the whole of this <b>policy</b> and is a condition precedent to <b>our</b> liability.  <b>We</b> will not make any payment under this insurance unless <b>you</b> comply with all of the requirements below.  Whenever <b>you</b> are responsible for any firework or bonfire displays at the <b>insured location</b>, <b>you</b> must ensure that:</p> <ol style="list-style-type: none"> <li>1. there is a written risk assessment in place for the proposed event; and</li> <li>2. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and</li> <li>3. the relevant local authorities have been notified and permission for the event granted and <b>you</b> must also ensure that any requirements from the authorities are fully complied with; and</li> <li>4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and</li> <li>5. fireworks are purchased from a reputable supplier and are not modified in any way; and</li> <li>6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event;</li> </ol>
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# Renewal SCHEDULE

7. and there is appropriate first aid presence on site, in line with the risk assessment document; and
8. appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
9. all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
10. any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material; and
11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
12. there will be no use of accelerants or other flammables on any bonfire; and
13. an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

**We** will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

**Clause 6735.0**

## **Removal of cover: cyber claims**

The following are added to **Special definitions for this section**:

### **Computer or digital technology**

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### **Computer or digital technology error**

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

### **Cyber attack**

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
  - a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
  - b. denial of service attack or distributed denial of service attack.

### **Hacker**

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

# Renewal SCHEDULE

## Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to **What is not covered**:

Cyber incidents

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

## Officials indemnity clauses in Full

Clause	705.4	<b>Prior &amp; pending litigation date</b> Prior & pending litigation date 01/04/2022
Clause	3215.0	<b>Amendment of cover: cyber claims (DO)</b> The following are added to <b>Special definitions for this section</b> :  <b>Computer or digital technology</b>  Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.  <b>Computer or digital technology error</b>  Any negligent act, error or omission by anyone in the:  1. creation, handling, entry, modification or maintenance of; or  2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b> .  <b>Cyber attack</b>  Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:  1. gain access to;  2. extract information from;  3. disrupt access to or the operation of; or  4. cause damage to, any data or <b>computer or digital technology</b> , including but not limited to any:  a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any

## Renewal SCHEDULE

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data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

### Data subject

Any natural person who is the subject of **personal data**.

### Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

### Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

### Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

The following is added to **What is covered**:

### Additional cover

Loss of data resulting from a cyber incident

**We** will pay on behalf of any **insured person** the **loss** arising from a **claim** against that **insured person**, including any **claim** by any **data subjects** relating to **personal data**, where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a **cyber attack**, a **hacker** or that **insured person's** own unintentional error. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **What is not covered**:

**We** will not make any payment for any **claim, loss or investigation** based upon, attributable to or arising out of any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. **social engineering communication**; or
- e. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.

This exclusion does not apply to any **claim**:

- i. covered under **What is covered, Additional cover**, Loss of data resulting from a cyber incident; or
- ii. brought by you, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **How much we will pay**:

# Renewal SCHEDULE

The most **we** will pay under **What is covered, Additional cover**, Loss of data resulting from a cyber incident, is the lesser of:

1. £250,000; or
2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

<b>Clause</b>	<b>3216.0</b>	<p><b>Amendment of cover: breach of professional duty (DO)</b>  <b>What is not covered</b>, Breach of professional duty, is amended to read as follows:</p> <p>Breach of duty to customers</p> <p><b>We</b> will not make any payment for any <b>claim, loss or investigation</b> where any <b>claim</b> is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:</p> <ol style="list-style-type: none"> <li>a. <b>legal representation costs</b> or any insurable civil fines or penalties associated with an investigation resulting from the <b>claim</b>;</li> <li>b. any <b>health and safety/manslaughter claim</b>; or</li> <li>c. a <b>claim</b> by any of <b>your</b> shareholders including any shareholder derivative proceedings in <b>your</b> name without your or any <b>insured person's</b> voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</li> </ol>
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## Commercial legal protection (DAS) clauses in full

