

**MELBOURN PARISH COUNCIL  
MINUTES**

**Minutes of a Meeting of the Parish Council held on Monday 10<sup>th</sup> October 2016 in the Lecture Room at Melbourn Village College at 7.15pm.**

**Present: Cllrs Norman (Chair), Siva (Vice Chair), Cross, Gatward, Hales, Harrington, Hart, Regan, Sherwen, Stead**

**In attendance: The Clerk, District Cllr Barrett and County Cllr S v d Ven and approximately 70 members of the public.**

The Clerk opened the meeting and welcomed the public and the new council introduced themselves.

**PC79/16      From The Clerk – Closing of the meeting of 25<sup>th</sup> July 2016.**

Due to the Parish Council Meeting being closed early on the 25<sup>th</sup> July 2016 The Clerk explained there were items not discussed. There were letters of thanks items that had now been received and correspondence relating to the Freedom of Information request of the Grievance report which The Clerk confirmed would be discussed under PC104/16.

**PC80/16      From The Clerk – Confirmation of Declaration of Office and Register of Interest received from New Councillors.**

The Clerk confirmed Declaration of Office and Register of Interest Forms from all new councillors had been signed and witnessed by The Clerk.

**PC81/16      To receive nominations and to elect the Chairman of the Parish Council and signing of Declaration of Office**

The Clerk announced that this election is to cover the period from October 2016 to the end of the Civic Year in May 2017. At this point, fresh elections will take place and there will be a full complement of Councillors to draw on.

**IT WAS PROPOSED BY CLLR HART AND SECONDED BY CLLR HALES THAT CLLR NORMAN BE ELECTED AS CHAIR TO MELBOURN PARISH COUNCIL. 6 CLLRS VOTED IN FAVOUR OF THE PROPOSAL AND 3 CLLRS WERE AGAINST. THIS WAS CARRIED.**

The Declaration of Office was signed by Cllr Norman and The Clerk.

The Chair gave a brief introduction.

**The Clerk had suggested moving PC 84/16 and PC85/16 in front of PC82/16. THIS WAS PROPOSED BY THE CHAIR AND SECONDED BY CLLR CROSS. ALL IN FAVOUR. THIS WAS CARRIED.**

**PC84/16 To approve recordings at meetings**

Cllr Gatward stated this was a very good idea and Cllr Regan stated it was long overdue.  
**THIS WAS PROPOSED BY CLLR HALES AND SECONDED BY CLLR SIVA. 9 COUNCILLORS WERE IN FAVOUR OF THIS PROPOSAL AND 1 WAS AGAINST. THIS WAS CARRIED.**

**PC85/16 The council to decide how the recordings are going to be stored and published.**

It was discussed about initially recording Parish Council Meetings only. Cllr Hales recommended the recording should be placed onto the website along with the minutes. The Chairman suggested that the recording goes up on the web the following day after the meeting. Cllr Regan stated it is a vital form of transparency and it also gives the opportunity for members of the public that were unable to attend the meeting to listen on line. If an in camera session takes place the recording would be stopped and notes would be written by The Clerk. **THIS WAS PROPOSED BY CLLR HART AND SECONDED BY CLLR REGAN. 9 COUNCILLORS WERE IN FAVOUR OF THE PROPOSAL AND 1 COUNCILLOR ABSTAINED. THIS WAS CARRIED.**

**PC82/16 To receive apologies for absence**

Cllr Kilmurray due to personal reasons.

**PC83/16 To receive any declarations of pecuniary and non-pecuniary interest and reasons from councillors on any item on the agenda.**

The Chair explained what pecuniary and non-pecuniary interest's means.

Cllr Sherwen stated his daughter is an occasional contractor for the council.

Cllr Stead works for Cambridge County Council.

The Clerk confirmed South Cambridgeshire District Council has still to place councillors Register of Interests on their website.

**PC86/16 To receive nominations and to elect the Vice-Chairman of the Parish Council and signing of Declaration of Office.**

**IT WAS PROPOSED BY CLLR REGAN AND SECONDED BY CLLR HARRINGTON THAT CLLR SIVA BE ELECTED AS VICE CHAIR TO MELBOURN PARISH COUNCIL. ALL IN FAVOUR THIS WAS CARRIED.**

The Declaration of Office was signed by Cllr Siva and The Clerk.

**PC87/16 To receive nominations and to elect the representative to the Hub Management Group**

The Chair explained that the role of the Representative to the Hub Management Group is to attend Hub management Group meetings so that person could report back to council.

Cllr Gatward stated Cllr Townsend was the previous representative and wanted to express

her thanks to Cllr Townsend for all her commitment and dedication to the Parish council for many years.

**IT WAS PROPOSED BY CLLR HALES THAT CLLR HARRINGTON BE APPOINTED REPRESENTATIVE TO HUB MANAGEMENT GROUP.** The Clerk had some concerns that Cllr Harrington could be argued as a conflict of interest as Landlady to the Black Horse Pub, but from the opposite side could have some insights that could help. On the advice from CAPALC this would be acceptable if the council were made aware and Cllr Harrington ensures she would represent only the interests of the council and not any personal interests. **THIS WAS SECONDED BY CLLR SIVA. ALL IN FAVOUR. THIS WAS CARRIED.**

**PC88/16 Public Participated (For up to 15 minutes members of the public may contribute their views and comments and questions to the Parish Council – 3 minutes per item).**

#### **At 7.40pm The Chair Suspended Standing Orders**

Mrs Mavis Howard asked The Clerk if she had sent out Liberal Democrats leaflets with agendas and minutes to the previous council. To which The Clerk replied no. The Chairman asked Liberal Democrat County Cllr van de Ven for Melbourn to explain, to which the answer was all Parish Councillors in all villages she represents are sent a copy of a Liberal Democrat monthly newsletter by email and if anyone wishing to not receive this can unsubscribe. Cllr Hart commented she that she finds it very helpful and fundamental for a Parish Councillor to know.

PC84/16 Dr Arthur Alderton asked if recordings were going to be made of committee meetings. Dr Alderton also asked if the Hub Representative would become a Director of the Hub Management Group and full voting write. The Chairman stated it is to keep the connection between the Hub Management Group and Parish Council and it is unlikely the Hub rep would become a director as there would be a conflict of interest, Cllr Harrington would be purely an observer. Dr Alderton felt there should be a more powerful and valuable connection.

Mr George Meliniotis had concerns about the recent election and how the leaflet with 9 candidates on it was for a new political party all from the same ethos and other candidates were left out. Mr Meliniotis felt it was not immediate transparency but was translucency. Mr Meliniotis felt it did not start off well and hope that there will be transparency.

Mrs Brenda Meliniotis stated that the recent election turn out for voting was 28%. Friends of the Meliniotis were put off from voting because they felt there was a hidden agenda. The Chairman stated officers from SCDC thought there would only be a 10% turnout so a lot more people voted than they thought. The Chairman also stated it is down to the individual election candidate to promote themselves.

Mr Colin Conner – informed all at the meeting at the leaflet helped him make his decision. Some election candidates chose not to put any information out. One candidate chose to put rude remarks on a website and therefore decided he would not vote for the person.

Mr Mike Stapleton – raised his concerns about the operation of The Hub and the Financial Report Appendix B on 14<sup>th</sup> June 2016 from Jonathan Berks and the increase of expenditure.

Dr Alderton – Stated the Hub is required to make a profit and he used to be one of the Directors. The Hub has to work as it is a community facility. Dr Alderton raised the issue about the Parish Council cutting the grass outside the Hub which brings no profit. Running of the Hub and Finance are not looked at in the same way and the Hub should not make cuts to save money.

#### **At 7.55pm The Chair reinstated Standing Orders**

#### **PC89/16 To discuss Melbourn Parish Council Committee Structure and Appoint Committees and Chairs and Vice Chairs**

The Chair explained the existing committee structure.

At the Team Briefing Session run by Ian Dewar on 3<sup>rd</sup> October 2016 it was recommended by CAPALC that council should suspend all committee structures and that all decisions and expenditure should go through Full Council. This was for two reasons; the first is due to the current financial position only having £160,000 to spend in this financial year and would stop any expenditure apart from Full Council. The second is to give all new councillors the opportunity to learn and discuss all areas of the Parish Council. CAPALC recommended appointing working parties who would report back to Full Council.

Cllr Harrington felt this is a fresh start for Melbourn and we should be taking the advice from CAPALC.

Cllr Sherwen had concerns as he felt the cemetery business will not be dealt with as quickly and efficiently as previous meetings were held every 6/8 weeks.

Cllr Regan suggested taking the CEO's advice and to deal with problems through the Full Parish Council.

Cllr Hart and Hales stated some members of the council are very new and inexperienced and supported this idea of suspending committees and go through Parish Councils so all members are fully informed with same information.

Cllr Siva stated there needs to be openness and transparency and this way you will get to know the new council and how we work.

Cllr Sherwen raised his concerns that New Road Cemetery is due to have more tree planting being carried out by the developer and felt there needed to be a committee to reflect this and didn't agree with suspending committees. The Chair suggested a working party to carry out the task.

The Chair explained that there will be future sessions at Parish Council Meetings on what committees do so all councillors have an understanding of all committees.

Cllr Gatward and Cllr Stead stated they would be happy to show any new members of the council around the conservation areas and areas affected by Highways.

Cllr Hales stated the New Road Cemetery is part of an S106 agreement – with developer and must be adhered to. This would be very useful for the whole council to understand the S106 process.

Cllr Regan highlighted that working parties can involve the public.

**IT WAS PROPOSED BY CLLR REGAN AND SECONDED BY CLLR SIVA THAT MELBOURN PARISH COUNCIL SUSPEND ALL COMMITTEE STRUCTURES UNTIL THE END OF THE CIVIC YEAR AND TERMS OF REFERENCE WILL NEED TO BE AGREED FOR ANY WORKING PARTY 9 COUNCILLORS WERE IN FAVOUR OF THE PROPOSAL AND 1 COUNCILLOR ABSTAINED. THIS WAS CARRIED.**

**IT WAS PROPOSED BY CLLR STEAD TO APPOINT A CEMETERIES WORKING PARTY TO OVERSEE THE TREE PLANTING AT NEW ROAD CEMETERY. THIS WAS SECONDED BY CLLR GATWARD. 5 COUNCILLORS WERE IN FAVOUR OF THE PROPOSAL, 4 COUNCILLORS WERE AGAINST THE PROPOSAL AND 1 COUNCIL ABSTAINED. THIS WAS CARRIED.**

**CLLRS SHERWEN, CLLR STEAD AND CLLR GATWARD NOMINATED THEMSELVES TO BE ON THE CEMETERIES WORKING PARTY.** Cllr Sherwen stated to contact him if any other councillor wishes to be on this working party.

The Chair spoke about the HR Committee and how this complies with the Council's Employment Policy to staff, so therefore this committee must continue, but rename as the HR Panel.

**CLLRS CROSS/HART/HARRINGTON AND GATWARD NOMINATED THEMSELVES TO BE ON THE HR PANEL.**

The Chair discussed was there a need for a Planning Committee to make decisions on all Planning Applications. Cllr Hales explained currently the Parish Council has a 21 day notification period to respond to all planning application and this could be dealt with by holding a Full Parish Council Meeting every month, but in addition have Parish Council Meetings to discuss planning applications every two weeks.

Cllr Hales suggested The Clerk to send guidelines for SCDC Material Planning Consideration rules to Councillors.

**ACTION: THE CLERK**

**IT WAS PROPOSED BY CLLR HALES AND SECONDED BY CLLR HART TO HAVE FULL COUNCIL MEETING FORTNIGHTLY UNLESS IT IS A 5 WEEK MONTH. THE MONDAY THAT IS IN THE MIDDLE OF THE MONTH MAY NOT TAKE PLACE IF THERE IS NOT ENOUGH PLANNING APPLICATIONS. ALL IN FAVOUR. THIS WAS CARRIED.**

The Chair explained MAYD Committee must be appointed. MAYD stands for Melbourn Area Youth Development and donations are received from other local parish councils to help run the youth club in Melbourn for all students around the area to attend.

Cllr Hales recommended at least 5 members from Melbourn should be on the committee. It is stated in the Service Level Agreement that County Cllr van de Ven and District Cllr Barrett are part of the committee.

