

MELBOURN PARISH COUNCIL – FINANCE AND GOOD GOVERNANCE COMMITTEE
(District of South Cambridgeshire)

A meeting of the Finance & Good Governance Committee held on Monday, 6 November 2023, at 19:30 in the Austen Room, Community Hub, 30 High Street, Melbourn, SG8 6DZ

Present: Cllrs Kilmurray (Chair), Alexander, Clark, Campbell, Hart, Kanagarathnam

Absent:

In attendance: Abigail Williams & Alexandra Coxall (Parish Clerks), Shelley Coulman (RFO), Cllr Travis

FINANCE & GOOD GOVERNANCE COMMITTEE: MINUTES

Meeting started 19:31

- FG016/23** To receive nominations to elect a Chair for the Finance and Good Governance Committee
Nominations were received to elect Cllr Kanagarathnam as Chair. Cllr Kilmurray stated that he was happy to chair this meeting.
It was RESOLVED to elect Cllr Kanagarathnam as Chair.
Proposed by Cllr Clark, seconded by Cllr Alexander. All in Favour.
It was decided that Cllr Kilmurray would chair the meeting to allow Cllr Kanagarathnam to familiarise himself with the process.
- FG017/23** To receive nominations to elect a Vice Chair for the Finance and Good Governance Committee
Nominations were received to elect Cllr Kilmurray as Vice Chair.
It was RESOLVED to elect Cllr Kilmurray as Vice Chair.
Proposed by Cllr Clark, seconded by Cllr Hart. All in Favour.
- FG018/23** To receive and approve apologies for absence
None were received
- FG019/23** **To receive any Declarations of Interest and Dispensations. *Members are reminded that they are required to ensure their Declaration is updated within 28 days of any change in circumstances.***
a) To receive declarations of interest from councillors on items on the agenda
b) To receive written requests for dispensations for disclosable pecuniary interests (if any)
c) To grant any requests for dispensation as appropriate
Cllr Kilmurray declared an interest at the meeting in agenda item FG029/23.
Dispensation was granted to stay but not vote.
- FG020/23** **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).** Written responses to questions raised will be made by the Parish Office within 14 days of the date of this meeting.
Cllr Travis in attendance in his capacity as a Melbourn Hub director. It was agreed for agenda item FG029/23 be brought forward to the start before FG023/23.
- FG021/23** **To approve the minutes of the Finance & Good Governance Committee Meeting held on 19 June 2023**
It was RESOLVED to approve the minutes for the Finance & Good Governance Committee Meeting held on 19 June 2023 as an accurate record.
Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.
- FG022/23** **To report back on the minutes of the Finance & Good Governance Committee Meeting held on 19 June 2023**
To note that the agreed date of next meeting of 18 September 2023 was postponed to 6 November 2023.
- FG029/23** **To discuss Melbourn Hub asset register and maintenance contracts**
Chair was passed to Cllr Kanagarathnam for this item due to Cllr Kilmurray declaring an interest in this item.
The hub asset register and service/maintenance contracts were discussed.
No capital projects for the Hub are proposed for the next financial year.
No intention to increase the licence fee (beyond the prescribed rise in January 2024).
Suggestion to continue precepted amount as a Hub reserve as a standing commitment, which can be carried forwards in the event of an underspend.

Asset reserve can also be used as the Hub is a Parish Council building.

It was suggested that matters are discussed at a precept meeting.

Cllr Travis left the meeting at 19.48

FG023/23 To review the Timetable for Recurring Agenda items

RFO suggested moving the Finance and Good Governance September meeting to October.

It was RESOLVED to change the date of the F & GG September meeting to October

Proposed by Cllr Clark, Seconded by Cllr Hart. All in Favour

FG024/23 To note quarterly VAT return/refund

It was noted.

FG025/23 To note renewal of annual insurance premiums as approved 27 September 2023 (PC087/23f)

It was noted.

FG026/23 To review the burial fees

It was RESOLVED to leave the burial fees at the current rates.

Proposed by Cllr Campbell, Seconded by Cllr Kanagarathnam. All in Favour.

FG027/23 To discuss options for future grant funding

It was noted that there has been an increase in the amounts of money being sought by local projects.

It was suggested that if we wish to continue financing local groups, that we need reassess how we use the community grant funding money and look for alternative sources for the future.

Discussions ongoing.

FG028/23 To discuss items to be taken into consideration for precept

Inflation (currently at 6.7%)

Considerations of note include Little Hands car park, finance systems for office, maintenance contracts across Parish buildings, playground maintenance, weedkilling, possible LHI application.

It was reported that the Mobile Warden Scheme is no longer funded by SCDC.

FG030/23 To consider approval of upgrade to office IT infrastructure

It was RESOLVED to recommend approval to full council.

Proposed by Cllr Clark, Seconded by Cllr Alexander. All in favour.

FG031/23 Policies: To consider and review policies as per Policy Review Schedule

a) To consider updates to the Investment Strategy

RFO will send out recalculations for investment plan.

Edited Investment Strategy to be presented at December meeting.

b) To consider updates to the Financial Risk Assessment

It was RESOLVED to approve the edits to the Financial Risk Assessment

Proposed by Cllr Clark, Seconded by Cllr Kanagarathnam. All in favour.

c) To consider updates to the F&GG TOR

It was RESOLVED to leave the F&GG TOR as it currently is.

Proposed by Cllr Hart, Seconded by Cllr Campbell. All in favour.

d) To consider updates to Financial Regulations

It was noted that updates are coming for the model Financial Regulations.

It was RESOLVED to accept the updates suggested to the Financial Regulations.

Proposed by Cllr Clark, Seconded by Cllr Campbell. All in favour.

FG032/23 To note date of next meeting: Monday 18 December 2023

It was noted that the next meeting is Monday 18 December 2023.

Meeting closed at 20.36

MELBOURN PARISH COUNCIL – FINANCE AND GOOD GOVERNANCE COMMITTEE

(District of South Cambridgeshire)

A meeting of this Committee was held on Monday, 19 June 2023, at 7.30pm in the Austen Room, Community Hub, 30 High Street, Melbourn, SG8 6DZ

Members of the public are reminded that copies of reports and supporting documentation for agenda items can be obtained from the Parish Council website, <http://melbournparishcouncil.co.uk> or on request to the Clerk

Present: Cllrs Kilmurray (Chair), Alexander, Clark,

Absent:

In attendance: Sophie Marriage – Parish Clerk, Abigail Williams – Assistant to the Parish Clerk

FG001/23 To receive nominations to elect a Chair for the Finance and Good Governance Committee

No nominations were received. It was noted that some members of committee were not in attendance and it would be appropriate to defer the item until the next meeting. Cllr Kilmurray stated that he was happy to chair this meeting.

It was RESOLVED that Cllr Kilmurray would chair the Finance and Good Governance meeting of 19 June 2023.

Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

FG002/23 To receive nominations to elect a Vice Chair for the Finance and Good Governance Committee

No nominations were received. It was noted that some members of committee were not in attendance and it would be appropriate to defer the item until the next meeting.