<b>Clause</b>	<b>524.0</b>	<p><b>Commercial legal protection</b>  Legal Expenses - cover for up to £100,000  DAS legal advice line: Tel. 0117 933 0626  Please quote policy reference TS5/6702387 in all correspondence  For the purpose of Commercial Legal Protection, <b>We/Our</b> means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.</p>
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## Crisis containment: endorsements

<b>Clause</b>	<b>6752.0</b>	<p><b>Amendment of cover: cyber claims and losses</b>  The following are added to <b>Special definitions for this section</b>:</p> <p><b>Computer or digital technology</b></p> <p>Any <b>programs</b>, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p><b>Computer or digital technology error</b></p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b>.</li> </ol> <p><b>Cyber attack</b></p> <p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:</p> <ol style="list-style-type: none"> <li>1. gain access to;</li> </ol>
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# Renewal SCHEDULE

2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
  - a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
  - b. denial of service attack or distributed denial of service attack.

## Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

The following is added to **What is not covered**:

Cyber incidents

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

**We** will not make any payment for any injury or illness resulting from mental anguish or distress.

## Crisis containment: endorsements

Clause	9003.0	<p><b>Crisis containment provider: Hill &amp; Knowlton</b>                      Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796</p> <p>Crisis containment provider: Hill &amp; Knowlton</p> <p>This contact number will go through to <b>us</b> during <b>working hours</b>, and will go directly to Hill &amp; Knowlton outside of these hours.</p> <p>If <b>you</b> first become aware of a <b>crisis</b> outside of <b>working hours</b>, <b>you</b> must notify <b>us</b> of the <b>crisis</b> as soon as possible within <b>working hours</b> by telephoning +44 (0)800 8402783 or +44 (0)1206 711796.</p>
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# Renewal SCHEDULE

## Clauses - applicable to the whole policy

Clause	6727.0	<p><b>Additional definition: cyber</b></p> <p>The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of <b>your policy</b>:</p> <p><b>Computer or digital technology</b></p> <p>Any <b>programs</b>, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p><b>Computer or digital technology error</b></p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b>.</li> </ol> <p><b>Cyber attack</b></p> <p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:</p> <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to, any data or <b>computer or digital technology</b>, including but not limited to any: <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol> </li> </ol> <p><b>Hacker</b></p> <p>Anyone, including an employee of <b>yours</b>, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol> <p><b>Program(s)</b></p> <p>A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.</p>
Clause	603.1	<p><b>Commercial assistance &amp; legal advice helpline</b></p> <p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none"> <li>• Employment</li> <li>• Prosecutions</li> <li>• Discrimination in the workplace</li> <li>• Health &amp; safety</li> <li>• European law</li> </ul>

## Renewal SCHEDULE

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**Helpline number:** 44 (0)800 840 2269

**Helpline hours:** 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.



## Renewal SCHEDULE

### INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	<b>Hiscox Underwriting Limited</b>
Registered address	22 Bishopsgate, London, EC2N 4BQ, United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

### Insurers

These insurers provide cover as specified in each section of the schedule.

Name	<b>Hiscox Underwriting Limited</b>
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Name	<b>DAS Legal Expenses Insurance Company Limited</b>
Registered address	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
Company registration	Registered in England number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Broker Name	<b>Arthur J. Gallagher Insurance Brokers Limited</b>
Registered address	Spectrum Building 7 <sup>th</sup> Floor 55 Blythswood Street Glasgow G2 7AT
Company registration	Registered in Scotland. Company Number SC108909
Status	Authorised and regulated by the Financial Conduct Authority

## Local Councils

### Quotation Schedule

06/03/2023

*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:	Barrow Parish Council
Correspondence Address:	14 Longridge Road Chipping Preston Lancashire PR3 2QD
Business:	Local Council
Schedule produced on:	06/03/2023
The county association of local council you are affiliated to:	Not Declared
Population of Council Area:	Up to 5,000

**Period of Insurance**

Effective dates	From:	01 April 2023
	To:	31 March 2024
Renewal date:		01 April 2024