**IT WAS PROPOSED BY CLLRS HALES AND SECONDED BY CLLR CROSS MAYD COMMITTEE BE APPOINTED. THIS WAS CARRIED BY ALL.**

**CLLR HALES AND CLLR CROSS NOMINATED THEMSELVES TO BE ON MAYD COMMITTEE.**

**PC90/16 To approve the Minutes of the Parish Council Meeting held on 27<sup>th</sup> June 2016 As drafted by The Clerk (excluding the in camera minutes).**

The Chair reminded all members that during the last meeting The Council rejected the amended minutes as they had been edited by the previous Chair and the action was to bring the minutes written by The Clerk to the next meeting. The in camera session part of the minutes will be discussed and the Annual Parish Council meeting in May 2017 and the Council will decide whether they can be released to the public.

The Chair also stated that due to there only being 4 councillors around the table who were councillors at the time (27<sup>th</sup> June 2017) and are still councillors now, these four members can only vote and all other councillors will need to abstain.

**IT WAS PROPOSED BY CLLR HART AND SECONDED BY CLLR STEAD. 4 WERE IN FAVOUR AND 6 ABSTAINED. THIS WAS CARRIED.**

**PC91/16 To approve the Minutes of the Parish Council Meeting on 25<sup>th</sup> July 2016**

The Chair stated again that due to there only being 4 councillors around the table who were councillors at the time (25<sup>th</sup> July 2017) and are still councillors now, these four members can only vote and all other councillors will need to abstain.

Cllr Stead confirmed he was not present at the last Parish Council Meeting so therefore could not comment.

Cllr Hart stated the venue was actually at the Village College in the Lecture Room not held at Melbourn Community Hub.

**IT WAS PROPOSED BY CLLR HART AND SECONDED BY CLLR SHERWEN. 3 WERE IN FAVOUR OF THE PROPOSAL AND 7 ABSTAINED. THIS WAS CARRIED.**

**PC92/16 To approve the payments made in August and September 2016 (APPENDIX A)**

The Chair flagged up the payments to the Hub and at a recent Parish Council meeting

payment of rent to the Hub was to include Parish Office and use of Monday Evening meetings room. The Clerk confirmed invoices had always been sent to the Parish Office and paid and approved by Full Council since taking over as Clerk – January 2016.

The Chair informed all that The Hub Management Report will be presented to council on Monday 24<sup>th</sup> October 2016. The Lease will need to be reviewed again by the New Parish Council and CEO of CAPALC has commented that it is unusual for the owners of the building to be charge rent.

**IT WAS PROPOSED BY CLLR STEAD AND SECONDED CLLR HALES PAYMENTS FROM AUGUST AND SEPTEMBER 2016 BE ACCEPTED. THIS WAS CARRIED BY ALL.**

**PC93/16 For information only – Public Works Loan Board payment being debited from current account on Monday 17<sup>th</sup> October 2016 - £1647.10.**

This was noted by The Chair.

**PC94/16 For Information only – to report on External Audit End of Year Figures.**

The Chair explained the contractor who had supported The clerk with the end of year figures had made an error. The explanation is show in APPENDIX B

The Clerk confirmed the End of Year Audit has been approved and signed off by PKF Littlejohn.

**PC95/16 Insurance Policy Renewal Ratification by Council**

The Chair noted the invoice for this had been paid whilst the Parish Council were not quorate. Reading through the document it appears to be in order – APPENDIX G

**IT WAS PROPOSED BY CLLR CROSS AND SECONDED BY CLLR HALES THE INSURANCE POLICY RENEWAL FOR 2016/2017 WAS IN ORDER AND SHOULD BE ACCEPTED. THIS WAS CARRIED BY ALL.**

**PC96/16 To approve All Saints Church Service Agreement for Maintenance of Parish Clock (APPENDIX C)**

The Chair explained the Parish Council has always maintained responsibility for the Parish Clock. The Clerk stated that due to the current financial situation the Council should consider the annual fee for maintaining the clock rather than a 3 year fixed price as there is such a small difference in price.

**IT WAS PROPOSED BY CLLR HALES AND SECONDED BY CLLR HART. THIS WAS CARRIED BY ALL.**

**PC97/16 To approve one of 3 quotes to separate the Hub Server from the Parish Council**

The Chair explained under the Parish Councils' Data Protection Policy the IT System for the Parish Office is not separate from The Hub and this needs to be changed urgently.

The Clerk read out 3 quotes (A/B/C) .

**After discussion IT WAS PROPOSED BY CLLR NORMAN AND SECONDED BY CLLR HALES QUOTE C WAS ACCEPTED FOR £1327.15. ALL IN FAVOUR. THIS WAS CARRIED.**

**PC98/16 To give permission for The Clerk to investigate changing banks for Melbourn Parish Council – Current Account with Cheque Book and Savings Account**

The Clerk explained current banking process is not robust enough and on the advice from CAPALC should move to a bank which is more suited to Parish Councils.

**IT WAS PROPOSED BY CLLR NORMAN AND SECONDED BY CLLR HARRINGTON. ALL IN FAVOUR. THIS WAS CARRIED.**

**PC99/16 Appoint additional signatories for Melbourn Parish Council**

The Chair explained the Parish Council currently only has two signatories and the council's policy is to have three. The Clerk suggested having another four signatories available to call on if needed.

**CLLR HART/CLLR CROSS/CLLR SIVA AND CLLR REGAN NOMINATED THEMSELVES TO BE SIGNATURES. ACTION: THE CLERK TO CONTACT CLLRS TO COMPLETE THE NECESSARY PAPERWORK.**

**PC100/16 To agree to engage a Pensions Advisor**

The Chair explained Melbourn Parish Council's staging date is January 2017. The Clerk is unable to offer advice to The Council on Pensions; therefore the Council will need to agree to engage a Pensions Advisor. The Chairman also explained The Clerk had been in discussion with Meldreth and Orwell Parish Clerk who would be interested in sharing the cost.

The Chair stated it would be the responsibility of the HR Panel to attend and report back to Council on the Pension Advisor. **IT WAS PROPOSED BY CLLR CROSS AND SECONDED BY CLLR HALES TO APPOINT A PENSIONS ADVISOR COSTING UP TO A MAXIMUM OF £750. ALL IN FAVOUR. THIS WAS CARRIED.**

**PC101/16 Littlehands Nursery – Signing of Deed of Rectification required removing the building at the Recreation Ground from the terms of the Field in Trust Restriction.**

The Chair explained in error the Fields in Trust was assigned to Littlehands Nursery Building and this is now required to be separated to proceed with the new Lease

between Melbourn Parish Council and Littlehands Nursery.

*{Post meeting note: Following the meeting it was clarified that this was not in fact correct, the solicitor looked at this site carefully as it enclosed two buildings Littlehands and Part of the Pavilion and at the time confirmed Fields in Trust and Littlehands should be part of the same lease}.*

**IT WAS PROPOSED BY CLLR SHERWEN AND CLLR STEAD THE DEED OF RECTIFICATION SHOULD BE SIGNED. THIS WAS CARRIED. THE CHAIR AND VICE CHAIR THEN SIGNED THE DEEDS.**

**PC102/16      Current Financial Situation**

The Chair reported there is £160,000 until end of the financial year which includes the reserves. The Council will need to discuss and decide on a Reserves Policy. The anticipated spend by the end of this financial year is £289,000 and the council is not in a good place. The Council will have to decide how to build reserves in future and have tight control which will need to continue for years to come.

**ACTION: THE CLERK TO BRING RESERVES POLICY TO COUNCIL**

Cllr Stead wanted it noted that CEO of CAPALC had said there had been no money gone missing.

The Clerk is to circulate a list of non-discretionally spend on committees to councillors.  
**ACTION: THE CLERK**

**PC103/16      To appoint a working party to view the Code of Conduct**

The Chair explained the Code of Conduct Policy that was approved back in March 2016 did not run smoothly before and the Council should appoint a working party to address this.

**ACTION: THE CLERK TO BRING TERMS OF REFERENCE FOR THE WORKING PARTY TO THE NEXT MEETING**

**IT WAS PROPOSED BY CLLR REGAN AND SECONDED BY CLLR STEAD TO APPOINT A WORKING PARTY TO REVIEW THE CODE OF CONDUCT AND TERMS OF REFERENCE. ALL WERE IN FAVOUR. THIS WAS CARRIED.**

**PC104/16      To make a decision on publication of the Grievance Report**

The Chair explained there had been legal action and read out correspondence between The Clerk and Solicitor. APPENDIX D

The Chair also reminded members that Melbourn Parish Council's financial position is not

good. The Parish Council needs to be open and transparent, but there is a risk of litigation to the council.

If Melbourn Parish Council chooses not to release the report the Information Commissioners Office would then review the report and if they felt appropriate order Melbourn Parish Council to publish the report. If we do that the risk of being sued transfers from Melbourn Parish Council to the Information Commissioners Office.

Cllr Regan stated it is not a refusal – Melbourn Parish Council is being cautious about what we can release. We have not published the report to date because of specific reasons.

Cllr Hales stated the Grievance Report is not just about a grievance made against an individual the report also looked at how the Parish Council was operating and treating staff.

At 9.50pm Standing Orders were suspended.

Mr George Meliniotis asked The Chair where the public go when the Parish Council goes into Camera and The Chair confirmed they would leave the room as normal.

At 9.52pm The Chair Reinstate Standing Orders.

At 9.53pm The Chair Suspended Standing Orders for Grievance Report discussion from members of the public.

Dr Alderton asked have the FOI requests expired and should new FOI requests be sent again. The Chairman confirmed it is relating to the continuation of old FOI requests as they have not been responded to.

At 9.55pm The Chair Reinstated Standing Orders

**MELBOURN PARISH COUNCIL IS UNABLE TO RELEASE THE GRIEVANCE REPORT AT THE MOMENT. THE LONG TERM OBJECTIVE IS TO RELEASE IT AS SOON AS PRACTICABLY POSSIBLE. MELBOURN PARISH COUNCIL WILL WAIT FOR A RULING FROM THE INFORMATION COMMISIONERS OFFICE. THIS WAS PROPOSED BY CLLR HART AND SECONDED BY CLLR REGAN. ALL IN FAVOUR. THIS WAS CARRIED.**

**ACTION: THE CLERK TO INFORM ALL PEOPLE WHO HAVE ASKED FOR FOI REQUEST.**

The Chair explained within the Grievance Report there were 17 recommendations and the majority of these were to the Council which they are required to address. The Chair explained the recommendations could be published and dealt with by the Council ensuring any wording associated with members of the public or with the individual are extracted from the report. APPENDIX F

**IT WAS PROPOSED BY CLLR CROSS AND SECONDED BY CLLR HALES THAT THE RECOMMENDATIONS CONTAINED IN THE GRIEVANCE REPORT WHICH WERE AIMED AT THE PARISH COUNCIL RATHER THAN THE INDIVIDUALSHOULD BE**

**EXTRACTED FROM THE REPORT AND PUBLISHED WITH IMMEDIATE EFFECT. ALL IN FAVOUR. THIS WAS CARRIED.**

**PC105/16 To appoint a working party to investigate the Car Park Spend**

The Chair gave some background on the additional sum of money charged for the car park. Payment of the final cost has been deferred as the Parish Council was not quorate. The deadline for payment is 14 October 2016. *[Post meeting note: Following the meeting it was clarified that the PC had been given an additional 60 working days. That takes the deadline to 1<sup>st</sup> November 2016.]* Priority is for a working party to look through the file to see how decisions were made. Depending on what the papers say, we may need to take legal advice. Cllr Regan noted that the Parish Council have two outstanding actions firstly the need for a full Post Project Review to learn lessons from the Car Park Project for future reference and secondly and more importantly the need to determine whether the Parish Council is liable for payment of the additional costs of the contractors claim. Cllr Regan agreed that a working party should be established as soon as possible. He also stated that it was imperative that the Chair of the working party should be independent and not from the Parish Council. He also suggested that applications from the public be sought to be members of the Working Party.

Proposal for the setting up of a Working Party with an independent Chair to be done as soon as possible to meet time scales. Cllr Gatward suggested that Sweets (UK) Ltd should be part of the Working Party however Cllr Regan suggested this was not appropriate.

**IT WAS PROPOSED BY CLLR REGAN AND SECONDED BY CLLR HART. ALL WERE IN FAVOUR AND THIS WAS CARRIED.**

There was some discussion of the proposed membership of the Working Party to include Councillors who had some previous knowledge of the car park – namely, Cllr Hales, Cllr Regan and Cllr Sherwen. The Chairman called for a further Councillor to stand and Cllr Hart suggested Cllr Kilmurray (in his absence). **ACTION: THE CLERK TO MAKE CONTACT WITH CAPALC IN THIS REGARD UNTIL A CHAIR HAS BEEN ELECTED FOR THE WORKING PARTY.**

**PC106/16 To confirm a date to discuss and appoint members of the public for co-option**

The Clerk reported that she has put Notices of Co-option on the notice board and the Parish Council website. The Chair suggested advertising the vacancies more widely. Parish Councillors have completed a skills audit which has highlighted what skills Councillors bring to the Parish Council and also where there are gaps. Cllr Regan noted that the skills audit also included a section on the Nolan Principles. Those seeking to be co-opted to the Parish Council to be asked to complete a skills audit. Cllr Siva suggested seeking applications from as many people as possible. APPENDIX F

Proposal that the vacancies for co-option are advertised more widely.