FG003/23 To receive and approve apologies for absence

Apologies were received from Cllrs Hart, Barley and Campbell with appropriate reasons given.

It was RESOLVED to approve the apologies for absence.

Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

FG004/23 **To receive any Declarations of Interest and Dispensations. Members are reminded that they are required to ensure their Declaration is updated within 28 days of any change in circumstances.**

a) To receive declarations of interest from councillors on items on the agenda

b) To receive written requests for dispensations for disclosable pecuniary interests (if any)

c) To grant any requests for dispensation as appropriate

None were received.

FG005/23 **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).** Written responses to questions raised will be made by the Parish Office within 14 days of the date of this meeting.

No members of the public were in attendance.

FG006/23 **To approve the minutes of the Finance & Good Governance Committee Meeting held on 20 March 2023**

It was RESOLVED to approve the minutes of the Finance & Good Governance Committee Meeting held on 20 March 2023 as an accurate record.

Proposed by Cllr Alexander, seconded by Cllr Clark. All in favour.

FG007/23 **To report back on the minutes of the Finance & Good Governance Committee Meeting held on 20 March 2023**

It was noted that, within the investment strategy approved at the last meeting, it was agreed to transfer fund to Cambridge & Counties Bank, but this required year-end figures so there has been a delay in opening the account.

FG008/23 **To review the Timetable for Recurring Agenda items**

It was RESOLVED to approve the Timetable for Recurring Agenda items.

Proposed by Cllr Clark, seconded by Cllr alexander. All in favour.

FG009/23 **To note quarterly VAT return/refund**

It was noted.

FG010/23 **To consider the Internal Auditor's report**

The internal Auditor visited to review the AGAR on 7th June 2023. Awaiting the report.

FG011/23 To review the allotment fees

It was noted that the current fees are inline with other allotments and the current fees cover the expenditure on the allotments.

It was RESOLVED to keep the allotments fees as £21.50 for Gray's and £27 for St George's. Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

FG012/23 To review the pavilion hire and match fees

It was noted that the match fees are at the lower end compared to neighbouring villages.

It was RESOLVED to keep the standard rate and community rate for the hire of the pavilion at the same price, and to increase the football pitch hire from £35 per match to £40.

Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

FG013/23 To consider options for future grant funding

The current community benefit grants are funded by monies from the solar farm. This agreement is in place until 2035 and after this date the parish council will no longer receive monies from the solar farm. It is recognised that many local organisations benefit from the current grant funding and the council need to think about ways of keeping the funding in place. It was noted that some support for organisations, such as the Mobile Warden Scheme, is precepted for. The council could precept a small amount over 10 years to build up a fund for future grants, however this would be significantly reduced in comparison with current funds received from the solar farm. It was noted that a similar agreement or funding source could be sought from other companies and organisations. ACTION: Committee to continue to investigate different funding options.

FG014/23 Policies: To consider and review policies as per Policy Review Schedule:

- a) To consider approving the draft Allotment Agreement

It was RESOLVED to approve the draft Allotment Agreement.

Proposed by Cllr Alexander, seconded by Cllr Clark. All in favour.

- b) To consider approving the draft Petty Cash policy

It was noted that the internal auditor has advised that petty cash is no longer kept in the office if it is not used. Petty is rarely used in the office with the introduction of debit and credit cards.

It was RESOLVED to approve the Draft Petty Cash procedure subject to the deletion of "If the Petty Cash is reintroduced..." text.

Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

- c) To consider approving the draft Effectiveness of Internal Audit policy

It was RESOLVED to approve the draft Effectiveness of Internal Audit policy, subject to "yearas" being amended to "years".

Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

- d) To consider approving the draft Effectiveness of Internal Controls policy

It was RESOLVED to approve the draft Effectiveness of Internal Controls policy

Proposed by Cllr Alexander, seconded by Cllr Clark. All in favour.

- e) To consider approving the draft Record of Processing Activities

It was RESOLVED to approve the draft Record of Processing Activities

Proposed by Cllr Clark, seconded by Cllr Alexander. All in favour.

FG015/23 To note date of next meeting: Monday, 18 September 2023

It was noted that the date of the next meeting is 18 September 2023

Meeting closed at 20:13

Melbourn Parish Council – Finance and Good Governance Committee

Timetable for Recurring Agenda Item - Meeting dates Jan, Mar, Jun, Sept, Dec (additional meeting in Jan if extra time needed for Precept)

Task	Purpose	PC Meeting Deadline	FGGC meeting date
Election of Chair of FGCC	Statutory		Jun
Internal audit report – year end Not in TOR	Consideration of recommendations		Jun
Annual review of Allotment Fees	For recommendation to PC prior to allotment renewals	Jul	Jun
Annual review of Pavilion hire /match fees	For recommendation to PC	n/a	Jun
Policy reviews/risk assessments – per Policy Review Schedule	Review policies delegated to FGCC		Jun
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Jun
Future grant funding	Discuss future grant funding for when there is no longer money from the Solar farm		Jun
Review of Insurance Arrangements	Recommendation to PC	Sept	Sept
Review of Financial Risk Assessment	Recommendation to PC		Sept
Annual Review of burial fees	Recommendation to PC		Sept
Review of FGCC terms of reference		Sept	Sept
Policy reviews/risk assessments – per Policy Review Schedule	Review policies delegated to FGCC		Sept
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Sept
Policy reviews – investment strategy	Recommendation to PC	Sept (review 6 monthly)	Sept
Review of draft Precept for proposal to Parish Council	Recommendation to PC	Mid Jan	Dec
Internal audit report – interim Not in TOR	Consideration of recommendations	Jan	Dec
Annual Review of Effectiveness of Internal Audit		Jan	Dec
Policy reviews/risk assessments – per Policy Review Schedule	Review policies delegated to FGCC	n/a	Dec
Annual review of Littlehands rent	For recommendation to PC in Jan and to allow Littlehands time to budget for changes in rental	By rent review date	Dec
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Dec
Publication of information - Transparency Code 2015	Update statutory information	Jan	Dec
Annual Review of Effectiveness of Internal Controls	To allow PC to sign off AGAR	May	Mar
Policy reviews – investment strategy	Recommendation to PC	Mar (must be prior to new FY)	Mar
Review of Fixed Assets Register	Ensure it is up-to-date	Ideally prior to AGAR	Mar
Policy reviews/risk assessments – per Policy Review Schedule	Review policies/risk assessment delegated to FGCC	n/a	Mar
VAT return/refund	Quarterly check that VAT return/refund has been made	n/a	Mar

Also Changes to Standing Orders and Financial Regulations – per Policy Schedule unless new versions are issued or changes needed
Timetable approved by F&GG March 2023

parish clerk

From: RFO Gov <rfo@melbournparishcouncil.gov.uk>
Sent: 02 November 2023 10:54
To: Parish Clerk Gov
Subject: VAT

VAT June 2023 - £8,523.19 claimed and received
VAT September 2023 £5,297.85 Claimed not received

Shelley Coulman
Responsible Financial Officer
Melbourn Parish Council

Tel: 01763 263303 ext 3

Please note: my usual working days are Tuesday & Thursday mornings

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Ms Claire Littlewood

Melbourn Parish Council

30 High Street
Melbourn
Royston
Cambridgeshire
SG8 6DZ

06 September 2023

Policy Number: 100723637BDN/LCO02385

Dear Ms Littlewood ,

LOCAL COUNCIL RENEWAL INVITE

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

Policy Type:	Local Councils
Insurer:	Aviva Insurance Ltd
Renewal Date:	04 October 2023
Premium:	£15,434.22
Arrangement Fee:	£25.00 non-refundable in the event of cancellation
TOTAL PREMIUM	£15,459.22

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

IMPORTANT DOCUMENTS: Please read the following documents carefully.

