MELBOURN PARISH COUNCIL MINUTES

Minutes of the Finance and Good Governance Committee Meeting held on Monday 10th July 2017 in the upstairs meeting room of Melbourn Community Hub at 7.30pm.

F&GG Committee - Cllrs Gatward, Hales, Kilmurray, Norman, Regan, Sherwen, Travis.

Present: Cllr Hales, Norman, Regan, Sherwen, Travis,

In attendance: The Clerk and two members of the public

FG01/17 To Elect a Chair for the Finance and Good Governance Committee
IT WAS PROPOSED BY CLLR REGAN TO ELECT CLLR HALES AS CHAIR TO FINANCE AND
GOOD GOVERNANCE COMMITTEE, THERE WAS NO SECONDER. THIS WAS NOT CARRIED.

IT WAS PROPOSED BY CLLR NORMAN AND SECONDED BY CLLR REGAN TO ELECT CLLR TRAVIS AS CHAIR TO FINANCE AND GOOD GOVERNANCE COMMITTEE. ALL WERE IN FAVOUR. THIS WAS CARRIED.

FG02/17 To Elect a Vice Chair for the Finance and Good Governance Committee
IT WAS PROPOSED BY CLLR NORMAN AND SECONDED BY CLLR TRAVIS TO ELECT CLLR
HALES AS VICE CHAIR TO FINANCE AND GOOD GOVERNANCE COMMITTEE. ALL WERE IN
FAVOUR. THIS WAS CARRIED.

FG03/17 To receive any apologies for absence

Cllr Hales for late arrival. Cllr Gatward and Kilmurray for personal reasons.

- FG04/17 To receive any Declarations of Interest and Dispensations
 - a) To receive declarations of interest from councillors on items on the agenda There were no declarations of interests made
- FG05/17 Public Participation (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).

Standing Orders were suspended at 7.34pm.

A member of the public raised the following issues:

- A Councillor cannot be appointed to be Vice Chair without written confirmation of position if they are absent from the meeting.
- Published F&GG Terms of Reference Version 1 January 2017 is the version currently on the website. The Chair explained the version that is on the website is Doc 6.01 Version 1. Review date April 2018.
- FG07/17 and FG09/17 agenda items both have the word "agree" in the title. Under the Terms of Reference the committee only has the power to recommend, they do not have the powers to make decisions.
- There is no supporting document for SG06/17. The Clerk explained there are no documents available and therefore this agenda item will be deferred to the next meeting.
- FG06/17 To receive the spend versus budget report for 2017/2018 as at 31 st May 2017

The Clerk explained due to not having sufficient information this agenda item has been deferred until

the next meeting.

FG07/17 To discuss and agree how to allocate money carried over the FY 2016/2017 - APPENDIX A

The Clerk brought the Management Balance Sheet (taken from 5th June Parish Council Meeting) to member's attention. In particular The Clerk reminded all the auditors look for a 25% running cost and that is £51,500.00 and should be allocated into reserves.

The Clerk and Cllr Norman explained that the following items have not been budgeted for in this year's precept and members should consider these when deciding how the money should be allocated:

- Mandatory annual payment to Hundred Housing for The Hub £1000.00
- The Clerk working a 4th Day £2000.00
- Pavilion Kitchen new cupboards and flooring due to leak damage £4000.00
- Car Park Cllr Norman explained in the precept car park rates were estimated at £6600.00, SCDC has now informed the Parish Council that car park rates have doubled, so the Council need to allocate another £6000.00 to this budget item and The Clerk is in the process of appealing.

Members were then asked to discuss how the remaining balance of £30,802.65 should be allocated to allow for unplanned future jobs to be carried out.

Currently there is only £3500 budgeted under maintenance from 2017/2018 precept. £15,000.00 on the Management Balance Sheet is for Asset Management Capital Expenditure - The Clerk explained this area is currently work in progress as the Council need to thoroughly review and update the Asset Register.

The Chair explained £51,500 should be allocated into reserves and in addition £9,000.00 has been ring fenced from 2017/2018 precept into reserves.

IT WAS PROPOSED BY CLLR NORMAN AND SECONDED BY CLLR REGAN TO RECOMMEND TO THE PARISH COUNCIL TO ALLOCATE UP TO £30,000 FOR UNPLANNED WORK. ALL WERE IN FAVOUR. THIS WAS CARRIED.

FG08/17 To discuss and review Melbourn Parish Council Insurance Policy – APPENDIX B

The Clerk explained the insurance policy had already been paid back in August 2016, however members needed to review the policy and ensure it sufficiently meets the Council's needs so that it can be used as a basis for obtaining quotes for the next year's insurance. Questions raised included coverage for items such as:

- Allotments and vacant plots
 - ACTION: THE CLERK TO COMPARE ALLOTMENT INSURANCE TO OTHER PARISH COUNCILS
- Fidelity Cover ACTION: THE CLERK TO CONTACT INSURANCE COMPANY.
- Key person insurance ACTION: THE CLERK TO CONTACT INSURANCE COMPANY.
- Are the figures sufficient on pages 11+12 of the insurance policy in particular Employers
 Liability and Public and Products Liability ACTION: THE CLERK TO CONTACT
 INSURANCE COMPANY

Cllr Hales arrived at the meeting.