**IT WAS PROPOSED BY CLLR NORMAN AND SECONDED BY CLLR HALES. 9 CLLRS VOTED IN FAVOUR AND 1 CLLR ABSTAINED. THIS WAS CARRIED.**

Cllr Hales suggested doing co-option as soon as possible, if possible by 24<sup>th</sup> October 2016. Deadline for applications should close at 16:00 on Friday 21<sup>st</sup> October 2016.

The Chair queried how the decision will be made in the event that there are many applications. Usually discussions concerning individuals would be done in camera. The Chair suggested that applications be anonymised to allow discussions to take place in public.

**CLLR REGAN PROPOSED AND CLLR SHERWEN SECONDED TO ASSESS AND DISCUSS THE APPLICATIONS ANONYMOUSLY. ALL WERE IN FAVOUR. THIS WAS CARRIED.**

**PC107/16 To consider the following Planning Applications:**

- (a) Application of alteration of door opening to existing garage, demolition of adjoining open storage outbuildings, erection of new adjoining garage and store at 12 High Street, Melbourn, Royston, Cambridgeshire, SG8 6EB. S/2487/16/LB  
**IT WAS PROPOSED BY CLLR REGAN AND SECONDED CLLR HART TO ACCEPT THIS APPLICATION WITH NO COMMENT. ALL IN FAVOUR, THIS WAS CARRIED.**

- (b) Application of alteration of door opening to existing garage, demolition of adjoining open storage outbuildings, erection of new adjoining garage and store at 12 High Street, Melbourn, Royston, Cambridgeshire, SG8 6EB. S/2486/16/FL

**IT WAS PROPOSED BY CLLR REGAN AND SECONDED CLLR HART TO ACCEPT THIS APPLICATION WITH NO COMMENT. ALL IN FAVOUR, THIS WAS CARRIED.**

- (c) Application to erect a PVCU Conservatory to Front of Property at Munceys Farm, London Way, Melbourn, Royston, Cambridgeshire SG8 6DJ. S/2556/16/FL

**IT WAS PROPOSED BY THE CHAIR AND SECONDED BY CLLR HALES TO ACCEPT THIS APPLICATION WITH NO COMMENT. ALL IN FAVOUR, THIS WAS CARRIED.**

- (d) Notification of Tree Works Application – Reference CA528 – 19/09/16 at United Reformed Church, Orchard Road, Melbourn.  
**IT WAS PROPOSED BY CLLR GATWARD AND SECONDED BY CLLR REGAN TO ACCEPT ALL SUGGESTED WORK APART FROM T14 WHICH SHOULD BE REFERRED TO IAN LAWMAN. ALL IN FAVOUR. THIS WAS CARRIED.**

Notification of outline planning permission with all matters reserved for new house and garage at 18 Greenbanks, Melbourn, Royston, Cambridgeshire, SG8 6AS. S/2114/16/OL. Noted.

**PC108/16 To accept notices and matters for the future agendas**

**a) Suggestions from Councillors**

- Standing Orders
- Community Engagement Strategy
- Report from Neighbourhood Plan
- Chairman's Reception – December
- Commission, vision and value
- Strategic Planning

**At 10.30pm The Chairman closed the meeting**

**b) Suggestions from Members of the Public**

- Facebook Page
- Tidying up the village

APPENDIX A

# Melbourn Parish Council

## Expenditure transactions - approval list

Start

of year 01/04/16

Tn no	Cheque	Gross	Vat	Net Invoice date	Details	Cheque Total
1074	BACS1608 27AEI	£865.75	£144.29	£721.46 23/05/16	Allianz Engineering Inspection Services Ltd - Policy for Playground equipment inspection 30/6/16-29/6/17	£865.75
Total		£865.75	£144.29	£865.75	Allianz Engineering Inspection Services Ltd -	
1049	BACS1608 27BA	£180.00	£0.00	£180.00 22/08/16	Beactive Melbourn Ltd - Hire of Pavilion for MAYD	£180.00
		£180.00	£0.00	£180.00	Beactive Melbourn Ltd - Total	
1042DD160804BL		£170.00	£0.00	£170.00 04/08/16	Bennett Locksmiths - Change of Parish Locks to office	£170.00
		£170.00	£0.00	£170.00	Bennett Locksmiths - Total	
1065	BACS1608 27BT	£45.00	£7.50	£37.50 23/08/16	British Telecom - Broadband line for Workshop	£45.00
		£45.00	£7.50	£45.00	British Telecom - Total	
1048	BACS1608 27CAPS	£10.00	£0.00	£10.00 09/08/16	CAPS - Deduction of Wages P Andrew	£10.00
		£10.00	£0.00	£10.00	CAPS - Total	
1038	DD160811E ON	£7.90	£0.38	£7.52 27/07/16	e.0n - Electricity Bill Old Rec Ground July	£7.90
1050	DD160815E ON	£8.44	£0.40	£8.04 29/07/16	e.0n - electricity for ORC Melbourn	£8.44
1051	DD160822E ON	£73.70	£3.51	£70.19 07/08/16	e.0n - eletricty bill for Pavilion	£73.70
		£90.04	£4.29	£90.04	e.0n - Total	
1035	BACS1608 27EITS	£779.04	£129.84	£649.20 27/07/16	Edge IT Systems - Accountancy Services June and July 16.23 hrs	£779.04
		£779.04	£129.84	£779.04	Edge IT Systems - Total	
1037	DD160811E ON	£7.90	£0.38	£7.52 27/07/16	E-on - Electricity Bill Littlehands sports social	£7.90
		£7.90	£0.38	£7.90	E-on - Total	
1056	BAC16082 7H&CGM Cutting of Old Rec and Rec Ground x6 August	£936.00	£156.00	£780.00 18/08/16	Herts And Cambs Ground	£936.00

# Melbourn Parish Council

## Expenditure transactions - approval list

year 01/04/16

Start of

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
1054	BACS1608 27H&CGM	£1,400.40	£233.40	£1,167.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Monthly cemetery contract	
1055	BACS1608 27H&CGM	£256.01	£42.67	£213.34	18/08/16	Herts And Cambs Ground Maintenance Limited - Monthly Maintenance for five areas of village August	
1057	BACS1608 27H&CGM	£708.00	£118.00	£590.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Bark Chalkhil Barrow	
1058	BACS1608 27H&CGM	£156.00	£26.00	£130.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Strim and cut back hedges station road and vicarage close	
1059	BACS1608 27H&CGM	£1,680.00	£280.00	£1,400.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Maintain Grounds for Hub 1 year	
1060	BACS1608 27H&CGM	£156.00	£26.00	£130.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Remove large limb on Clear Crescent	
1062	BACS1608 27H&CGM	£264.00	£44.00	£220.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Watering and Maintenance of Car Park and New Road Hedge	
1063	BACS1608 27H&CGM	£78.00	£13.00	£65.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Overmark of 2 football pitches	
1064	BACS1608 27H&CGM	£288.00	£48.00	£240.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Marking of two football pitches from scratch	£4,986.41
1061	BACS1608 27HCGM	£168.00	£28.00	£140.00	18/08/16	Herts And Cambs Ground Maintenance Limited - Water Car Park and Hedge of New Road	£168.00
		£6,090.41	£1,015.07	£6,090.41	Herts And Cambs Ground Maintenance Limited - Total		
	BACS1608 27HMRC	£5830.01	£0.00	£5830.01	23/08/16	HM Revenue & Customs - Tax and National Insurance August 2016 and Wages	£5830.01
1029	DD160728H SBC	£11.70	£0.00	£11.70	06/07/16	HSBC - Bank charges	
1030	DD160728H SBC	£5.50	£0.00	£5.50	06/07/16	HSBC - Bank charges	£17.20

# Melbourn Parish Council

## Expenditure transactions - approval list

year 01/04/16

Start of

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
		£17.20	£0.00	£17.20		HSBC - Total	
1036	P357	£5.00	£0.00	£5.00	01/08/16	K. Rudge - Petrol for strimming	£5.00
1040	P358	£10.00	£1.67	£8.33	02/08/16	K. Rudge - Fuel for van	£10.00
1047	P359	£5.00	£0.00	£5.00	08/08/16	K. Rudge - Petrol for Mower	£5.00
1046	P360	£10.00	£1.67	£8.33	17/08/16	K. Rudge - Diesel for Van	£10.00
1066	BACS1608 27MDL	£732.00	£122.00	£610.00	09/05/16	MD Landscapes - Grass Cutting April	
1067	BACS1608 27MDL	£732.00	£122.00	£610.00	02/06/16	MD Landscapes - Grass Cutting May	
1068	BACS1608 27MDL	£732.00	£122.00	£610.00	04/08/16	MD Landscapes - Grass Cutting June	£2,196.00
		£2,196.00	£366.00	£2,196.00		MD Landscapes - Total	
1044	BACS1608 27MCHMG	£30.00	£0.00	£30.00	11/08/16	Melbourn Community Hub Management Group - Room Hire for Future Grass Cutting for Melbourn	
1045	BACS1608 27MCHMG	£20.00	£0.00	£20.00	11/08/16	Melbourn Community Hub Management Group - Meeting room for MAYD	
1069	BACS1608 27MCHMG	£45.00	£0.00	£45.00	23/08/16	Melbourn Community Hub Management Group - Planning Mtg 1st August room hire	
1070	BACS1608 27MCHMG	£45.00	£0.00	£45.00	23/08/16	Melbourn Community Hub Management Group - Planning Mtg 4 July room hire	
1071	BACS1608 27MCHMG	£45.00	£0.00	£45.00	23/08/16	Melbourn Community Hub Management Group - 11 July Highway and Play Areas room hire	
1073	BACS1608 27MCHMG	£45.00	£0.00	£45.00	23/08/16	Melbourn Community Hub Management Group - Planning 18th July room hire	£230.00
		£230.00	£0.00	£230.00		Melbourn Community Hub Management Group - Total	

Signature

Signature

# Melbourn Parish Council

## Expenditure transactions - approval list

Start of

year 01/04/16

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
1041	BACS1608 27MVC	£86.40	£14.40	£72.00	29/07/16	Melbourn Village College - Room Hire - PC Meeting 25/7/16	£86.40
		£86.40	£14.40	£86.40		Melbourn Village College - Total	
1052	BACS1608 27M&MLTD	£288.00	£48.00	£240.00	02/08/16	Mitchell & Mayle Ltd - to fit 2x new screw down man hole covers at Pavilion	£288.00
		£288.00	£48.00	£288.00		Mitchell & Mayle Ltd - Total	
1053	BACS1608 27RICOH	£571.71	£95.29	£476.42	09/08/16	Ricoh UK Limited - Photocopier rent August to Oct 16	£571.71
		£571.71	£95.29	£571.71		Ricoh UK Limited - Total	
1043	BACS1608 27STS	£485.00	£0.00	£485.00	27/07/16	Shire Tree Services - Reduce hedge Thatcher Stanfords Close	£485.00
		£485.00	£0.00	£485.00		Shire Tree Services - Total	
907	DD	£59.00	£0.00	£59.00	01/06/16	South Cambs District Council - Rates for ORC	£59.00
		£59.00	£0.00	£59.00		South Cambs District Council - Total	
1039	DC160801 WUK	£32.40	£5.40	£27.00	31/07/16	WESH UK - Website slices for MPC	£32.40
		£32.40	£5.40	£32.40		WESH UK - Total	
<b>Total</b>		£18,063.86	£1,833.80	£16,230.06			