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

Renewal details for any other insurance policies arranged through Clear Insurance Management (CIM) alongside your Local Councils Insurance will be issued under a separate communication.

Policy Documents

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

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

Is This Policy Suitable for You?

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

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

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

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

What is Underinsurance?

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

Index Linking

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

Market Selection

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

Significant Endorsements, Exclusions, Limitations, Warranties and Subjectivities

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

Additional endorsements applied to your policy are listed below:

- [30] - Tree Felling and Lopping Cover
- [31] - Fly Tipping Cover
- [AMENDED] - Amended Policy Introduction
- [COVEX] - General Exclusions - Coronavirus
- [GDPRCLP] - Data Protection Act wording amendment (CLP)
- [GDPRELPL] - Data Protection Act wording amendment (EL/PL)
- [IL001] - Index Linking
- [KEYPERSONS] - Key Persons
- [LOR] - Rent Receivable
- [SKATE] - Skate Park Endorsement
- [FLOOD-EXCESS-1000] - Increased Flood Excess - Melbourn Sports Pavilion, The Moor, SG8 6ED
- [FLOOD-EXCESS-2500] - Increased Flood Excess - Cemetery Shed, SG8 6BX
- [FLOOD-EXCESS-2500] - Increased Flood Excess - Cemetery Lychgate, SG8 6BX
- [FLOOD-EXCESS-1000] - Increased Flood Excess - Old Fire Engine House, SG8 6ED
- [FLOOD-EXCESS-1000] - Increased Flood Excess - Little Hands Nursery School, SG8 6ED
- [FLOOD-EXCESS-2500] - Increased Flood Excess - Car Park Workshop and Garage, SG8 6DZ

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

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

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

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

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

Excesses

All excesses are detailed in your Policy Schedule, please ensure you familiarise yourself with these. **Please note that, with effect from this year's renewal, the Section 1 - Property Damage Excess has increased from £125 to £250.**

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

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

Important Changes to the Current Policy from Renewal

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

Important Information

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

This policy is renewable.

Duty of Fair Presentation

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

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

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

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

Cancellation Rights

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

Claims

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

Additional Benefits

Local Council Awards Scheme (LCAS)

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

Long Term Undertaking (LTU)

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

Other Insurance Products

Clear Cyber for Councils

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

The policy provides:

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

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

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

Please find further details enclosed.

Your Parish Online Subscription

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

What To Do Next

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

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

Paying for Your Policy

Credit/Debit Card:	Please access our online Clear Self Service Portal* or call Clear on 0330 013 0036 and have your card details ready. * Please refer to our recent email communications detailing the registration and access process. If you need any assistance getting started, please email, or call the team and we will be happy to help.
BACS/Automatic Transfer:	Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.

Premium Finance

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

Finance Provider	Close Brothers Premium Finance (CBPF)
Loan Amount	£15,459.22
Interest Amount (6.75%)	£1,229.01
10 Monthly Instalments of	£1,668.82
Total Payable	£16,688.23
APR	20.77%
Instalment Term	10 Months
Policy Term	12 Months

The above table shows the premium which would be financed by Close Brothers Premium Finance, at a charge of 7.95% (Typical 20.77% APR variable).

The policy term is 2 months longer than the instalment plan. Financing the premium at £16,688.23 means the overall cost will be more expensive than making a single payment of £15,459.22, the additional cost amounts to £1,229.01

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

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

Yours Sincerely

Clear Councils Team
Email: councils@thecleargroup.com
Telephone: 0330 013 0036
Website: www.clearcouncils.co.uk

The Insured: Melbourn Parish Council
Policy No: 100723637BDN/LCO02385

clear
councils

Local Councils

Statement of Fact

06/09/2023

IMPORTANT - This Statement of Fact provides a record of the information notified to us and facts assumed about you, your business and councillors and clerks. You must check all the information and material facts contained in the Statement of Fact and the Schedule and contact Clear Councils on 0330 013 0036 or by email to councils@thecleargroup.com immediately if any details are incorrect or incomplete.

You should keep this statement of fact for your records.

Your Duty to make a Fair Presentation of Risk

You must make a fair presentation of risk. This means you must;

- disclose every material circumstance you know or ought to know or, failing that, provide enough information to enable Insurers to make further enquiries
- make disclosures in a reasonably clear and accessible manner
- ensure that representations as to a matter of fact are substantially correct
- ensure that representations as to a matter of belief are made in good faith

Material information is information that would influence an insurer in deciding whether a risk is acceptable and if so, the premium, terms and conditions to be applied. If you are in doubt whether a fact is material, you should disclose it, since failure to do so could invalidate your policy, reduce claims settlements or result in a claim not being paid.

Your duties before inception of cover	Your duties after inception of cover	Instructions regarding changes of cover
All material information must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked by us or by the insurer. If you become aware that material information that you have supplied prior to the placement of your insurance contract was incorrect you should tell us immediately.	Your duty to make a fair presentation of risk is re-imposed when there are changes or variations in cover and when the insurance contract is renewed or extended. In addition, changes that substantially increase the risk, or relate to compliance with a warranty or condition in the insurance contract must be notified at once.	Alterations to covers or increases in sums insured etc., will not be effective until insurers have accepted the change and you should not assume that they have done so until you have received confirmation to that effect from Clear Councils. To avoid delay, we therefore suggest that for urgent instructions, you contact us by telephone.

Please contact Clear Councils immediately if you are in any doubt as to whether or not information might be material or if you have any concerns that we might not be aware of all material information.

Claims Experience

All claims, incidents or losses during the past three years in respect of any of the risks to be insured must have been reported to the scheme underwriters, Aviva Insurance Ltd.

Declaration

To the best of your knowledge no Councillor or Clerk has;

- been subject to any County Court Judgements
- had any insurer decline, cancel or refuse to renew insurance
- been convicted/charged/cautioned in respect of any criminal offence
- ever been prosecuted for failure to comply with any Health and Safety or Welfare or Environmental Protection legislation
- been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership, liquidation or administration

Your Property

All property insured including outbuildings will be maintained in a good state of repair.

Where Subsidence is covered all properties are free from any sign of damage caused by subsidence, ground heave or landslip, and have no history of such damage.

You do and will continue to maintain machinery and equipment in a good state of repair.

Fidelity Guarantee

You do and will continue to;

- delete employees' password access or make it invalid immediately when any employee leaves your employment
- make Clear Councils aware of any additional wording included in your last external audit report

Health and Safety

You comply with all appropriate Health and Safety legislation, and follow the guidelines and advice of the Health & Safety Executive.