**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):	£712.50
Insurance Premium Tax:	£85.50
Total Amount Due (excluding Terrorism):	£798.00
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Overall Annual Premium:	£712.50
Overall Insurance Premium Tax:	£85.50
Policy Administration Fee:	£25.00
Overall Amount Due:	£823.00

## 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	£150,000
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	Not Insured	Not Insured
Contents	£27,500	£33,000
Other Property Insured away from the Premises		
Street Furniture	£60,000	£72,000
Gates and Fences	£30,000	£36,000
Playground Equipment	£75,000	£90,000
CCTV Equipment	£6,120	£7,344
War Memorials	£40,000	£48,000
Ground Surfaces	Not Insured	£0
Mowers and Machinery	£5,000	£6,000
Sports Equipment	£15,000	£18,000
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
Migration 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	£10,000
Item 2 - Additional Increased Cost of Working Maximum Indemnity Period: 12 Months	Insured	£10,000
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	£150,000 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
Section 10	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

#### [ 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 legislation implementing the General Data Protection Regulation 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.

#### [ KEYPERSONS ] - Key Persons

Two - Business Interruption:

The Insurer will indemnify the Insured against:

1. death of the Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man or total and permanent disablement of the Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man which prevents them from attending to their normal occupation,
2. injury caused by accidental and violent means of Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man
3. illness of the Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man

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 £10,000 in any one Period of Insurance.

In the event of a claim under this Extension the Insured must supply the following documentary evidence at their own expense;

1. Confirmation of the dates of period of absence being claimed for including the date the absence commenced and the date the Key Person resumed their duties on behalf of The Insured
2. Receipts and bills in whichever form We may require substantiating the costs of the services incurred and or the persons employed to replace Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man during their period of absence

Exclusions to this extension

We will not make payment under this Extension where

1. the Accidental Bodily Injury to or illness of the Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man is directly or indirectly caused by or results from:
  - (a) any physical defect, infirmity or medical condition known to the Key Person at the inception date of this policy, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding the inception date of this policy;
  - (b) the Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the Key Person
  - (c) pregnancy or any condition connected with pregnancy or childbirth
  - (d) any criminal act by the Insured or the Insured's Clerk, Deputy Clerk, Grounds Man or Deputy Grounds Man
2. any period of absence lasts less than 14 days injury or illness must exceed a period of 14 days

[ 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



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](http://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](http://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](mailto: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](http://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](mailto: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](mailto: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](http://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..

# Agenda Item 13

## For Information



<b>Meeting Date:</b>	<b>13 March 2023</b>
<b>Title:</b>	<b>Planning Report</b>
<b>Submitted by:</b>	<b>Clerk and Responsible Financial Officer</b>

### 1. Purpose of the report.

To inform members of planning matters since the last meeting that relate to Barrow.

### 2. Weekly applications relating to Barrow:

Members are reminded that the weekly and decided lists of planning applications are available to view on the RVBC website: [https://www.ribblevalley.gov.uk/weekly\\_lists](https://www.ribblevalley.gov.uk/weekly_lists)

- 03 March: There were no applications.
- 24 February: There were no applications.
- 17 February: There were no applications.
- 10 February: There were no applications.
- 3 February: There were no applications.
- 27 January: There were no applications.
- 20 January: See below.

<b>3/2023/0042</b>	Application for tree works	<b>Development Description:</b>	<b>Grid Reference</b>
<b>DATE VALID:</b> 10/01/2023	<b>Development Address:</b> 11 Wheatsheaf Close Barrow BB7 9XP	Tree Works - T1 (Oak) Remove major deadwood, crown lift to 3.5m and reduce limb overhanging No 9 by 1.5m.	373575 437561
<b>Officer:</b>	Alex Shutt 01200 425111		

- 23 December 2022: There were no applications.

### 3. Weekly decisions relating to Barrow.

- 24 February: See below.