Signature

Signature

Date

# Melbourn Parish Council

## Expenditure transactions - approval list

year 01/04/16

Start of

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
1080	BACS1609 23AC	£24.00	£0.00	£24.00	30/08/16	Anita Cook - Time and material 83 High Street 3x hours	£24.00
		£24.00	£0.00	£24.00		Anita Cook - Total	
1089	BACS1609 23BA	£225.00	£0.00	£225.00	31/08/16	Beactive Melbourn Ltd - Pavilion Hire for August 2/9/16/23	£225.00
		£225.00	£0.00	£225.00		Beactive Melbourn Ltd - Total	
1116	BACS1609 23BT	£45.00	£7.50	£37.50	07/09/16	British Telecom - Broadband line for workshop	£45.00
		£45.00	£7.50	£45.00		British Telecom - Total	
1122	BACS1609 23C&C	£8,513.98	£0.00	£8,513.98	01/08/16	Came and Company - MPC Insurance 1/10/16-30/09/17	£8,513.98
		£8,513.98	£0.00	£8,513.98		Came and Company - Total	
1115	BACS1609 23CAPS	£10.00	£0.00	£10.00	12/09/16	CAPS - Deduction of Wages September 16	£10.00
		£10.00	£0.00	£10.00		CAPS - Total	
1112	DD160822D YNO	£156.00	£26.00	£130.00	24/08/16	Dynorod - Clearing of small drain blockage under kitchen window at Pavilion 3rd August	£156.00
		£156.00	£26.00	£156.00		Dynorod - Total	
1102	DD160913E ON	£8.44	£0.40	£8.04	27/08/16	e.0n - Electricity bill littlehands hands workshop	
1103	DD160913E ON	£8.17	£0.39	£7.78	27/08/16	e.0n - Electricity Old Recreation Ground	
1104	DD160913E ON	£8.35	£0.40	£7.95	28/08/16	e.0n - Electricity Bill Orchard Rd Cemetery	£24.96
1110	DD160915E ON	£28.84	£1.37	£27.47	01/09/16	e.0n - Electricity Bill for New Workshop	£28.84
1111	DD160919E ON	£43.55	£2.07	£41.48	04/09/16	e.0n - Electricity Bill for Pavilion	£43.55
		£97.35	£4.63	£97.35		e.0n - Total	

Signature

Date

20/09/16 02:15 PM Vs: 7.23

Page 18 of 65

Signature

Page 1 of 4

# Melbourn Parish Council

## Expenditure transactions - approval list

year 01/04/16

Start of

Tn no	Cheque	Gross	Vat	Net Invoice date	Details	Cheque Total
1101	BACS1609 23EITS	£48.00	£8.00	£40.00 05/09/16	Edge IT Systems - Accountancy support September	£48.00
		£48.00	£8.00	£48.00	Edge IT Systems - Total	
1083	BACS1609 23GE	£54.75	£0.00	£54.75 24/08/16	Groundwork East - Replace kitchen equipment due to damp/rot in kitchen pavilion	£54.75
		£54.75	£0.00	£54.75	Groundwork East - Total	
1107	BACS1609 23H&CGM	£156.00	£26.00	£130.00 01/09/16	Herts And Cambs Ground Maintenance Limited - Overmark 2 pitches New Rec	
1108	BACS1609 23H&CGM	£144.00	£24.00	£120.00 01/09/16	Herts And Cambs Ground Maintenance Limited - Watering New Road Hedge	
1109	BACS1609 23H&CGM	£132.00	£22.00	£110.00 01/09/16	Herts And Cambs Ground Maintenance Limited - Watering & maintenance shrubs in car park	
1133	BACS1609 23H&CGM	£1,400.40	£233.40	£1,167.00 19/09/16	Herts And Cambs Ground Maintenance Limited - Monthly cemetery contract	
1134	BACS1609 23H&CGM	£256.01	£42.67	£213.34 19/09/16	Herts And Cambs Ground Maintenance Limited - Monthly Maintenance for five areas of village August	
1135	BACS1609 23H&CGM	£312.00	£52.00	£260.00 19/09/16	Herts And Cambs Ground Maintenance Limited - Cut of Old/New Rec on 7 and 15 Sept	
1136	BACS1609 23H&CGM	£324.00	£54.00	£270.00 19/09/16	Herts And Cambs Ground Maintenance Limited - Cutting of entrance & main strip to allotments & clearing of 2 allotments and rubbish off site	£2,724.41
		£2,724.41	£454.07	£2,724.41	Herts And Cambs Ground Maintenance Limited - Total	
1128	BACS1609 23HMRC	£4899.66	£0.00	£4899.66 20/09/16	HM Revenue & Customs - Tax and National Insurance for September 16 and Wages	£4899.66
		£4899.66	£0.00	£4899.66	HM Revenue & Customs - Total	
1123	DD160928H SBC	£5.50	£0.00	£5.50 06/09/16	HSBC - Bank charges	
1124	DD160928H	£7.10	£0.00	£7.10 06/09/16	HSBC - Bank charges	£12.60

# Melbourn Parish Council

## Expenditure transactions - approval list

Start of

year 01/04/16

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
		£12.60	£0.00	£12.60		HSBC - Total	
1088	P362	£7.44	£1.24	£6.20	24/08/16	K. Rudge - Balast x3 bags and nuts and washer for bin on car park	£7.44
1090	P363	£10.00	£0.00	£10.00	01/09/16	K. Rudge - Petrol for Mowers	£10.00
1091	P364	£7.99	£0.00	£7.99	01/09/16	K. Rudge - Paint for cemetery	£7.99
1105	P365	£10.00	£1.67	£8.33	02/09/16	K. Rudge - Diesel for Van	£10.00
1126	P367	£12.97	£0.00	£12.97	19/09/16	K. Rudge - Flowers/bulbs for Cross	£12.97
1114	BACS1609 23MC	£202.00	£0.00	£202.00	05/09/16	Mark Chipperfield - Llight Fittings Pavilion & leak to kitchen	£202.00
		£202.00	£0.00	£202.00		Mark Chipperfield - Total	
1092	BACS1609 23MCHMG	£391.58	£0.00	£391.58	22/08/16	Melbourn Community Hub Management Group - Feed in Tariff Payment (FiT) Solar Panels	£391.58
		£391.58	£0.00	£391.58		Melbourn Community Hub Management Group - Total	
1084	BACS1609 23PJR	£118.20	£19.70	£98.50	24/08/16	P J Robinson - replace faulty sensor with new to changing rm lights at pavilion	
1125	BACS1609 23PJR	£115.20	£19.20	£96.00	19/09/16	P J Robinson - install new light sensor for light at pavilion	£233.40
		£233.40	£38.90	£233.40		P J Robinson - Total	
1106	BACS1609 23PGC	£18.78	£0.00	£18.78	30/08/16	Phillimore Garden Centre - Rake and grass seed	£18.78
		£18.78	£0.00	£18.78		Phillimore Garden Centre - Total	

Signature

Date

20/09/16 02:15 PM Vs: 7.23

Signature

Page 3 of 4

# Melbourn Parish Council

## Expenditure transactions - approval list

year 01/04/16

Start of

Tn no	Cheque	Gross	Vat	Net	Invoice date	Details	Cheque Total
1087	P361	£38.50	£0.00	£38.50	24/08/16	Sarah Adam - 70 2nd class stamps	£38.50
1121	P366	£5.54	£0.00	£5.54	14/09/16	Sarah Adam - Postage for 3 letters "to sign for"	£5.54
1082	BACS1609 23SC	£45.84	£7.64	£38.20	24/08/16	Stationery Cupboard - Stationary for Parish Office minute books	
1086	BACS1609 23SC	£116.53	£19.42	£97.11	23/08/16	Stationery Cupboard - Stationery and paper for Parish Office	£162.37
		£162.37	£27.06	£162.37		Stationery Cupboard - Total	
1113	BACS6092 3VT	£843.60	£0.00	£843.60	02/09/16	Valerie Tookey - Covering Clerk Services August 2016	£843.60
		£843.60	£0.00	£843.60		Valerie Tookey - Total	
<b>Total</b>		£18,754.92	£569.07	£18,185.85			

# Melbourn Parish Council

## Expenditure transactions - approval list

year 01/04/16

Start of

Tn no	Cheque	Gross	Heading	Invoice date	Details	Cheque
1093	DD160923P WLB	£3,767.18	6453	25/08/16	Public Works Loan Board - Capital repayment on the car park loan	£6,642.79
1094	DD160923P WLB	£2,875.61	6452	25/08/16	Public Works Loan Board - Interest on the car park loan	£6,642.79
<b>Total</b>		£6,642.79				
<b>Date</b>		<b>Signature</b>	<b>Signature</b>			

20/09/16 02:15 PM Vs: 7.23

Page 4 of 4

## APPENDIX B

**From:** Chris Edge [mailto:chris@edgeitsystems.com]  
**Sent:** 15 September 2016 17:42  
**To:** Parish Clerk  
**Subject:** RE: External Audit - Melbourn PC annual return

Hello Sarah,

Further to our session earlier today I have documented the answers to the 3 queries from Littlejohns as follows:

### (1) PWLB

- Having reviewed the PWLB paperwork that you emailed me today I can confirm that the correct balance outstanding for PWLB on 31/03/2016 is £839,027.
- This is as identified by Littlejohns and not £12 more as stated in Box 10 of annual return for 31<sup>st</sup> March 2016.
- With the changeover of Clerk in 2015/16 we have now identified 2 historical problems that created this mistake:
  - o PWLB Community Hub closing balance was £82.21 more than £642,739.53 because the 05/10/2015 PWLB payment of £16,477.10 was recorded using the 16/10/2014 split for principal and interest rather than the 05/10/2015 split as specified on the PWLB repayment schedule.
  - o PWLB Car Park closing balance was £70 less than £196,287.21 because the £70 PWLB fee was incorrectly deducted from the £200,000 principal.
  - o £12 difference = £82.21 - £70 = £12.21

### (2) 2014/15 Comparative Figures

- The income in 2014/15 and 2015/16 was in excess of £200,000 but the 2014/15 annual return appears to have been calculated on a receipts and payments basis by the previous Clerk. Therefore the 31<sup>st</sup> March 2015 figures have been restated on an income and expenditure as per the regulations.
- Attached is a spreadsheet that shows how the 2014/15 annual return was restated.
- As specified in the spreadsheet I have also attached the detailed lists of £60 closing debtors, £17,273 closing creditors and £3,893 closing payments in advance. These lists have been produced from the opening position for 2015/16 accounts using the AdvantEDGE Finance software.

### (3) 2014/15 Restated

- £355,808 for Box 7 on 31<sup>st</sup> March 2015 is correct as stated on the 2015/16 annual return.
- However Box 1 restated at £241,168 was manually calculated incorrectly and this was my mistake, for which I would like to apologise. The attached spreadsheet replaces the spreadsheet that I supplied on 23rd May, and the spreadsheet documents the mistake and includes a formula to automatically calculate box 1 correctly as £505,269.

There will be no charge for my time to correct item (3) above.

Therefore, subject to Littlejohns approval, as these corrections are not materially significant I propose the following changes are made to the 2015/16 annual return, initialled by yourself and reported to the Council when it is quorate:

- **2015 Box 1      £505,269      - compared to £505,271 in 2014/15 and incorrectly restated as £241,168 on 2015/16 annual return**

-      **2016 Box 10      £839,027      - compared to £839,039**

Accordingly I am content for you to forward this email to Littlejohns.

Best regards,

Chris Edge – Edge It Holdings UK

**From:** Alice Singer [<mailto:asinger@pkf-littlejohn.com>]

**Sent:** 14 September 2016 12:33

**To:** Parish Clerk

**Subject:** External Audit - Melbourn PC annual return

Hi Sarah,

Further to our phone call just now, I'm writing to summarise the queries I had regarding Melbourn PC's annual return.

1. **PWLB loans: On the PWLB database, it states that Melbourn has two loans totalling £839,027 (£643,739 and £196,287) but the figure you have given in Section 2, Box 10 is £839,039. Please could you explain why there is a £12 difference? I know it's only a trivial amount but we do need to ask the question. I have attached a copy of the PWLB spreadsheet to this email for reference.**
2. **Comparative figures: The figures in Boxes 1, 3, 6 and 7 in the 2014/15 column of Section 2 do not agree to the figures provided on last year's annual return. I see that you have written 'restated' above the 2014/15 column but there is no explanation as to why the figures have been restated. Please could you confirm which figures are correct? I have attached a copy of last year's annual return to this email for reference.**
3. **2014/15 Box 7: The 2014/15 column does not cast. The balances carried forward (Box 7) add up to £91,707 not £355,808 as stated in Box 7 and 2015/16 Box 1. As you can see, the prior year Box 7 figure will impact the 2015/16 figures because of Box 1 (balances brought forward) so we need to establish what Box 7 should be. Is it £91,707 (which is what Boxes 1 – 6 currently add up to) or is it £355,808 (which is what is written in Box 7)? I have attached a copy of this year's annual return to this email for reference.**

Thanks, I look forward to hearing from you soon. Please do not hesitate to contact me if I can be of any assistance in the meantime.