Client Details

Council Name	Melbourn Parish Council
Address Line 1	30 High Street
Address Line 2	Melbourn
Town	Royston
County	Cambridgeshire
Postcode	SG8 6DZ
Please state to which Rural Community Council (England) or County Voluntary Council (Wales) you are affiliated or in which County area your Hall is situated	Cambridgeshire
Population Size	Up to 10,000
If you do not have an PAYE Reference, please confirm that you are exempt from holding one	To be confirmed
Contact Title	Ms
Contact Forename	Claire
Contact Surname	Littlewood
Contact Telephone	01763 263303
Contact Email Address	parishclerk@melbournpc.co.uk

Verified e-mail address for all communications. Please let the Clear Councils Affinities team know immediately if this address needs to be changed.

Additional Email Address

This is... a new quotation

Mandatory Covers

Public Liability Limit of Indemnity	£10,000,000
Employers Liability Limit of Indemnity	10,000,000
Officials Indemnity Limit	500,000
Libel and Slander Limit	250,000
Legal Expenses Limit	250,000
Money - Cash in Transit, on Premises in Business Hours, in Bank Night Safe	£2,500
Money - Cash in Safe	2,500.00
Fidelity Guarantee Limit	£250,000

Additional Covers

Do you require Additional Covers, as set out below?	Yes
Do you wish to increase the standard limit for any of the above options	Yes
Please enter Contents Limit required	170,004
Please enter Street Furniture Limit required	0
Please enter Gates & Fences Limit required	205,518
Please enter Playground Equipment required	159,300
Please enter War Memorials required	0
Please enter Mowers & Machinery required	0
Please enter Sports Equipment required	0
Total of Higher Values	534,822

Optional Covers

Do you require cover for Buildings

Yes

Buildings Cover (1)

Address Line 1	Melbourn Sports Pavilion, The Moor
Address Line 2	Melbourn
Town	Royston
County	Cambridgeshire
Postcode	SG8 6ED
Please state the Sum Insured	1,337,067
Construction Type	Standard Construction Buildings incl Listed Buildings & Pavilions
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Buildings Cover (2)

Address Line 1	Cemetery Shed
Address Line 2	Orchard Road
Town	Melbourn
County	Hertfordshire
Postcode	SG8 6BX
Please state the Sum Insured	81,355
Construction Type	Standard Construction Buildings incl Listed Buildings & Pavilions
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Buildings Cover (3)

Address Line 1	Cemetery Lychgate
Address Line 2	Orchard Road
Town	Melbourn
County	Hertfordshire
Postcode	SG8 6BX
Please state the Sum Insured	181,577
Construction Type	Non-Standard Construction Buildings incl Listed Buildings & Pavilions (excl panelling/Timber/Portacabins)
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Buildings Cover (4)

Address Line 1	Old Fire Engine House
Address Line 2	High Street
Town	Melbourn
County	Hertfordshire
Postcode	SG8 6ED
Please state the Sum Insured	116,728
Construction Type	Standard Construction Buildings incl Listed Buildings & Pavilions
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Buildings Cover (5)

Address Line 1	Little Hands Nursery School
Address Line 2	The Moor
Town	Melbourn
County	Hertfordshire
Postcode	SG8 6ED
Please state the Sum Insured	1,943,110
Construction Type	Non-Standard Constrution Buildings incl Listed Buildings & Pavilions (excl panelling/Timber/Portacabins)
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Buildings Cover (6)

Address Line 1	Melbourn Community Hub
Address Line 2	30 High Street
Town	Melbourn
County	Hertfordshire
Postcode	SG8 6DX
Please state the Sum Insured	2,351,069
Construction Type	Timber Buildings & Portacabins
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Buildings Cover (7)	
Address Line 1	Car Park Workshop and Garage
Address Line 2	Parish Council Car Park, High Street
Town	Melbourn
County	Hertfordshire
Postcode	SG8 6DZ
Please state the Sum Insured	201,621
Construction Type	Standard Construction Buildings incl Listed Buildings & Pavilions
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No
Buildings Cover (8)	
Address Line 1	Churchyard Wall, All Saints Church
Address Line 2	The Cross
Town	Melbourn
County	Cambridgeshire
Postcode	SG8 6DY
Please state the Sum Insured	589,536
Construction Type	Standard Construction Buildings incl Listed Buildings & Pavilions
Is Subsidence cover required	Yes
Has there been any history of subsidence at this location	No

Buildings Cover (9)	
Address Line 1	Boardwalk Nr Stockbridge Meadows
Address Line 2	Melbourn
Town	Royston
County	Cambridgeshire
Postcode	SG8 6FG
Please state the Sum Insured	68,352
Construction Type	Other
Please provide more information	Recycled Plastic Boardwalk
Is Subsidence cover required	No

Do you require cover for CCTV Equipment	Yes
Sum Insured required for CCTV Equipment	21,235
Is cover for Sports Ground Surfaces and/or Concrete, Tarmac or Asphalt Surfaces required	Yes
Sum Insured required for Ground Surfaces	65,011
Is cover for Regalia required	No
Is Business Interruption cover required?	Yes
Do you wish to add cover for Loss of Revenue?	Yes
Loss of Revenue Sum Insured	15,000
Additional Increased Cost of Working sum insured	0
Indemnity Period (months)	12 Months
Do you wish to add cover for Increased Cost of Working?	Yes
Increased Cost of Working sum insured	10,000
Increased Cost of Working Indemnity Period (months)	12 Months
Do you wish to add cover for Loss of Rent?	Yes
Loss of Rent Sum Insured (appropriate to the Indemnity Period selected below)	78,000
Loss of Rent Indemnity Period (months)	36 Months
Do you wish to add cover for Key Persons?	Yes
Is cover for Personal Accident required	Yes
Is cover for Terrorism required	No

The Insured: Melbourn Parish Council
Policy No: 100723637BDN/LCO02385



Do you require No Claims Bonus Protection & Application of Excess Protection	No
Do you require Data Breach Response cover?	Yes
Have you attained an award under the Local Council Awards Scheme?	No
Do you wish to agree to a 3 year Long Term Undertaking (LTU) in return for a discount	Yes
LTU Start date	04/10/2021
LTU End date	03/10/2024

General Questions

(i) No Insurer has declined my/our proposal, cancelled or refused to renew my/our policy, required an increased premium, special terms or conditions for any of the insurance proposed for True

(ii) Neither I/We, nor any other principal members of this organisation have been convicted of any criminal offence other than a motoring conviction True

(iii) I am/We are not aware of any existing circumstances which have resulted or could result in a dispute which may give rise to any payment under this insurance and I/We understand that no such circumstances can be accepted as a foundation of a claim under this insurance True

(iv) I/We declare that the proposer is registered in the United Kingdom, the Isle of Man or the Channel Islands True

To the best of my/our knowledge no partners, principals or directors have; been subject to any county court judgments, had any Insurer decline or refuse to renew Insurance or impose any special terms for acceptance, been convicted/charged/cautioned in respect of any criminal offence, been declared bankrupt or disqualified from being a company director or involved in any company that went into receivership or liquidation, been subject to a recovery action by Customs & Excise or the Inland Revenue. True