ACTION: MEMBERS TO SEND ANY FEEDBACK RELATING TO THE POLICY BACK TO THE CLERK.

ACTION: CLERK. TO GET 2ND QUOTE FROM ANOTHER INSURANCE PROVIDER AND BRING INFORMATION TO NEXT F&G MEETING IN SEPTEMBER 2017 INCLUDING ANSWERS TO FEEDBACK QUESTIONS FROM COUNCILLORS.

FG09/17 To discuss and agree ways of identifying projects and prioritising those to seek grant funding

S106 Agreements were discussed. The committee felt it would be useful to have a status report for the S106 funding showing what has been spent and the remaining balance. **ACTION THE CLERK TO BRING TO SEPTEMBER 2017 MEETING**

There were discussions about creating a list of unexpected spends that the Council has been informed about, or possible works that were not included in formal precepted costings. Each item should be costed in order to decide if it should be carried out using allocated reserves or possibly investigated with the prospect of grant funding.

ACTION: THE CLERK TO CO-ORDINATE A CONSOLIDATED LIST OF UNPLANNED WORK TO WHICH CLLR NORMAN AND TRAVIS WILL CONTRIBUTE. THE CHAIR WILL FORWARD TO OTHER COUNCILLORS FOR THEIR INPUT. ACTION: THE CLERK TO ADD AS AN AGENDA ITEM FOR DISCUSSION AT F&G MEETING SEPTEMBER 2017 MEETING.

It was agreed that unplanned work noted above required some form of prioritisation. Members also suggested using a Numbered Priority Scheme/Risk Assessment that would benefit the Council. This would involve listing all the expected/unexpected projects around the village. **A1** being Health and Safety issue and the work must be carried out and **D1** being a nice to have/improvements to an area.

ACTION: CLLR REGAN TO CREATE PRIORITY SCHEME LIST/RISK ASSESSMENT FOR EXPECTED/UNEXPECTED WORK.

It was agreed that grant funding required a clear managed approach, with projects pre-identified as likely to attract grants being also pre-costed and justified against the time when a grant stream became available.

ACTION: CLLR NORMAN TO CIRCULATE WORK ALREADY DONE ON THE POSSIBLE GRANT FUNDS AVAILABLE. ALL CLLRS TO PROVIDE IDEAS TO THE CLERK THAT MIGHT BE FUNDED BY GRANTS.

The subject was raised relating to The Clerks discretionary spend of up to £500 and due to the tight budget should this be retained or not. The Clerk explained there are times when she does need to order urgent items that cannot wait until the next Parish Council meeting. Members felt if a categorising table was put in place and The Clerk perceives the item to be in Category A, The Clerk should approve immediately. If however the cost is over £500 and the item was seen as urgent The Clerk and The Chair would approve the spend. The Clerk will then report any urgent expenditure back to the Parish Council in her monthly Clerks Report.

IT WAS PROPOSED BY CLLR SHERWEN AND SECONDED BY CLLR HALES TO PROPOSE TO THE PARISH COUNCIL THAT THE CLERK RETAINS DISCRETIONARY SPEND BUT WILL BE MODERATED BY REFERENCE TO A CATEGORISATION LIST. THE CLERK SHOULD ALSO LIASE CLOSELY WITH WORKING PARTIES. ALL WERE

IN FAVOUR. THIS WAS CARRIED.

FG10/17 Suggestions for future work proposals

It was agreed that councillors will each review the entire approval transactions listing and notify the clerk of any items that appear to be outside of the present precept definitions for planned spend during the last financial year.

ACTION: THE CLERK TO ARRANGE A MEETING AND PRINT COPIES OF THE APPROVAL LIST FOR CLLRS.

The Chair closed the meeting at 8.41pm.

APPENDIX A

Management Balance Sheet

31/03/16 £	management balance oncet		31/03/17 £
0.00	Long Term assets Investments		0.00
0.00	Long Term Debts		0.00
0.00	TOTAL LONG TERM ASSETS		0.00
0.00 0.00 0.00 0.00 29,673.35 2,758.20 3,799.21 215,697.98 251,928.74 251,928.74	Current assets Investments Loans Made Investments Stocks VAT Recoverable Debtors Payment in Advance Cash in Hand & at Bank TOTAL CURRENT ASSETS TOTAL ASSETS	0.00 0.00 0.00 0.00 5,341.72 313.66 0.00 154,476.71	160,132.09 160,132.09
0.00 0.00 0.00 40,395.40 0.00	Current liabilities Loans Received Temporary Borrowing VAT Payable Creditors Receipts in Advance	0.00 0.00 0.00 44,425.11 0.00	
40,395.40 211,533.34	TOTAL CURRENT LIABILITIES TOTAL ASSETS LESS CURRENT LIABILITIES		44,425.11 115,706.98
0.00 0.00 0.00	Long Term Borrowing Deferred Liabilities Deferred Credits	0.00 0.00 0.00	
0.00 211,533.34	NET ASSETS		0.00 115,706.98
	Represented by		
	General Reserves		82,302.65
	Asset Management		15,000.00
	Martin's Charity		21.56
	Section 106		7,996.96
	MAYD 01/09/15 Camb. B.Soc bal.		9,167.20
	Celebrating Ages		1,218.61
			115,706.98

The above figures do not include the 2017 / 2018 precept. £102856.50 was received on 21st April 2017. The other half of the precept will be received in October 2017.