Kind regards

Alice

**Alice Singer**

Not For Profit

For and on behalf on PKF Littlejohn LLP

DD +44(0)20 7516 2200

[asinger@pkf-littlejohn.com](mailto:asinger@pkf-littlejohn.com)

## APPENDIX C

**From:** Barbara Wall [mailto:Barbara.Wall@Smithofderby.com]

**Sent:** 22 September 2016 13:21

**To:** Parish Clerk

**Subject:** Melbourn:All Saints Church Clock - Service Agreement

### **Renew your Clock's annual service contract at 2011 prices**

Dear Sir/Madam

We carried out the annual service on the Church clock on the 31<sup>st</sup> August. Before I send the Invoice as a valued customer and as a way to say thank you for your custom over the years, I am pleased to be able to write to you with a special renewal offer.

For a limited period of time we are offering our customers that were on a three year contract, the opportunity to renew their contract at **2011 prices**, your renewal price remains £477.00 net plus vat.

If you would like to take advantage of this opportunity please let me know so that I can arrange to send an invoice as payment is required in advance as before.

If you would prefer to return to an annual contract the cost would be £172.00 & vat. As the service visit has been carried out I would appreciate your instructions so that I can send the appropriate invoice.

In order to ensure the continued and prolonged reliability of your clock and associated equipment we recommend that your clock continues to receive the specialist care and attention provided by our service agreement

You can rest assured your clock will be cared for by one of our experienced clockmakers, who collectively have over 145 years of experience!

I look forward to receiving your instructions, if in the meantime you have any questions, please do not hesitate to contact me

**Regards**

**Barbara Wall**

Finance Co-Ordinator

## APPENDIX D

Mrs S Adam  
The Clerk to Melbourn Parish Council  
30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

27 July 2016

Dear Mrs Adam

**Re: Report produced by CAPALC**

We have been consulted by a party who is named in this recent report. This person intends to take legal action concerning the allegations and sensitive information in the report.

We understand that a Freedom of Information request may be made, or has recently been made, for production of this report. Clearly, with legal action pending it would be inappropriate and potentially unlawful to disclose the report in its entirety or at all pending the outcome of any legal action.

We require your written confirmation that the report will not be disclosed to any third party until conclusion of any pending litigation.

Yours faithfully

## MELBOURN PARISH COUNCIL

---

Clerk: Sarah Adam  
Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
SG8 6DZ

E-mail: [parishclerk@melbournpc.co.uk](mailto:parishclerk@melbournpc.co.uk)

Telephone: 01763 263303

<http://www.melbournparishcouncil.co.uk>

Opening Hours :  
Monday 9am – 4pm, Tuesday 9am – 3pm, Wednesday 9am – 3pm, Thursday 9am – 4pm  
and Friday, Office Closed.

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4 August 2016

### Report produced by CAPALC

Thank you for your letter of 27th July 2016

The document to which you refer is a document of a Public Authority (Melbourn Parish Council).

The Freedom of Information Act 2000 (c.36) is an Act of Parliament that creates a public "Right of Access" to information held by public authorities.

There are a number of names of members of the public or employees of the council referred to in the document.

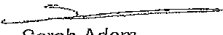
In line with legislation those will be redacted unless a member of the public or council employee declares otherwise.

The names of others referred to in the document such as Parish Councillors who are publicly elected officials are not redacted.

As you have not declared the name of your client we trust the redacted version that complies with Freedom of Information requirements will resolve any issues you have concerning the immediate publication of the document.

I await your reply.

Yours sincerely

  
Sarah Adam  
Melbourn Parish Clerk

Mrs S Adam  
The Clerk to Melbourn Parish Council  
30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

23 August 2016

Dear Mrs Adam

**Re: Report produced by CAPALC**

We refer to your email of today's date, and your letter of 4 August.

We are instructed by one or more former Parish Councillors concerning issues arising out of the report. Our clients do not agree that the report should be produced in the redacted form you refer or at all.

It would assist you to be aware that our clients still intend to take separate proceedings for libellous comments given during the events leading up to and after the production of the report.

Yours faithfully

## MELBOURN PARISH COUNCIL

Clerk: Sarah Adam  
Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
SG8 6DZ

E-mail: [parishclerk@melbournpc.co.uk](mailto:parishclerk@melbournpc.co.uk)

Telephone: 01763 263303

<http://www.melbournparishcouncil.co.uk>

Opening Hours :  
Monday 9am – 4pm, Tuesday 9am – 3pm, Wednesday 9am – 3pm , Thursday 9am – 4pm  
and Friday, Office Closed.

### BY EMAIL AND POST

13<sup>th</sup> September 2016

### Report produced by CAPALC

Thank you for your letter of 23<sup>rd</sup> August 2016

Advice from the Information Commissioners Office is that a justifiable reason for the stay of publication would need to be lodged by [redacted] acting on behalf of former councillors.

The Information Commissioner's Office indicated the request sent to Melbourn Parish Council should have specified under which exemption category they felt the report should remain excluded from publication.

Therefore unless this information is provided by start of business on Wednesday 21st September 2016, I shall be obliged to assume that no such justifiable reason exists, that your letter has no credence, and that the process of publication can continue.

Yours sincerely



Sarah Adam  
Melbourn Parish Clerk

## **MELBOURN PARISH COUNCIL**

Clerk: Sarah Adam  
Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
SG8 6DZ

E-mail: [parishclerk@melbournpc.co.uk](mailto:parishclerk@melbournpc.co.uk)

Telephone: 01763 263303

<http://www.melbournparishcouncil.co.uk>

Opening Hours :  
Monday 9am – 4pm, Tuesday 9am – 3pm, Wednesday 9am – 3pm , Thursday 9am – 4pm  
and Friday, Office Closed.

### **BY EMAIL AND POST**

26<sup>th</sup> September 2016

### **Report produced by CAPALC**

In light of your failure to respond to our letter of 13<sup>th</sup> September 2016 we consider the matter closed.

The Council will now address the publication of the report in line with the requirements of the Information Commissioners Office for transparency in Public Bodies.

Yours sincerely



Sarah Adam  
Melbourn Parish Clerk

## MELBOURN PARISH COUNCIL

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Clerk: Sarah Adam  
Melbourn Parish Council  
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Opening Hours : Monday – Friday 9.00am – 1.00pm and 2.00pm - 4.00pm

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### **EXTRACT FROM A GRIEVANCE HEARING: RECOMMENDATIONS WHICH APPLY TO MELBOURN PARISH COUNCIL**

The following recommendations are taken directly from the Grievance Report, and are those which apply to Melbourn Parish Council. Matters relating to the grievance against an individual are not mentioned.

The Panel was composed of three parish councillors suggested by Mr Ian Dewar CEO of CAPALC: Dr D de Lacey (also a South Cambridgeshire District Councillor), Mrs A Dodson and Mr J Gorton. They were advised by an HR Advisor appointed by CAPALC.

1. Councillors should be aware that the Clerk is not a Secretary to the Council but is the Chief Executive Officer. They are not empowered to ask the Clerk directly to undertake any duties on their behalf. All such requests should be made via a 'Line Manager' who can then have some oversight with regard to the Clerk's work load by helping her to prioritise what needs to be done. The Panel notes that it remains the Clerk's responsibility to run the Parish affairs, the role of the 'Line Manager' will be advisory only.
2. The Council should immediately appoint such a 'Line Manager' for the Parish Clerk. This person should not be the Chairman irrespective of who is elected to that office. This means that in the event of any complaint the Clerk has the ability to refer the matter either to the Chairman or to her 'Line Manager' which will better enable the Council to deal with most concerns 'in house'.
3. The Panel were told by many of the witnesses both verbally and in writing that there are factional groups within the Council, which causes tensions. The Panel

do not feel competent to advise on how this can be addressed because it was not their remit to investigate this issue. It is hoped however that following the May elections the Council will reflect on how they can best address such matters through careful consideration of who they elect to senior positions and whether they need to review the working of the Council to ensure that decisions are taken openly and democratically.

4. In the light of the above the Panel suggest that, before appointing a 'Line Manager' for the Clerk, her views should be taken into consideration. This could be done by the Chair of the HR committee.
5. The exception to Recommendation 1 above is the meeting between the Clerk and the Chairman of the Council regarding discussions over the content of items for the agenda of Council meetings. It should be noted that the agenda is the statutory responsibility of the Clerk and no one on the Council has the right to veto items or insist on the inclusion of any particular topic. Should it be felt that the Clerk has acted unreasonably in the exercise of this duty then three Councillors can convene an extra-ordinary meeting to address any perceived irregularity.
6. The positions of Chairman of the Parish Council and the Chairman of the Finance and General Purposes Committee should not be held by the same person as this invests too much authority into the hands of one individual. Unless this policy is implemented any issues relating to accountability will be more difficult to address.
7. At the time of writing this report the Panel were advised that although there had been a meeting to discuss the Clerk's contract this had still not been finalised. It is a statutory duty for an employee to be given a contract of employment within three months of the commencement of employment. The Council is already in breach of this legal requirement and this should be rectified as a matter of urgency.
8. At the time of writing the Clerk has no job description. Without this crucial document neither the Council nor the employee has a clear understanding of what role the Clerk should be expected to fulfil. NALC has both a model Contract and Job Description which could be easily adapted to meet the Council's requirements and Mr I. Dewar of CAPALC would be willing to advise on these issues.
9. Melbourn Parish Council has one of the largest parish precepts in Cambridgeshire. This reflects the number of activities for which it is responsible. Despite this it has only had a part-time Clerk since January 1st 2016. This person is required to undertake the duties of Parish Clerk, Assistant Clerk, Responsible Financial Officer and Proper Officer. In addition she has been tasked with learning how to operate the payroll system and to transfer last year's accounts onto the Edge system while converting them from 'payments and

receipts' to 'accruals'. These expectations are clearly unrealistic and need to be addressed urgently. The Panel recognises that the Clerk at the time of her appointment requested that the Council should not take on a new Assistant Clerk while she was learning her new role as she did not want the added burden of training the new incumbent along with her other duties. While this sentiment is understandable this has exacerbated the difficulty she has faced. The Panel recommend that the Parish Council take immediately steps to appoint an experienced assistant clerk on a short term basis to alleviate the Clerk's work load until the appointment of a permanent replacement. This person can then be delegated to undertake specified duties to enable the Clerk to concentrate on her main role. The Panel also recommend that the Clerk be able to buy in all the financial help she needs to complete the requirements for the Year End; and subsequently until she has received the requisite training.

**10. Recommendation withheld until publication of the whole report.**

11. [Withheld]... In particular Staff should be encouraged to report harassment immediately irrespective of the person involved.
12. {Withheld}...the Council should arrange for employees to be given training to identify unacceptable behaviour and to give them confidence to report any matters of concern.
13. The Panel recommend that whoever is appointed Chairman at the Council's Annual Meeting should, as soon as possible after appointment, attend a CAPALC training session for Chairmen.
14. The Panel recommend that all those appointed to chair a committee of the Council should, as soon as possible after appointment, attend a CAPALC training session (either a general session or one specifically for Chairmen).

**15. Recommendation withheld until publication of the whole report.**

16. It appears that the Clerk finds it difficult to close the office in order to concentrate on matters that require her undivided concentration. It is therefore recommended that the Council allocate a set period of time each week at a specified time when the office will be closed and the telephone switched off to give the Clerk quality time to undertake urgent tasks.
17. At present the Clerk finds it difficult to work from home because access to the Council's WiFi is so slow owing to the heavy usage at the Hub. The Panel recommend that the Council explore the possibility of getting another connection exclusively for the Parish Clerk to obviate this problem.