Business Description Parish Council

Has the client elected to pay by instalments? No

Has your organisation made, or had made against it, any claims in the last 3 years, whether insured or not? Yes

Have you had any Arson or Flood claims in the last 12 months? No

Have you had more than one Theft, Employers Liability or Public Liability claim in the last 12 months? No

Have any individual claims been settled for more than £5,000 in the last 3 years? Yes

Claims History (1)

Loss Code	02 - Liability
Date of Claim	26/11/2020
Details of Claim	Informed of injury on sports field. No follow up by claimant and no further action but previous insurers file remained open as of inception of policy in 2021.
Claim Amount	0.00
Claim Amount – Outstanding	0.00
Date Claim Closed	04/10/2022

Important Information

Data Protection – Aviva Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the "Credit Reference Agencies" section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: contactus@aviva.com or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at dataprt@aviva.com

Fraud prevention and detection

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

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

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

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

Claims History

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

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

Fraud prevention and detection

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contract details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk where you will find further information

Regulatory Status

Risks situated within the UK are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651. Authorised and regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. Registered UK Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ. UK branch deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No.827591) and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting www.fca.org.uk

Fraud prevention and detection

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contract details and more information about the complaints procedure please refer to your policy documents. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk where you will find further information

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk.

Choice of Law

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

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

Financial Services Compensation Scheme

Should you need to make a claim under this policy, please contact us on 0800 015 1468.

In all cases, please quote your policy number.

Copy document availability

The Insured: Melbourn Parish Council
Policy No: 100723637BDN/LCO02385



If you would like to receive copies of your policy documents in paper, please contact your insurance adviser. Copies will be provided free of charge.

Telephone Call Charges and Recording

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

The Insured: Melbourn Parish Council
Policy No: 100723637BDN/LCO02385



Local Councils

Policy Schedule

06/09/2023

Important (Material Circumstances)

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

Your Details

Name of Council:	Melbourn Parish Council
Correspondence Address:	30 High Street Melbourn Royston Cambridgeshire SG8 6DZ
Business:	Parish Council
Schedule produced on:	06/09/2023
The county association of local council you are affiliated to:	Cambridgeshire
Population of Council Area:	Up to 10,000

Period of Insurance

Effective dates	From:	04 October 2023
	To:	03 October 2024
Renewal date:		04 October 2024
Long Term Undertaking:		Expiry Date: 03 October 2024

Your Insurance Adviser's Details

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

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

Premium Details

Annual Premium (excluding Terrorism):	£13,780.55
Insurance Premium Tax:	£1,653.67
Total Amount Due (excluding Terrorism):	£15,434.22
<hr/>	
Overall Annual Premium:	£13,780.55
Overall Insurance Premium Tax:	£1,653.67
Policy Administration Fee:	£25.00
Overall Amount Due:	£15,459.22

Cover Summary

Section	Cover Operative	Limit of Indemnity
Property Damage	Covered	As per Schedule
Money	Covered	As per Schedule
Business Interruption	Covered	As per Schedule
Employers' Liability	Covered	£10,000,000
Public and Products Liability	Covered	£10,000,000
Fidelity Guarantee	Covered	£250,000
No Claims Discount and Application of Excess Protection	Not Covered	Not Applicable
Libel and Slander	Covered	£250,000
Officials Indemnity	Covered	£500,000
Personal Accident	Covered	£100,000
Legal Expenses	Covered	£250,000
Data Breach Response	Covered	£25,000

Applicable to all Sections where stated.

Excess

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

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

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

Sub Limits

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

All Limits of Liability apply any one Occurrence.

Limits are inclusive of the Excess unless otherwise stated.

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

Part A - Property Damage and Business Interruption

Section 1 - Property Damage

Property Insured	Declared Value	Sum Insured
Buildings	£6,870,415	£8,244,498
Contents	£170,004	£204,004
Other Property Insured away from the Premises		
Street Furniture	£100,000	£120,000
Walls, Gates and Fences	£205,518	£246,621
Playground Equipment	£159,300	£191,160
CCTV Equipment	£21,235	£25,482
War Memorials	£75,000	£90,000
Ground Surfaces	£65,011	£78,013
Mowers and Machinery	£25,000	£30,000
Sports Equipment	£30,000	£36,000
Regalia	Not Insured	£0
Terrorism	Not Insured	

Section Excess: £125

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

Excess in respect of all Terrorism claims: Nil

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

Buildings Insured

Location (1):	Melbourn Sports Pavilion, The Moor, Melbourn, Royston, Cambridgeshire, SG8 6ED
Buildings Declared Value:	£1,337,067
Buildings Sum Insured:	£1,604,480
Construction Type:	Standard Construction Buildings incl Listed Buildings & Pavilions
Subsidence Cover:	Included

Buildings Insured

Location (2):	Cemetery Shed, Orchard Road, Melbourn, Hertfordshire, SG8 6BX
Buildings Declared Value:	£81,355
Buildings Sum Insured:	£97,626
Construction Type:	Standard Construction Buildings incl Listed Buildings & Pavilions
Subsidence Cover:	Included

Buildings Insured

Location (3):	Cemetery Lychgate, Orchard Road, Melbourn, Hertfordshire, SG8 6BX
Buildings Declared Value:	£181,577
Buildings Sum Insured:	£217,892
Construction Type:	Non-Standard Construction Buildings incl Listed Buildings & Pavilions (excl panelling/Timber/Portacabins)
Subsidence Cover:	Included

Buildings Insured

Location (4):	Old Fire Engine House, High Street, Melbourn, Hertfordshire, SG8 6ED
Buildings Declared Value:	£116,728
Buildings Sum Insured:	£140,073
Construction Type:	Standard Construction Buildings incl Listed Buildings & Pavilions
Subsidence Cover:	Included

Buildings Insured

Location (5):	Little Hands Nursery School, The Moor, Melbourn, Hertfordshire, SG8 6ED
Buildings Declared Value:	£1,943,110
Buildings Sum Insured:	£2,331,732
Construction Type:	Non-Standard Construction Buildings incl Listed Buildings & Pavilions (excl panelling/Timber/Portacabins)
Subsidence Cover:	Included

Buildings Insured

Location (6):	Melbourn Community Hub, 30 High Street, Melbourn, Hertfordshire, SG8 6DX
Buildings Declared Value:	£2,351,069
Buildings Sum Insured:	£2,821,282
Construction Type:	Timber Buildings & Portacabins
Subsidence Cover:	Included

Buildings Insured

Location (7):	Car Park Workshop and Garage, Parish Council Car Park, High Street, Melbourn, Hertfordshire, SG8 6DZ
Buildings Declared Value:	£201,621
Buildings Sum Insured:	£241,945
Construction Type:	Standard Construction Buildings incl Listed Buildings & Pavilions
Subsidence Cover:	Included

Buildings Insured

Location (8):	Churchyard Wall, All Saints Church, The Cross, Melbourn, Cambridgeshire, SG8 6DY
Buildings Declared Value:	£589,536
Buildings Sum Insured:	£707,443
Construction Type:	Standard Construction Buildings incl Listed Buildings & Pavilions
Subsidence Cover:	Included