Signed

Chairman

Responsible Financial Officer

Date

AUDIT OPINION

APPENDIX B



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

Your Parish Council Policy

Policy Holder

Melbourn Parish Council

Policy Number

4

Produced on

29th September 2016

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

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.

Your Details

The Policyholder

Melbourn Parish Council

Address

Melbourn Community Hub 30 High Street Melbourn Cambridgeshire SG8 6DZ

Population

10000

Client Reference



Your Insurance Advisers Details

Agency Number

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

1st October 2016 29th September 2016

The Policy Holder:

Melbourn Parish Council

The Business:

Local Council

Long Term Agreement: 30th September 2018

SUMMARY OF COVER

Asset Protection

Key Person

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 Motor No Claims Bonus and Excess	£50,000 Insured

SUMMARY COMPLETED

Insured

1st October 2016 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> 1.	Description 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	Sum Insured
	Buildings as described	COED 007 46
	Sports Pavilion Cemetery Shed	£358,897.46 £7,177.76
	Cemetery Lychgate	£29,859.45
	Old Fire Engine House	£32,936.87
	Little Hands Nursery School (including subsidence)	£509,888.27
	Community Hub (including subsidence)	£1,071,509.00
	Car Park Workshop & Garage	£99,499.14
	Total Buildings Sum Insured	£2,109,767.94
	The state of the s	
2.	Insured Property is described as follows within the European Economic Area	
2.	European Economic Area Office Contents	£12,497.56
2.	European Economic Area	£64,073.19
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment	£64,073.19 £13,973.35
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment Street Furniture	£64,073.19 £13,973.35 £74,827.34
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment Street Furniture Gates and Fences	£64,073.19 £13,973.35 £74,827.34 £98,742.40
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment Street Furniture Gates and Fences War Memorials	£64,073.19 £13,973.35 £74,827.34 £98,742.40 £42,440.51
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment Street Furniture Gates and Fences War Memorials Playground Equipment	£64,073.19 £13,973.35 £74,827.34 £98,742.40 £42,440.51 £93,732.71
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment Street Furniture Gates and Fences War Memorials Playground Equipment Mowers and Machinery	£64,073.19 £13,973.35 £74,827.34 £98,742.40 £42,440.51 £93,732.71 £5,832.12
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment Street Furniture Gates and Fences War Memorials Playground Equipment	£64,073.19 £13,973.35 £74,827.34 £98,742.40 £42,440.51 £93,732.71
2.	European Economic Area Office Contents General Contents (including Stock) Outside Equipment Street Furniture Gates and Fences War Memorials Playground Equipment Mowers and Machinery Sports Equipment	£64,073.19 £13,973.35 £74,827.34 £98,742.40 £42,440.51 £93,732.71 £5,832.12 £2,715.88

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

Policy Condition 4 – Protections applies Policy Condition 13 – Index Linking applies

1st October 2016 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,

O

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.

1st October 2016 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

1st October 2016 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>	Description	Limit of any one loss	
1.	Stamped national insurance cards, crossed cheques, crossed glro 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	£50
				PER WEEK	PER WEEK

1st October 2016 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

1st October 2016 29th September 2016

Business Interruption

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

The Business: Local Council

<u>ltem</u>	Description	Sum Insured
	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 tor 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
- 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

1st October 2016 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

1st October 2016 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

<u>Description of Activities</u> <u>Rating Basis</u>

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.

1st October 2016 29th September 2016

Commercial Legal Protection

The Business: Local Council

Cover Operative

<u>Estimate</u>

Rating Basis

Contingencies 1A - 4C, 5, 7, 8

Population not exceeding

10000

Limit of Indemnity: £100,000

 $\mathsf{Excess} - \mathsf{NIL}$

Endorsements applicable - NONE

1st October 2016 29th September 2016

Official Indemnity

The Business: Local Council

Limit of Indemnity: £500,000

Aggregate Inner Limit for Pollution: £100,000

Rating Basis: Population not to exceed 10000

Endorsements applicable - NONE

1st October 2016 29th September 2016

Personal Accident

Insured Person Age Duties

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

Duties

1 2 3 4 5 6

£50,000 £50,000 £50,000 £50,000 £200 NOT INSURED PER WEEK

Insured PersonAgeEmployee86-90Members86-90

Members 86-90 Volunteers 86-90

To Include, but not limited to:

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

COMPENSATION BY CONTINGENCY NUMBER

£50,000 £50,000 £50,000

1st October 2016 29th September 2016

Endorsement Details

Liability and Property Rating Stability Agreement

Insured: Melbourn Parish Council

Policy no: 24414511 CHC

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 renegotiate 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 Premises

which 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.