# MELBOURN PARISH COUNCIL

Name : \_\_\_\_\_

Experience and skills : Parish Councillors	Level of experience / skill (rate on scale of 1 (none) to 5 (extensive))				
	1	2	3	4	5
<b>Understanding and/or experience of ...</b>					
Parish Council					
Local government					
Civil service					
<b>Professional skills</b>					
Experience of chairing board / committee meetings					
Experience of professional leadership					
Financial planning / management					
Mediation					
IT					
Strategic planning					
Training Received (please give brief details of specific area of training)					
<b>Skills that may be useful on Parish Council Committees</b>					
Financial planning / management					
Procurement / tenders					
Health and Safety					
Insurance					

Pensions					
HR					
Legal [please give brief details of specific area of expertise]					
Premises and facilities management					
Please give brief details of particular local interest / knowledge					
<u>Planning</u>					
<u>Youth work</u>					
<u>Conservation</u>					
<u>Volunteering</u>					
Please give details of any particular area/s of the Parish Council where you feel you would benefit from addition support or training					

<p>There are seven Nolan principles that apply to the conduct of people in public life. Please give details that demonstrate when you have applied these principles in your work or other relevant examples:</p>					
<p>Selflessness : you should act in the public interest</p>					
<p>Integrity : you should not put yourself under any obligations to others, allow them improperly to influence you or seek benefit for yourself, family, friends or close associates</p>					
<p>Objectivity : you should act impartially, fairly and on merit</p>					
<p>Accountability : you should be prepared to submit to public scrutiny necessary to ensure accountability</p>					

Openness : you should be open and transparent in your actions and decisions unless there are clear and lawful reasons for non-disclosure
Honesty : you should always be truthful
Leadership : as a councillor, you should promote, support and exhibit high standards of conduct and be willing to challenge poor behaviour

## APPENDIX G



came&company  
local council insurance

Part of the Stackhouse Poland Group

PC95/16

### TO WHOM IT MAY CONCERN

Date: 29th September 2016

Dear Sirs,

**Our Client: Melbourn Parish Council**

We are the Risk and Insurance Brokers for the above clients and have pleasure in confirming details of their insurance arrangements as follows:

<b>Business Description</b>	Parish Council
<b>Employers' Liability Insurance</b>	
Insurer	Aviva Insurance Limited
Policy Number	[REDACTED]
Expiry Date	30th September 2017
Limit of Indemnity any one occurrence	£10,000,000
<b>Public/Products Liability Insurance</b>	
Insurer	Aviva Insurance Limited
Policy Number	[REDACTED]
Expiry Date	30th September 2017
Limit of Indemnity any one occurrence	£10,000,000

This statement of cover extract has been prepared purely as confirmation of the insurance in force at the date of this letter which is subject to the terms and conditions of the insurance policy. We accept no responsibility for the inadvertent or negligent act, error or omission on our part in preparing the statement or for any loss, damage or expense incurred by the recipient arising from reliance on the information given. We remain solely the agent of our Client and owe no legal duty or otherwise to the any third party.

Should the insurance cover be cancelled, assigned or changed in any way during the period of insurance neither we nor insurers accept any obligation to notify any recipient.

Yours sincerely,

**Andy Cotter Cert CII**

Scheme Manager

Came & Company Local Council Insurance (a division of Stackhouse Poland Limited)



Stackhouse Poland  
Private • Commercial • Community

Came & Company Local Council Insurance

Blenheim House • 17 Bridge Street • Guildford • Surrey • GU1 3BY

Tel: 01256 395020 • [www.pauldainsure.co.uk](http://www.pauldainsure.co.uk) • Email: [localcouncil@came-and-company.co.uk](mailto:localcouncil@came-and-company.co.uk)

Registered and Head Office: Free House, Red Lion Road, Guildford, Surrey GU1 3BY. Telephone: 01483 804490.  
Came & Company Local Council Insurance is a trading style of Stackhouse Poland Ltd which is authorised and regulated by the Financial Conduct Authority (No 309138).

### **Important Information – Please Read**

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

#### **Demands and Needs Identified:**

You asked for protection in respect of:

- Employer's liability for employees, councillors and volunteers
- Public liability
- Official's indemnity
- Libel and slander
- Fidelity guarantee, including councillors
- Loss or damage to property excluding subsidence unless indicated
- Personal accident to any employee resulting from an accidental cause
- Loss of revenue and increased cost of working
- Commercial legal expenses

#### **Personal Recommendation and our Capacity and Services**

The Came & Company Local Council Scheme with Aviva Insurance Limited provides cover for 12 months.

- In sourcing this policy, we act as your agent
- In placing this policy, we act as both your agent and as an agent of the Insurer
- In the event of a claim, we will act as your agent

Aviva Insurance Limited has been selected from a limited range of providers (a list of providers used is available upon request) and is recommended because of:

- Their level of cover
- Their level of service
- Premium cost
- Their expertise in dealing with claims
- The length of time they have been established
- Their knowledge in this field

This policy has been recommended as it meets your insurance cover requirements listed in the attached quotation and email, in addition to your demands and needs listed above.

#### **This policy meets your demands and needs.**

#### **Factors highlighted by us:**

Please check your schedule, endorsements and warranties as well as summary of cover including key facts. Cover is for 12 months from the date of inception, unless otherwise indicated.

In our professional opinion all this information combines to make this a suitable policy for you based upon the facts given by you and the accessible information we already hold about you.

Please check that all the information contained in this statement and quotation is correct and complete and contact us immediately if this is not the case.

Warning: This document is not intended to be a statement of cover.  
Please refer to the insurer summary of cover and policy document for this information.

### **Commercial Loss Recovery Insurance**

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

#### **Demands and Needs identified:**

You asked for protection in respect of:

- Potential material damage & business interruption claims exceeding £5,000
- Loss adjuster fees
- Loss settlement negotiation

#### **Personal Recommendation and our Capacity and Services:**

The Loss Recovery policy with Lorega provides cover for 12 months unless stated.

- In sourcing this policy we act as your agent
- In placing this policy we act as your agent
- In the event of a claim we will act as your agent

We only offer cover from a single provider in respect of this type of insurance and is recommended because of:

- Their level of service
- Their premium cost
- Their knowledge in this field
- The length of time they have been established

We have recommended this policy as it meets your demands and needs listed above.

#### **Factors highlighted by us:**

The cover is arranged for claims consultant fees in respect of eligible claims within the terms and conditions of the policy that are likely to exceed £5,000 or the policy excess whichever is the greater value.

Excludes claims in respect personal injury, liability, marine, aviation, motor, personal property or injury, subsidence, landslip or heave claims, uninsured losses, civil proceedings and any claim outside of the UK (including Isle of Man and Channel Islands).

A full Policy Wording is available on request

In our professional opinion all this information combines to make this a suitable policy for you based upon the facts given by you and the accessible information we already hold about you.

Please check that all the information contained in this statement and quotation is correct and complete and contact us immediately if this is not the case.

Warning: This document is not intended to be a statement of cover.  
Please refer to the insurer summary of cover and policy document for this information.

### **Aviva Notice to Policyholder**

#### **Changes you need to know about before you renew your policy**

This notice tells you about changes to your policy which will take effect from your renewal date as shown on your schedule. Please ensure you read the changes carefully (together with your policy booklet), as they will form part of your contract of insurance, and keep them together with your other policy documents.

#### **Insurance Act 2015**

The Insurance Act 2015 comes into force on 12<sup>th</sup> August 2016 and applies to all policies governed by the laws of England and Wales, Scotland and Northern Ireland that are entered into or varied on or after that date. The key elements of the Act are as follows:

- **A new duty of fair presentation of your risk details**  
The Act defines a new structured approach of how details of your business should be presented to us at each renewal or variation of your policy (the duty of fair presentation). Your primary duty is still to tell us about all information you know or ought to know that would affect our judgement in deciding whether to write your cover, and on what terms. Failing that, you must give us enough information so that we know that we need to ask further questions. The Act sets out whose knowledge within your business should be sought and the sort of information you ought to know. The Act also requires that you provide the information in a suitable manner.
- **Changes in the way non-disclosure or misrepresentation of your risk details are dealt with**  
If a fair presentation is not made, the Act introduces a system of proportionate remedies based on what we would have done had a fair presentation been made. We will still be able to avoid (i.e., cancel from its start date) a policy (and retain the premium) if the failure to make a fair presentation was deliberate or reckless. For other cases, what we may do depends on how we would have acted had we been provided with the correct details. So, if we would not have provided any cover, we may avoid the policy and refund the premium. If we would have charged a higher premium, we may proportionately reduce any claim. If we would have required different terms in the policy, it will be treated as though it contains those terms.
- **Removal of basis of contract clauses**  
Basis of contract clauses are no longer allowed. These have the effect of turning information a customer provides to an insurer into warranties, which in turn means that if that information turns out to be incorrect then the policy is automatically terminated, even if trivial or immaterial to the risk.
- **Revised remedies for breach of certain policy terms**  
The Act changes the way that certain customer obligations operate within a policy. Where the failure to fulfil the obligation used to result in us having no liability, now it will lead to a temporary suspension of cover for the period that the obligation is not being met. However, once the obligation is being fulfilled, cover will be provided again. In addition, where there has been non-compliance with a term which would tend to reduce the risk of a particular type of loss, then we won't refuse any claim if you can show that the non-compliance could not have increased the risk of the loss that actually occurred.

- **Changes in the way fraudulent claims are dealt with**

If a fraudulent claim is made, we won't be liable to pay the claim (including any honest element of the claim) and we may recoup any amount we have paid out on that claim. We may also cancel the policy from the point when the fraudulent act was committed, but we will still be liable for any losses before that point.

Where the insurance is on a group insurance basis (and so provides cover to a number of persons), the new way of handling fraud will apply only to the person who committed the fraudulent act, and won't affect cover for the others.

Please speak to your insurance adviser if you have further questions on how the Act affects your business.

We have made the following changes to your policy wording to reflect the new Act.

Your existing Contract of Insurance wording is replaced as follows:

**The Contract of Insurance**

Your policy wording, the information You have provided and/or the application form/statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of Insurance between Us and You, and must be read together.

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 contained in or endorsed on this policy.

**Important**

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

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

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

### **Policy Conditions**

Your existing (7) Fraud condition is replaced as follows:

#### **Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

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

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Your existing Non Disclosure, Misrepresentation or Misdescription policy condition is replaced as follows:

#### **Non Disclosure, Misrepresentation or Misdescription**

##### **1. Before this policy was entered into**

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or

– We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

## **2. Before a variation was agreed**

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

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

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

## **Breach of Term / Terms not relevant to the actual loss**

We have introduced the following to confirm that your policy wording aligns with the Act in terms of application of warranties/conditions:

### **Breach of Term**

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

### **Terms not relevant to the actual loss**

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

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

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term

Commercial  
Policy  
Certificate

## Loss Recovery Insurance

Loss Recovery Insurance Policy Details					
Name of Insured:			Lorega Policy Number:		
Melbourn Parish Council			[REDACTED]		
Date of Issue:	Period From:	Period To:	Premium £:	IPT £:	
28.09.2016	01.10.2016	30.09.2017	£192.50	£17.50	
Underlying Insurance Policies Covered					
Insurer:	Type of Cover:	Date of Expiry:	Insurer's Policy Number:		
Aviva	Parish Council - Combined Insurance	30.09.2017	[REDACTED]		

1. Introduction  
Commercial Loss Recovery Insurance provides and pays for the Services of an independent, Expert Loss Adjuster to help in the preparation, negotiation and settlement of insurance claims of the Insured, subject to the conditions and exclusions of this insurance and the payment of the premium, in respect of claims occurring during the period of insurance.
2. Definitions  
The following words shall have the same meaning wherever they appear in this Certificate.
  - a) "Award" The amount paid to the Insured in settlement of a claim negotiated by the Expert Loss Adjuster.
  - b) "Claim" A claim notified by the Insured to his Insurer in respect of an insured event.
  - c) "Loss Recovery Insurance" is payment of fees charged for the Services performed by an Expert Loss Adjuster.
  - d) "Period of Insurance" The period as set out above.
  - e) "Insured/You" The Company or Person(s) named above.
  - f) "Expert Loss Adjuster" The person or organisation appointed by the Scheme Administrator to handle an Insured's claim.
  - g) "Scheme Administrator" or "Lorega", Lorega Limited, 36 Leadenhall Street, London, EC3A 1AT. Lorega is authorised and regulated by the Financial Conduct Authority, registration number 308694.
  - h) "Underwriters/We" Loss Recovery Insurance policies are fully underwritten by certain underwriters at Lloyd's under binding authority reference 330451. Lloyd's is regulated by the Financial Conduct Authority
3. The cover  
The following services are provided:
  - a) Access to telephone assistance through the allocated claims line.
  - b) Personal attendance by the Expert Loss Adjuster as soon as practicable after the loss, to ascertain the extent of the loss or damage and to liaise with the Insured's own Insurer or their representatives in all matters concerning the loss.
  - c) The Expert Loss Adjuster will prepare itemized schedules of valuations of all fixtures, fittings, plant, machinery and stock, either damaged or destroyed for submission to Insurers, having regards to the terms and conditions of the relevant policy. However if required, expert independent valuations or opinions will be obtained at the Insured's own expense.
  - d) In the event of damage to buildings, arranging as necessary for the examination of the building by engineers, surveyors, architects, builders or decorators and the liaison with them to assess the amount of the claim. However, any fees charged by such persons are not part of the Loss Recovery Insurance and must be paid by the Insured should the cost of such fees not be recoverable from the Insured's other policies.
  - e) Working with the Insured's own accountants and auditors, the Expert Loss Adjuster will prepare Schedules of Increased Costs incurred and formulate the total loss of trading profits sustained by the Insured.
  - f) Negotiating interim payments of the award(s) when the Expert Loss Adjuster deems it advisable having regard to the claim and the terms and conditions of the relevant policy (ies).
  - g) Negotiating the best practicable settlement within the limitations of the relevant policy(ies).
  - h) Expediting the claim(s) with a view to reaching the earliest possible settlement with the Insured's own Insurers.