Buildings Insured

Location (9):	Boardwalk Nr Stockbridge Meadows, Melbourn, Royston, Cambridgeshire, SG8 6FG
Buildings Declared Value:	£68,352
Buildings Sum Insured:	£82,022
Construction Type:	Other
Subsidence Cover:	Excluded

Property Damage Extensions - Sub-Limits

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

Section 1A - Money

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

Section 2 - Business Interruption

	Cover	Sum Insured
Item 1 - Gross Revenue Maximum Indemnity Period: 12 Months	Insured	£15,000
Item 2 - Additional Increased Cost of Working	Not Insured	
Item 3 - Standalone Increased Cost of Working Maximum Indemnity Period: 12 Months	Insured	£10,000
Item 4 - Loss of Rent Receivable Maximum Indemnity Period: 36 Months	Insured	£78,000
Territorial Limits	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man	

Business Interruption Extensions – Sub-Limits

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

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

The Insured: Melbourn Parish Council
Policy No: 100723637BDN/LCO02385

clear
councils

Property Damage and Business Interruption Extensions - Sub-Limits

Claims Preparation Expenses:

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

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

Part B - Liabilities

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

Part C - Additional Covers

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

Continental Scale

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

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

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

Aviva Legal Helpline

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

Endorsements

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

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

Additional Endorsements

[30] - Tree Felling and Lopping Cover

The following Extension is added to Part A - Section One - Property Damage:
The **Insurer** will pay for necessary and reasonable costs and expenses incurred by the **Insured** with the Insurer's consent for the lopping or removal of trees for which the **Insured** is responsible if such trees are considered by an arborologist or other qualified person to be an immediate threat to life or to the **Property Insured**.
However, this Extension will not cover legal or local authority costs involved in removing trees or costs solely incurred to comply with a preservation order.
The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

[31] - Fly Tipping Cover

The following Extension is added to Part A - Section One - Property Damage:
The **Insurer** will pay the reasonable costs of clearing and removing any property illegally deposited in or around the **Premises**.
The liability of the **Insurer** under this extension shall not exceed a maximum of £1,000 any one **Occurrence** and £5,000 any one **Period of Insurance**.

[AMENDED] - Amended Policy Introduction

The following applies to your policy:
The Policy Introduction is amended and restated as follows:
Introduction

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

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

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

The following paragraphs remain unaltered:

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

[COVEX] - General Exclusions - Coronavirus

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

3. We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
 - a. Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);
or
 - b. Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,
including, without limitation to the scope of the foregoing:
 - i. Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in a. or b. above,
or
 - ii. Any fear or threat of a. , b. or i. above.
- However, this Policy Exclusion does not apply in respect of the following Sections when insured by this policy
- a. Employers' Liability
 - b. Public and Products Liability
 - c. Fidelity Guarantee
 - d. Officials Indemnity
 - e. Personal Accident

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

Part C Section 10 Legal Expenses

The Data Protection clause is restated as follows

2. Legal defence

B. Data Protection

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

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

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

4. Data Protection Act

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

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

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

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

Provided that

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

[IL001] - Index Linking

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

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

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

[KEYPERSONS] - Key Persons

Two - Business Interruption:

The **Insurer** will indemnify the **Insured** against;

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

We will only pay the additional costs and/or expenses necessarily and reasonably incurred solely to prevent limitation of the normal activities undertaken by the **Insured** which but for such additional costs and/or expenses would have taken place. The liability of the Insurer under this extension shall not exceed a maximum of £500 per week, and £10,000 in any one **Period of Insurance**.

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

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

Exclusions to this extension

We will not make payment under this Extension where

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

[LOR] - Rent Receivable

We will pay in respect of rent receivable the difference between

1. The rent which would have been receivable in respect of The premises during the Indemnity Period but for the Damage
2. The amount of rent actually received during the same period

less any savings in charges or expenses of The Business , payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which , but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months) , You will

1. be Your own insurer for the difference
2. bear a rateable share of the loss.

The maximum we will pay is the Sum Insured stated in the schedule.

[SKATE] - Skate Park Endorsement

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

You must ensure that in connection with skateboard parks

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

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

[FLOOD-EXCESS-1000] - Increased Flood Excess - Melbourn Sports Pavilion, The Moor, SG8 6ED

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £1,000.
For the purpose of this endorsement 'storm' is specifically defined as water entering The Premises from, at, or below ground level.

[FLOOD-EXCESS-2500] - Increased Flood Excess - Cemetery Shed, SG8 6BX

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £2,500.
For the purpose of this endorsement 'storm' is specifically defined as water entering The Premises from, at, or below ground level.

[FLOOD-EXCESS-2500] - Increased Flood Excess - Cemetery Lychgate, SG8 6BX

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £2,500.
For the purpose of this endorsement 'storm' is specifically defined as water entering The Premises from, at, or below ground level.

[FLOOD-EXCESS-1000] - Increased Flood Excess - Old Fire Engine House, SG8 6ED

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £1,000.
For the purpose of this endorsement 'storm' is specifically defined as water entering The Premises from, at, or below ground level.

[FLOOD-EXCESS-1000] - Increased Flood Excess - Little Hands Nursery School, SG8 6ED

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £1,000.
For the purpose of this endorsement 'storm' is specifically defined as water entering The Premises from, at, or below ground level.

[FLOOD-EXCESS-2500] - Increased Flood Excess - Car Park Workshop and Garage, SG8 6DZ

The Excess amount in respect of Damage to the Property Insured caused by or resulting from storm or flood is increased to £2,500.
For the purpose of this endorsement 'storm' is specifically defined as water entering The Premises from, at, or below ground level.

Long Term Undertaking - Expiry Date 03 October 2024

Reduced Premium

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

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

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

Local Council Awards Scheme (LCAS) Status

The Local Council Awards Scheme has not been attained.

Important Information

Data Protection – Privacy Notice

Personal Information

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

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

Personal information we collect and how we use it

We will use your personal information:

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

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

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

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

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

Credit Searches

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

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

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

Automated decision making

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

information we have collected.

How we share your personal information with others

We may share your personal information:

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

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

Marketing

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

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

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

By email: helpdesk@aviva.co.uk

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

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

How long we keep your personal information for

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

Your rights

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

Contacting us

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

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

Fraud Prevention and Detection

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

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

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

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

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

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

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

Claims History

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

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

Complaints Procedure

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

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

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

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

Financial Services Compensation Scheme

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

Choice of Law

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

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

Telephone Call Charges and Recording

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

Material Circumstances

IMPORTANT – This policy is a legal contract

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

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

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

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

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

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

Claims since inception of this policy

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

Invoice

Invoice Number:	LCO02385
Invoice Date:	06/09/2023
Policyholder Name:	Melbourn Parish Council
Policyholder Address:	30 High Street Melbourn Royston Cambridgeshire SG8 6DZ
Policy Number:	LCO02385
Policy Type:	Local Councils
Effective Date:	04/10/2023
Description:	Local Councils Insurance Renewal
Premium:	£13,780.55
Insurance Premium Tax:	£1,653.67
Administration Fee:	£25.00
Total Premium Due:	£15,459.22
Terms of Payment:	In advance of your renewal date 04/10/2023

How To Make Payment:

Credit/Debit Card:	Please call Clear Councils on 0330 013 0036 and have your card details ready.
BACS/Automatic Transfer:	Account Name: Clear Insurance Management Ltd Account No.: 65304586 Sort Code: 60-15-03 Reference: Your quote reference (see above)
Cheque:	Please make cheques payable to Clear Insurance Management Ltd and send to, Clear Insurance Management Ltd, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester, LE19 1SJ, quoting your quote reference (see above) on the reverse.