<b>3/2023/0042</b>	<b>Barrow</b>	<b>Development Description:</b>	<b>Grid Reference</b>
<b>Decision Date:</b> 23/02/2023	<b>Development Address:</b> 11 Wheatsheaf Close Barrow BB7 9XP	Tree Works - T1 (Oak) Remove major deadwood, crown lift to 3.5m and reduce limb overhanging No 9 by 1.5m.	373575 437561
<b>Officer:</b>	Alex Shutt		
<b>Decision Type:</b>	APPROVED WITH CONDITIONS		

- 17 February: No decisions.
- 10 February: No decisions.
- 3 February: No decisions.
- 27 January: No decisions.



- 20 January: See below.

<b>3/2022/0728</b>	<b>Barrow</b>	<b>Grid Reference</b>
	Applications for full consent	373878 438283
<b>Decision Date:</b> 20/01/2023	<b>Development Address:</b> Units 4 and 5 Barrow Brook Trade Park Lodge Close Barrow BB7 9BQ	<b>Development Description:</b> Proposed change of use from A1 (retail) to extend the gym floor space from the adjacent Unit 5 into Unit 4 including a new beauty salon and healthy food deli offering breakfast and lunch options. Retention of unauthorised mezzanine level at Unit 5. Resubmission of 3/2022/0354.
<b>Officer:</b>	Stephen Kilmartin	
<b>Decision Type:</b>	APPROVED WITH CONDITIONS	

- 13 January: See below.

<b>3/2022/1006</b>	<b>Barrow</b>	<b>Grid Reference</b>
	Prior notification for the installation a	373947 438343
<b>Decision Date:</b> 09/01/2023	<b>Development Address:</b> Total Food Services Ltd North Road Barrow BB7 9QZ	<b>Development Description:</b> Installation of roof mounted PV panels to produce clean electricity to support business operation at the property. System Size: AC - 150kW.
<b>Officer:</b>	Stephen Kilmartin	
<b>Decision Type:</b>	APPROVED WITH CONDITIONS	

- 6 January: No decisions.
- 23 December 2022: No decisions.

#### 4. Members are recommended:

To note the contents of the report and set out any actions relating to the planning matters mentioned.

# Agenda Item 15

## For Information



Meeting Date:	13 March 2023
Title:	Setting up 'No Cold Calling Zones'
Submitted by:	Clerk and Responsible Financial Officer

### 1. Purpose of the report.

To update inform members on the process for setting up 'No Cold Calling Zones.'

### 2. Background:

Members will recall that at their meeting in January they authorised the clerk to investigate how 'No Cold Calling Zones' could be set up.

### 3. 'No Cold Calling Zones':

#### 3.1 General considerations.

No Cold Calling Zones are about residents or communities having the confidence to say "NO" to uninvited salespeople and to warn rogue traders and cold callers that they are not welcome in an area. However, the **Zones have no legal status**, and it would not be illegal for traders to call at homes that did not display a door sticker.

#### 3.2 Door stickers.

Each house in the Zone would be provided with a sticker to display on their door or window. On the outward facing side would be a message such as *"Warning: The residents of this property do not deal with uninvited traders"*.

Door stickers should be specifically designed so that they can be considered as a request for a trader to leave a property under the Consumer Protection from Unfair Trading Regulations 2008. Each homeowner in a Zone should display the sign.

#### 3.3 Street signs.

Fundamental to the success of any scheme is to mark the area's boundaries with signs that clearly say that it is a "NO DOORSTEP CALLERS HERE!" area. These signs are likely to be fixed to a lamp post or walls etc. and are used in conjunction with other signs such as Neighbourhood Watch signs.

#### 3.4 Basic crime prevention measures.

An essential part of any scheme is to educate residents about how to deal with cold callers and to give them the confidence to say "NO". Residents should be provided with information packs detailing basic measures to protect themselves from doorstep crime and improve their home security.

#### 3.5 If somebody cold calls in the Zone

Residents would be encouraged to report doorstep sellers to Lancashire's Trading Standards.