**LOREGA**

**Knowledgeable  
Dedicated  
Passionate**

Settle For Best

4. Pre-conditions of liability to provide service  
It shall be a pre-condition of the Loss Recovery Insurance liability to provide the services hereunder that:

- a) The Insured shall have paid a premium current at the date of the loss giving rise to the claim.
- b) The Insured shall have notified their insurance broker within fifteen days of the occurrence of the loss giving rise to the claim.
- c) The Insured shall have refrained from lodging an itemised claim with the Insurer(s) prior to obtaining the Brokers approval.
- d) The Insured is covered by an underlying commercial policy of insurance, which is valid and enforceable at the time of the loss.

5. Conditions of the scheme

The cover under this certificate applies to all claims made by the Insured against their underlying commercial policy(ies), for which the underlying Insurer(s) have accepted liability, but subject to the following exclusions:

- a) subsidence, landslip or heave
- b) personal property or injury, product, public or employer liability claims
- c) civil proceedings
- d) motor, aviation and marine claims
- e) claims less than £5,000 or the policy excess, whichever is selected or any uninsured losses
- f) losses incurred outside of the United Kingdom (including the Isle of Man and Channel Islands)

Lorega retains the absolute right, without having to give reasons to decline to accept a first premium or renewal, but will return any such premium it does not accept.

Lorega may cancel a policy that has previously been accepted if a prosecution or civil suit is instituted against the Insured in respect of the subject matter of a claim and upon the Scheme refunding the premium Underwriters shall cease to be under any further obligation to provide the Services hereunder before or after the policy is cancelled.

The Insured shall notify Lorega immediately of any alterations or additions to their underlying commercial policy (ies) and Lorega reserves the right to charge reasonable additional premium consequent upon such alterations or additions.

The Insured shall provide annually prior to renewal a declaration of premiums payable to his Insurer(s) on policies that are to be covered by this Insurance and the up to date sums insured thereon. Lorega reserves the right to charge reasonable additional premium consequent upon such declaration.

6. General exclusion

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause (Approved by Lloyd's Underwriters Non-Marine Association)

This Policy does not cover.

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68 - NMA1622

7. Several liability clause

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members.

A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08 - LMA5096 (Combined Certificate)

**LOREGA**

36 Leadenhall Street  
London EC3A 1AT

Telephone 020 7767 3070  
Email info@lorega.com

www.lorega.com

Follow us on Twitter  
@LoregaLtd

Or find us on Facebook

All loss recovery policies are fully underwritten by certain underwriters at Lloyd's under binding authority reference 330451.

The claims service is administered by Lorega Ltd, which is authorised and regulated by the Financial Conduct Authority, reference 308694.

8. Subrogation

Notwithstanding that an insured may, before a loss, have waived in writing all rights of recovery against any person, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, an Insured must sign and deliver all related papers and co-operate with us.

9. Cancellation

You have the right to cancel this policy during a period of 14 days after the later of the day of purchase or the day on which you receive your policy documentation. If you exercise this right before the cover commences you will be entitled to a full refund of premium. If you exercise this right after cover commences, you will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period you were covered. To exercise this right you must contact your insurance broker at the address on the documentation provided to you. If you do not exercise your right to cancel then your policy will continue and you will be required to pay the premium as stated, and no refund will be made in the event of cancellation.

10. Complaints

Should you have a complaint regarding this insurance please contact Lorega in writing at: 36/38 Leadenhall Street, London, EC3A 1AT or by telephone on: 0207 767 3070.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to: Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA or by telephone on: 0207 327 6693 or Fax on: 0207 327 6226

Complaints which cannot be resolved may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. Your legal rights are not affected by these complaints procedures.

11. Financial Services Compensation Scheme  
We are members of the FSCS. You may be entitled to compensation from the scheme if we or the underwriters cannot meet our obligations. Further information can be obtained from FSCS at 7th Floor, Lloyd's Chambers, Portoken House, London, E1 8BN.

12. E.U. disclosures clause (UK) - Notice to the Insured

The parties are free to choose the law applicable to this contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.  
02/99 - LSW1002

13. Lloyd's Insurance

Effectuated through Lorega Limited.

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Definitions) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Notwithstanding anything to the contrary contained herein this Certificate does not cover loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule.

AUTHORISED SIGNATORY



NMA2461 (3/1/95) - Printed by the Corporation of Lloyd's

14. Claims

In respect of any claim referred by the Insured directly to the Scheme Administrator the Scheme Administrator acts as agent for the Underwriter and not the Insured.

IN THE EVENT OF A CLAIM, PLEASE CALL YOUR INSURANCE BROKER

Broker Name:

Came and Company Local  
Council Insurance

Tel Number:





**LOREGA**

36 Leadenhall Street  
London EC3A 1AT

Telephone 020 7767 3070  
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 Or find us on Facebook

All loss recovery policies are fully underwritten by certain underwriters of Lloyd's under binding authority reference 330451.

The claims service is administered by Lorega Ltd, which is authorised and regulated by the Financial Conduct Authority, reference 308694.



Mrs Sarah Adam  
Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

## INVOICE

Date: 27 September 2016

Invoice Ref: [REDACTED]

Client Ref: [REDACTED]

Type of Policy	Insurer	Insurer Pol No.	Policy Term	Premium (£)
Services and Helplines - Personal	Lorega Ltd Claims and Underwriting Services	[REDACTED]	01/10/16 - 30/09/17	175.00
Local Council Scheme	Aviva Insurance Limited	[REDACTED]	01/10/16 - 30/09/17	7,564.97
Sub total				7,739.97
Total fees				0.00
VAT on fees				0.00
Other VAT				0.00
IPT				774.00
TOTAL				£8,513.97

COMMENTS: Payment received with thanks -- invoice for information only.



Came & Company Local Council Insurance  
14 Dunn • 2 Riverside Office Park • Oldcove Way • Hook • Hampshire • RG27 9RW  
tel: 01256 495000 • [www.cameandcompany.co.uk](mailto:www.cameandcompany.co.uk) • Email: [localcouncilinsurance@cameandcompany.co.uk](mailto:localcouncilinsurance@cameandcompany.co.uk)  
Registered with the Financial Conduct Authority (FCA) as a member of the Financial Ombudsman Scheme (FOS) and the Financial Services Compensation Scheme (FSCS).  
Company registered in England and Wales (Company No. 02011111) • Registered Office: 14 Dunn • Hook • Hampshire • RG27 9RW



**Underwritten by Aviva Insurance Limited**  
Registered in Scotland No. 2116  
Registered Office: Pitheavlis, Perth, Scotland PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
**Renewal**

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#### **Your Parish Council Policy**

**Policy Holder**                      **Melbourn Parish Council**

**Policy Number**                      **[REDACTED]**

**Produced on**                      **29th September 2016**

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#### **THIS SCHEDULE FORMS PART OF YOUR POLICY**

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 facts or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate Your policy, or may result in the policy not operating fully.

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

---

#### **Your Parish Council Policy Details**

Effective Date	1st October 2016
Policy Expires	30th September 2017
Renewal Date	1st October 2017
Long-Term Agreement Expires	30th September 2018
Annual Premium	£8,321.47
Premium Due	£8,321.47
Inclusive of Insurance Premium Tax	

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On the following page we have summarised all of the Risks which Apply to your Policy. Any pages which follow the summary relate only to the Risks which have changed. They replace the previous details for these Risks, and form part of your Policy.

Renewal

---

### Your Details

The Policyholder      Melbourn Parish Council

Address                   Melbourn Community Hub  
30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

Population              10000

Client Reference      [REDACTED]

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### Your Insurance Advisers Details

Agency Number      39/0042560

Name                    Parish Council Insurance Brokers Ltd trading as Came &  
Company Local Council Insurance

Address                1st Floor Offices,  
2 Meridian Office Park,  
Osborn Way ,  
Hook,  
Hampshire RG27 9HY

Telephone Number    (01256) 395020

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Page 2 of 18

**SCHEDULE CONTINUED**

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

The Policy Holder: Melbourn Parish Council

The Business: Local Council

Long Term Agreement: 30th September 2018

**SUMMARY OF COVER****Asset Protection**

Property Damage – All Risks (including Theft)	Insured
Glass	Insured
Business Cover away from the premises	£5,000
Defibrillators & cabinets	£5,000
Money & Assault	£1,000
Employee Dishonesty	£350,000

**Revenue Protection**

Business Interruption	£23,200
On Gross Revenue	£13,200
Increased Cost of Working (ICOW)	£10,000
Terrorism	Not Insured

**Legal Liabilities**

Employers Liability	£10,000,000
Public & Products Liability	£10,000,000
Hirers' Indemnity	£5,000,000
Commercial Legal Protection	£100,000
Officials Indemnity	£500,000
Libel and Slander	£250,000

**Employee Benefits**

Personal Accident	£50,000
Motor No Claims Bonus and Excess	Insured
Key Person	Insured

**SUMMARY COMPLETED**

SCHEDULE CONTINUED

Policy Number [REDACTED]  
 Effective From 1st October 2016  
 Produced On 29th September 2016

**Property Damage – All Risks (including Theft)**

**The Premises**

Property as described situated within the boundaries of the Parish.

**Description / Occupation of Property Insured**

Property as described herein

<u>Item</u>	<u>Description</u>	<u>Sum Insured</u>
1.	Buildings including landlord's fixtures and fittings outbuildings, extensions and annexes adjoining or communicating with the building to which this item relates and boundary walls, gates and fences at The Premises except such property is more specifically insured	
	<b>Buildings as described</b>	
	<i>Sports Pavilion</i>	£358,897.46
	<i>Cemetery Shed</i>	£7,177.76
	<i>Cemetery Lychgate</i>	£29,859.45
	<i>Old Fire Engine House</i>	£32,936.87
	<i>Little Hands Nursery School (including subsidence)</i>	£509,888.27
	<i>Community Hub (including subsidence)</i>	£1,071,509.00
	<i>Car Park Workshop &amp; Garage</i>	£99,499.14
	<b>Total Buildings Sum Insured</b>	£2,109,767.94
2.	<b>Insured Property is described as follows within the European Economic Area</b>	
	Office Contents	£12,497.56
	General Contents (including Stock)	£64,073.19
	Outside Equipment	£13,973.35
	Street Furniture	£74,827.34
	Gates and Fences	£98,742.40
	War Memorials	£42,440.51
	Playground Equipment	£93,732.71
	Mowers and Machinery	£5,832.12
	Sports Equipment	£2,715.88
	Natural Surfaces	£0.00
	Other Surfaces	£35,109.94
	<b>Total Risk Sum Insured</b>	£443,945.01

The Excess in respect of Contingency Groups (a), (b), (c) and (d) is as follows:

Contingency Group (a)	- £250
Contingency Group (b)	- £250
Contingency Group (c)	- £250
Contingency Group (d)	- £250
Subsidence	- £1,000

Policy Condition 4 – Protections applies

Policy Condition 13 – Index Linking applies



## Certificate of Employers' Liability Insurance <sup>(a)</sup>

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

Policy Number XXXXXXXXXX

Name of Policyholder **MELBOURN PARISH COUNCIL**

Date of Commencement of Insurance **1st October 2016**

Date of Expiry of Insurance **30th September 2017**

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
2. the minimum amount of cover provided by this Policy is no less than £5 million (c)

Signed on behalf of  
Aviva Insurance Limited  
(Authorised Insurers)

Authorised Signatory  
Maurice Tulloch  
Chief executive officer, Aviva UK & Ireland General Insurance

### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

**It is recommended that you retain a copy of each Employers' Liability certificate issued to you**

Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority.