Thank you for inviting Clear Insurance Management Limited to assist you with your insurance requirements. We undertake to use our skill and care to provide you with the ability to survive the insurable events for which you have asked us to provide cover.

This document sets out the terms on which we agree to act for you and contains details of our regulatory and statutory responsibilities as well as your obligations. It supersedes all versions previously issued by us.

We ask that you carefully read the content and contact us immediately should you require further clarification. These terms become effective as soon as we start exchanging information about your insurance requirements.

ABOUT US

Clear Insurance Management Limited (Clear) is an independent insurance broker, authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance and consumer credit business. Clear Councils, Clear Wholesale, Clear MPW, Pi-Property Insurance, Marketline, LawSure, LawSure Insurance Brokers, Assured Indemnities, Techinsure, Arborplan, Clear John Ansell, Pet Professionals at Work (PPAW), and British Activity Holiday Insurance Services (BAHIS) are trading names of Clear Insurance Management Limited. Our Financial Services Register number is 307982. You can check this information on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad.

We are members of the British Insurance Brokers' Association (BIBA) and the Brokerability network of independent insurance brokers.

OUR PRODUCTS AND SERVICES

As an independent insurance broker, we have access to a wide range of insurance products from many leading insurance companies and Lloyd's underwriters.

Unless otherwise advised, the services we provide (the 'Services') are as follows:

- Acting on your behalf when sourcing and placing your insurance and with any claims made on policies we have arranged
- Providing advice on your risk exposure and insurance needs, based on a fair analysis of the market
- Arranging cover to meet your demands and needs
- Helping with ongoing changes

Clear is not under a contractual obligation to conduct insurance distribution exclusively with one or more insurance undertakings and does not provide personal recommendations. Clear provides advice on the basis of a fair analysis of the market unless we specifically state otherwise.

Unless you tell us otherwise we will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf.

METHODS OF COMMUNICATION

We will normally communicate with you by post, telephone and where available email, in addition to any meetings we may have with you. Other formats are available on request.

Please let us know if you would prefer not to receive communications by any particular medium.

Please note that telephone calls may be recorded for training and monitoring purposes.

INSURER SECURITY

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

RISK INFORMATION

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

As a commercial customer, or someone buying insurance mainly for purposes related to your trade, business or profession, you have a duty to give a 'fair presentation' of the risk to insurers. This means that you must clearly disclose every material circumstance which you, your senior management or persons responsible for arranging your insurance, know or ought to know following a reasonable search, before your cover is placed, when it is renewed and throughout the life of the policy. A material circumstance is anything that may influence an insurer's judgement over whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance is material, you are advised to disclose it. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or reduce the amount of a claim payable, and in some cases your cover could be invalidated which would mean that a claim would not be paid. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

OUR REMUNERATION

Remuneration for our services is normally in the form of commission (or brokerage) which is a percentage of your insurance premium and payable by the insurer, a fee, as agreed with you, or a combination of the two.

We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

In the event of a policy being cancelled mid-term, and not replaced by another policy, we reserve the right to retain the commission and any fees earned on the original transaction.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

CHARGES

An Administration Fee of £20 may be levied if a cheque payment for premiums due fails to clear through the banking system.

SETTLEMENT TERMS

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. Unless otherwise advised, premiums and related fees are due prior to renewal or inception of the policy.

We have no obligation to fund any premiums on your behalf and reserve the right to cancel or lapse your Insurance Policy or cover if you fail to make any payment as it falls due. We cannot be held responsible for any loss which you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

You shall pay all amounts due in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counter claim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set-off any amount owing to us against any amount payable by us to you. In the event of late payment, you may be required to pay statutory interest from the due date until the date it is paid.

All amounts payable by you are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amount in respect of VAT as is chargeable at the same time as payment is due.

METHODS OF PAYMENT

We normally accept payments by cheque, credit or debit card or by bank transfer.

Payment by instalments can be arranged with specialist premium finance providers (please note that we act independently of any particular provider). We will give full information about premium payment options when we provide quotations and at renewal. We act as Credit Broker and not the lender.

In the absence of your instructions to the contrary before expiry date, we will automatically renew your policy if payment is usually made by direct debit.

PERSONAL CREDIT CHECKS

To comply with Consumer Credit legislation, providers of personal credit are required to carry out affordability assessments before making advances of credit. This means that whenever we are asked to arrange personal premium finance, we will pass your name, address and date of birth to the finance provider, to enable it to carry out an assessment. In assessing your application, the provider may search information held by a credit reference agency.

Please note the credit reference agency will add details of the search and your application to their records, whether or not your

application proceeds, whilst a record of the search will be added to your credit record, we are advised this will not have any detrimental effect on your credit rating or history.

CREDIT AGREEMENT PAYMENT DEFAULTS

If any direct debit or other payment due in respect of a credit agreement entered into with our suggested provider of premium finance to pay insurance premiums, associated fees and charges is not met when presented for payment, or if you end or do not complete such credit agreement, you acknowledge and agree that it may be necessary for us or the premium finance provider to cancel on your behalf the insurance policies being paid by the said agreement, unless you immediately make other arrangements to pay the remaining balance of the insurance premiums. After cancellation, you agree that you will be responsible for any time on risk charge still outstanding and the finance provider's reasonable costs after application of any refunds allowed by the insurers. You will be responsible for putting in place any alternative insurance arrangements you need, unless you have been able to satisfy the requirements we may have in such a situation to provide an alternative solution.

HANDLING CLIENT AND INSURER MONEY

We hold money received for premiums, return premiums and claims under a non- statutory trust in accordance with the FCA Client Money rules.

1. The Non-Statutory Trust permits us to hold client money as Designated Investments. Any shortfall attributable to falls in market value of client money held as a designated investment in accordance with CASS 5.5.14R will be met by us.
2. The Non-Statutory Trust Deed permits us to use client money held to make advances of credit to our clients in order to fund premiums and facilitate prompt refund and claim payments, subject to strict controls.

In dealing with us you agree to our holding client money in this way. A copy of the Trust Deed is available on request.

In most cases under the terms of our agencies, such money is held on behalf of the insurer at the risk of the insurer who permits their money to be mingled with client money whilst subordinating their own rights to the rights of the clients. Otherwise monies are held on behalf of the client until the insurer is paid. In some cases client money is passed to other authorised intermediaries for onward payment to insurers.

Returns earned on client money and designed investments will be retained by Clear for its own use.