## **4. How to set up a Zone:**

### **4.1 Consultation with residents.**

No Cold Calling Zones are not imposed or created by Trading Standards or any other organisation. It is important that most residents (more than 50%) want the Zone. Once consultation with residents has been carried out, a decision on whether a zone should go ahead can be made.

### **4.2 Population, areas.**

The suitability of an area as a No Cold Calling Zone needs to be considered in relation to the following criteria.

- The area has a strong enough community bond/spirit and desire on which to base the initiative (e.g. Neighbourhood Watch, Residents Associations, etc.)
- There is relevant evidence of a history of doorstep rogue trading/bogus calling.
- The age and/or vulnerability of the residents cause them to be at greater risk of detriment and crime through cold calling.
- The nature or type of housing is potentially attractive to doorstep rogue traders.
- The area is distinct and can be clearly identifiable as a Zone.
- The Parish/Town Council supports the establishment of such a Zone.

### **4.3 Signs.**

Once it has been decided to go ahead, you need to decide how many signs are required and where they will be located. There is a cost implication to this and need to check with LCC on any design.

### **4.4 LCC Highways.**

All signs must be erected with the approval and authorisation of LCC. The licence for the signs needs to be granted to an organisation that has public liability insurance.

### **4.5 RVBC planning department.**

No Cold Calling Zones signs are not legally considered to be signs, they are an advertisement and therefore there is a need to seek permission from RVBC's planning department before the signs go up. This is under the Town & Country Planning (Control of Advertisements) Regulations. You need to advise RVBC that LCC Highways have approved the signs going up.

### **4.6 Launch.**

Invitations should be sent to residents and members of the community inviting them to the launch.

### **4.7 Resident's Information Packs**

Resident's Information Packs can be provided as part of the scheme. It is an opportunity to provide residents of a Zone with useful information relating to their security and protection.

#### **4.8 Non-compliance with the zones.**

In situations where an uninvited salesperson or trader does visit a resident in a No Cold Calling Zone, the resident would be expected to notify either the Police or Trading Standards. Trading Standards should assess each incident on a case-by-case basis to consider what action is required. If an unwanted visit is made by a national company, a letter can be sent to the company advising that the area is now a No Cold Calling Zone and therefore such visits are not welcome.

#### **5. Members are recommended:**

To note the content of the report.

## Agenda Item 16

### **ACTIONS arising from the Council meeting held on Monday 30 January 2023**

Minute 230130/ Item		Action	Who	Update 06/03/23
7	Co-option of Parish Councillor	Inform RVBC of the new appointment.	Clerk	Complete
9	Action Plan	Review Action Plan and send comments to Clerk	Members	No comments received. Agenda Item 9
10	CCTV	Contact ITUS and get a formal quote	Clerk	Agenda Item 11
11	Newsletter	Submit content suggestions to Clerk	Members	No content received
		Submit a draft newsletter to next Council meeting	Clerk	No content received
12	Grit Bins	Provide locations where grit bins required to Clerk	All at meeting	No locations received
	Barrow Brook roundabout	Contact LCC regarding the state of the roundabout	Cllr Birtwhistle	-
	'Starbucks' roundabout	Contact RVC regarding the state of the roundabout	Cllr Birtwhistle	-
	Barrow signs and coat of arms	Progress the matter with the school and LCC	Cllrs LS and LD	-
	Woodland Path	Continue to progress the matter	Cllr Birtwhistle	-
	Overgrown hedge near post box/Whiteacre Lane	Send photo of the hedge to Clerk	Cllr Dewhurst	-
		Inform LCC Highways	Clerk	Need photo
12	Barrow boundary	Contact RVBC regarding precept payments	Clerk	Complete.
13	Garden Services	Inform successful contractor and draft a contract	Clerk	Complete
16	King's Coronation	Contact parishioners for celebration ideas.	All	No ideas returned
		Submit report to next Council meeting on proposals	Clerk	Nothing to report
17	Cold Calling Areas	Contact LCC re setting up 'No Cold Calling' areas.	Clerk	Agenda Item 15
18	Barrow Brook Lake	Monitor amount of rubbish.	All	-