SCHEDULE CONTINUED

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

**Memo 1 : Inventory Clause**

In respect of any valuable item or work of Art with a Sum Insured in excess of £5,000 the following shall apply:  
The property insured is specified in an Inventory and Valuation, a copy of which must be kept on the Parish Council's files and be available in the event of a claim. It is agreed that in the event of Damage the sum set against each item of the Inventory and Valuation will be accepted by Us as being evidence of its' value, subject to all other terms and conditions of this policy

**Memo 2 : Basis of Settlement (Works of Art, Antiques, Museum Items etc)**

In the event of Damage to Works of Art, Antiques and Museum items. We will pay:  
a) in the event that the property insured is lost or destroyed, the cost of replacement with a similar item or the value of the item,  
or  
b) in the event that the property is damaged, the cost of the repair of the item. We will also pay for any reduction in value as a result of the Damage.

Provided that:

- i) In respect of unspecified items, the maximum We will pay in respect of any one item will be £5,000.
- ii) In respect of specified items, the maximum We will pay in respect of any one item will be the Sum Insured shown in the Schedule.
- iii) The provisions of the Average Condition and the Basis of Settlement - Reinstatement Clause will not apply to these items

**Memo 3 : Natural Sports Surfaces (only applicable if shown above)**

We will indemnify You in respect of Damage to greens and playing surfaces stated in The Schedule, including any irrigation or heating systems that have been installed.

In the event of Damage to any green or playing surface the basis upon which We will pay for any claim will be as follows Re-seeding or re-turfing.

The replacement of any trees or plants will be by saplings of the same or similar type.

The maximum We will pay in respect of each claim is the limit stated in The Schedule.

We will not indemnify You under this Clause in respect of Damage caused by or consisting of

- (a) the application of fertilisers or chemicals
- (b) the failure to apply fertilisers or chemicals
- (c) storm, flood and other effects of weather
- (d) wear, tear and the course of play
- (e) maintenance work at The Premises
- (f) animals

Damage caused to irrigation systems during the period 1 October to 30 April each year unless the system is drained.

The first £250 of each and every claim.

**SCHEDULE CONTINUED**

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

**Memo 4 : Escape of water**

If in relation to any claim for Damage caused by the escape of water from any tank, apparatus or pipe to the Property Insured during the period 1st October to 31st March in respect of any building not physically occupied and used in its normal capacity on a weekly basis You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

All pipes and tanks in roof spaces and other void or unheated areas must be suitably lagged

thermostatically controlled heating systems must be permanently on and set at a minimum temperature of 4 degrees centigrade

the location of the main stop valves must be clearly identified and indicate the direction of off/on

**Memo 5 : Definition of Unoccupancy**

As from the effective date shown on your policy schedule the following change has been made to the Policy Definitions of your policy.

**Unoccupied**

Any building or portion of a building that is

(1) not physically occupied by You or Your employees during Your normal working hours,

and/or

(2) not used for the purpose of The Business

and/or

(3) empty, vacant, disused, untenanted or unfurnished,

and or

(4) awaiting refurbishment, redevelopment, renovation or demolition,

for a period in excess of 45 consecutive days unless agreed by us in writing

**SCHEDULE CONTINUED**

Policy Number [REDACTED]  
 Effective From 1st October 2016  
 Produced On 29th September 2016

**Money and Assault**

**Part A – Money**

Estimated annual amount of money in transit (other than money described in item 1 below) £25,000

<u>Item</u>	<u>Description</u>	<u>Limit of any one loss</u>
1.	Stamped national insurance cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine Impressions, credit company sales vouchers and VAT invoices	£250,000
The following items exclude money as described in item 1		
2.	Money not contained in locked safe in the (a) The premises outside Business Hours (b) Private dwelling house of Your principles or authorised Employees	£250 £500
3.	Money from locked safes outside Business Hours We will not be liable for loss of money from any safe not listed (a) Unspecified Safe	£1,000
4.	Money on The Premises during Business Hours or in a bank night safe	£1,000
5.	Any other loss of money	£1,000

**Part B – Assault**

INSURED PERSONS You or any Employee aged between 16 and 90

**COMPENSATION BY CONTINGENCY NUMBER**

1	2	3	4	5	6
£10,000	£10,000	£10,000	£10,000	£100 PER WEEK	£50 PER WEEK

SCHEDULE CONTINUED

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

Employee Dishonesty

Limit of Indemnity: £350,000  
Rating Basis: Population not to exceed 10000  
Excess: £250

Extensions Applicable:

C – Interlocking Clause (cover for losses Prior to Inception)

Endorsements Applicable: Including Parish Councillors

**SCHEDULE CONTINUED**

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

**Business Interruption**

The Premises: Property as described in the Property Damage section.

The Business: Local Council

<u>Item</u>	<u>Description</u>	<u>Sum Insured</u>
	On Gross Revenue	£13,200
	Increased Cost Of Working (ICOW)	£10,000
	Total Sum Insured	£23,200

The insured item(s) is/are more particularly described in the Policy wording which should be read in conjunction with the Schedule.

The Maximum Indemnity Period is 12 months.

Contingencies applicable – 1, 2, 3

Additional Contingencies applicable – None

Endorsements applicable – None

**EXTENSION TO EMPLOYEE BENEFITS**

**KEY PERSON ABSENCE**

**Cover** If a Key Person suffers Accidental Bodily Injury or contracts an illness during the Period of Insurance which entirely prevents them from engaging in or attending to their usual duties on behalf of The Insured and which lasts for more than 14 days, We will reimburse You for the expenses incurred in replacing your Key Person during the period of absence

Cover for this extension ceases from the date the Key Person resumes their duties on behalf of The Insured

For the purposes of the Extension a Key Person is defined as

Any clerk, deputy clerk, grounds man or deputy grounds man aged between 21 and 90 inclusive at the start of the Period of Insurance

Benefit Period is defined as

The total period for which We will pay benefits under this extension for any one absence due to Accident or illness for any one Insured Person during the Period of Insurance

**Benefits** Up to £400 per week

**Benefit Period** 26 Weeks

**Exclusions** We will not make any payment under this Extension where

1. the Accidental Bodily Injury to or illness of a Key Person 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 Key Person 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 You or the Key Person

2. any period of absence which lasts less than 14 days

#### Conditions

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 the Key Person during their period of absence

SCHEDULE CONTINUED

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

Employers Liability

Limit of Indemnity - £10,000,000

Description of Activities

Local Council population not exceeding 10000

Additional Endorsements applicable – NONE

Endorsements applicable – NONE

Rating Basis

Flat Premium

**SCHEDULE CONTINUED**

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

**Public and Products Liability**

The Business: Local Council  
Limit of Indemnity: £10,000,000

**Libel & Slander**

Limit of Indemnity: £250,000

**Hirer's Indemnity**

Limit of Indemnity £5,000,000

**Description of Activities**

**Rating Basis**

**Public Liability**

Local Councils population not exceeding 10000	Flat Premium
Fireworks Displays	Flat Premium
Libel & Slander	Flat Premium

Damage to Property excess applicable - £250  
Damage to Property by heat excess applicable - £250  
Additional Endorsements applicable -

**ACTIVITIES AND EVENTS:** see policy wording

**Additional Endorsements applicable -**

**Playground and Amusement Devices**

1.) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that in connection with playground and amusement devices

- a) all equipment, devices and facilities, including sand pits and paddling pools
    - i) are manufactured and installed to the appropriate standard and maintained in good condition
    - ii) are inspected, by a competent person, at least Weekly and
      - \* all defects or risks to health or safety immediately rectified
    - or
    - \* the equipment, device or facility taken out of use
  - b) You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the equipment device or facility and clearly stating any restrictions on its use.
  - c) You will determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use
- We will not provide indemnity in respect of the operation of mechanically powered passenger carrying amusement devices or inflatable devices

**A Libel and Slander**

**Definition**

Publication shall mean any written material produced in the course of The Business.

**Cover**

(1) We will, in respect of any claim made against The Insured while this endorsement is in force or within 12 months of its cancellation provided the cause of the claim

occurred while the endorsement was in force, indemnify The Insured in respect of

(a) Compensation

(b) Costs and Expenses as a result of

(i) libels in any Publication

(ii) slanders made in the course of The Business

(iii) infringement of any trade mark, registered design, copyright or patent right arising from the contents of any Publication

(iv) slander of title to goods

(2) All claims arising out of one cause, whether or not all such claims are made against The Insured in the same

Period of Insurance, will

be treated as one claim.

(3) The maximum We will pay, inclusive of Costs and Expenses, in respect of

(a) any one claim

and

(b) the total of all claims in any one Period of Insurance is £250,000.

We will not provide indemnity in respect of

(a) withdrawing, recalling or replacing any Publication

(b) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement

(c) actions brought in a court of law outside The Defined Territories

(d) 10% of each and every claim

(e) slanders or alleged slanders made in the course of The Business by any Employee of The Insured against any other Employee of The Insured.

SCHEDULE CONTINUED

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

Commercial Legal Protection

The Business: Local Council

Cover Operative

Estimate

Rating Basis

Contingencies 1A – 4C, 5, 7, 8

Population not exceeding

10000

Limit of Indemnity: £100,000

Excess – NIL

Endorsements applicable - NONE

SCHEDULE CONTINUED

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Policy Number	██████████
Effective From	1st October 2016
Produced On	29th September 2016

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Official Indemnity

The Business: Local Council

Limit of Indemnity:	£500,000
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Aggregate Inner Limit for Pollution:	£100,000
--------------------------------------	----------

Rating Basis: Population not to exceed	10000
--	-------

Endorsements applicable – NONE

SCHEDULE CONTINUED

Policy Number [REDACTED]  
 Effective From 1st October 2016  
 Produced On 29th September 2016

Personal Accident

<u>Insured Person</u>	<u>Age</u>	<u>Duties</u>
Employee	16-85	
Members	16-85	
Volunteers	16-85	

To Include, but not limited to:

<u>Name</u>	<u>Address</u>
-------------	----------------

COMPENSATION BY CONTINGENCY NUMBER

1	2	3	4	5	6
£50,000	£50,000	£50,000	£50,000	£200 PER WEEK	NOT INSURED

<u>Insured Person</u>	<u>Age</u>	<u>Duties</u>
Employee	86-90	
Members	86-90	
Volunteers	86-90	

To Include, but not limited to:

<u>Name</u>	<u>Address</u>
-------------	----------------

COMPENSATION BY CONTINGENCY NUMBER

1	2	3
£50,000	£50,000	£50,000

SCHEDULE CONTINUED

Policy Number [REDACTED]  
Effective From 1st October 2016  
Produced On 29th September 2016

Endorsement Details

Liability and Property Rating Stability Agreement

Insured: Melbourn Parish Council  
Policy no: [REDACTED]

Period of Agreement  
From 1st October 2015 expiring on 30th September 2018

Period of Insurance  
Each 12 months period within the Agreement commencing from the inception date

The Insured has agreed, with effect from the date stated above, to offer annually for a period of 3 years the insurance under the Applicable Sections of this policy at the rates, terms and conditions at the inception of this insurance and to pay the premiums annually in advance.

The Company agrees to accept such an offer made in accordance with this Agreement provided that:

- (1) We may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:
  - (a) there is any change in legislation or legal practise, tax, the cost or availability of reinsurance, insurance industry market practice, or legal precedent established in any court of law which has a material effect upon any one of the Applicable Sections listed below.
  - (b) You acquire, set up, dispose of or discontinue any:
    - business or business activity
    - company or other entity carrying on such a business or business activity
    - Premises or interest in The Premiseswhich has any material effect on Your Business.
  - (c) there is any material alteration in the Premises or the nature of Your Business.
  - (d) You have failed to comply with any Mandatory Risk Improvements required by Us, unless We have agreed otherwise in writing.
- (2) The Sums Insured or limits of liability may be increased or reduced at any time to reflect the acquisition or disposal of Property or Businesses or to correspond with any increase or reduction in values or increase or reduction in the Business. The premium will be adjusted to account for such alterations.
- (3) This Agreement will apply to any policy or policies which may be issued by Us within the above period in substitution for this policy.
- (4) In respect of any Section(s) of this policy where this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such Section(s), which results in the Section(s) being lapsed or cancelled, then if both We and You agree, this Agreement can be terminated.
- (5) This Agreement does not apply to the imposition of or increase in Insurance Premium Tax.
- (6) Any Terrorism insurance provided by this policy operates for a maximum period of one year whereupon it lapses unless We elect to offer and You elect to accept renewal for a further period of one year.

Applicable Sections

Property Damage / Business Interruption / Theft / Money / Business All Risks / Glass / Book Debts  
Employers Liability / Public Liability / Products Liability / Property Owners / Employee Dishonesty /  
Officials Indemnity / Personal Accident / Legal Expenses

This Agreement is subject to all other terms and conditions of the Policy.