MANAGING YOUR DATA

At Clear we take the protection of our customers' data seriously.

In sourcing, arranging and administering your insurance policies we will need to collect personal information and keep it up to date. We also need to share information with other parties such as insurers, loss adjustors and claims handling companies.

We may also use the data we hold about you to provide you with information about other products and services which we feel are appropriate.

Our Customer Privacy Notice provides details of how we use and share your information as well as your rights and how to exercise them. You can access it at www.thecleargroup.com/privacy-policy or contact us if you would like us to send you a copy.

QUOTATIONS

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

CHANGES TO YOUR COVER

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Refunds of less than £25 may be held to your credit and offset against future premium payments unless you specifically request otherwise.

RECEIPT OF INSTRUCTIONS

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail or facsimile, or left on voicemail, to have been received until they reach the relevant personnel in our offices. We do not consider instructions sent by text message to have been received until we have responded to the specific message.

We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

DOCUMENTATION

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the documentation to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate or suspend the cover if it is not complied with precisely. If you do not fully understand any of your policy terms and conditions or exclusions please contact the office for a fuller explanation.

We recommend that you keep policy documents for as long as a claim is possible under the policy. If your policy includes Employers' Liability insurance, it is prudent to keep a copy of all Employers' Liability Certificates issued.

TRANSFERRED BUSINESS

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer, we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection.

Please contact us without delay should any aspect of a policy, which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

MAKING A CLAIM

Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details.

You must report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office. You will be advised if you need to complete a claim form or produce documentation to support your claim.

Claim payments will be made in favour of the name shown on the policy. If payment is required to a third party, a signed mandate instruction is required for the insurer to make payment to a specific payee along with a brief explanation for the request.

In certain circumstances late notification may result in your claim being rejected.

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until we or your insurers advise that you can.

If your claim involves damage to third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident, without prior reference to your insurers or us, may prejudice your cover.

You should be aware that a claim arising after renewal of the policy has been invited, may affect the assessment and acceptance of renewal by your insurers.

CONFLICTS OF INTEREST

We aim at all times to treat you fairly. We will not deliberately put ourselves in a position where our interests, or our duties to another party, prevent us from discharging our duty to you. We maintain internal procedures and controls to identify and manage any potential conflicts so that at all times the interests of our customers are reasonably protected.

Where potential conflicts are particularly complex or difficult to manage, we will seek to agree with you the best way to protect your interests and may ask you to confirm that you are happy to proceed on that basis.

COMPLAINTS PROCEDURE

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint or request a copy of our complaints procedures please contact us:

- In writing, addressed to Complaints at the address shown at the end of this document;
- By telephone to 020 7280 3450
- By email to complaints@thecleargroup.com

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS). You can find out more about this by visiting the FOS web site at www.financial-ombudsman.org.uk.

If you are not eligible for referral to the FOS, Clear has an appeal process that ensures that your complaint is reviewed by a senior manager not involved in the original Complaint handling.

A copy of our procedures for dealing with complaints is available on request.

FINANCIAL SERVICES COMPENSATION SCHEME

We are included in the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further details about compensation scheme arrangements are available from the FSCS.

TERMINATION OF AUTHORITY

You may terminate our authority to act on your behalf with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

CANCELLATION OF POLICIES

If you wish to cancel your policy you may be entitled to a refund of part of your premium as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily be proportionate to the remaining period of cover. Additionally you should note the following:

- Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged
- Cancellation may not be possible until you return your certificate of insurance to us or your insurers
- Cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers.

When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

LIMITATION OF LIABILITY

We do not accept any responsibility or liability to you under any circumstances for any:

- a) Special, indirect or consequential loss or damage or any loss of profit, income, anticipated savings, production or accruals; or
- b) Loss following declination of a claim, or reduction of any claim indemnity payment or avoidance of your policy by an insurer which results from your:
 - i) failure to provide complete and/or accurate information which we or your insurer have requested from you in quoting for any risk we place on your behalf;
 - ii) breach of any terms, conditions or warranties within your policy of insurance; or
 - iii) failure to comply with any of the claims conditions in your policy of insurance.

Sub-clauses ii) and iii) above do not apply where such breach or failure was caused as a direct result of a breach of duty in the provision of professional services.

Unless otherwise agreed in writing, our total aggregate liability to you in respect of any one claim or series of related claims shall not exceed £10,000,000 (Ten Million Pounds Sterling).

Our liability to you shall also be limited the extent of our responsibility for any loss, taking into account the responsibility of other parties, including you and any sub-broker or placing broker. You agree that our liability shall not be increased by your inability to recover from such other person or party, or your decision not to recover from any other person or party.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for any fraud, fraudulent misrepresentation or breach of any regulatory obligation.

FORCE MAJEURE

We shall not be liable to you if we are unable to perform our service as a result of any cause beyond our reasonable control. In the event of any such occurrence affecting us we shall notify you as soon as reasonably practicable.

LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

Clear Insurance Management Limited
1 Great Tower Street
London
EC3R 5AA

Company Reg. No: 3712209

Local Councils Insurance Special Events & Activities Guidelines

Firework Displays / Bonfires / Beacons

If you organise a firework display or bonfire/beacon, you must:

- (1) consult the relevant authorities at least seven days before the event.
- (2) comply with any recommendations or instructions of:
 - (a) the relevant authorities.
 - (b) fireworks manufacturers.
- (3) organise the event in accordance with the latest guidance from the Health and Safety Executive, in particular:
 - (a) storing fireworks in a safe manner.
 - (b) keeping spectators a safe distance away from the display and bonfire.
 - (c) providing an adequate number of marshals or stewards to control spectators.
 - (d) having available means of extinguishing a fire.
 - (e) providing sufficient first aiders.
- (4) obtain fireworks from a reputable manufacturer
- (5) not modify or adapt fireworks
- (6) ensure the display and bonfire is at least 20 metres away from premises or vehicles which you do not own, hire or rent or any flammable or other dangerous materials

If it is not possible to comply with these guidelines for any reason, please contact the Clear Councils Insurance team for further advice.

Christmas Trees and Lights

The tree is to be erected by a competent person

- a) Electrical devices to be connected to mains supply by a qualified electrician with their own Public Liability Insurance
- b) If the tree is erected on land not owned by the Policyholder, the landowner concerned must have their own Public Liability Insurance
- c) The tree must be regularly inspected especially in cases of bad weather

Bouncy Castles and Inflatables

If the Insured hires or operates inflatable equipment the Insured must

- a) ensure all operators have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.
- b) Follow the manufacturers' or suppliers' guidelines in relation to the maximum number of persons allowed in or on such devices at any one time.
- c) Ensure all outdoor devices have adequate anchorage points that must be used at all times.
- d) Inspect all devices daily prior to use and at least annually by a competent person. All defects that are a risk to health & safety must be rectified immediately or the device must be taken out of use until repaired.

Where inflatable equipment is hired in, the Insured must

- a) have in place a system of check to ensure that the supplier has Public and Products Liability insurance, which must not be less than the limit provided to the Insured by this Policy.
- b) keep written details of such insurance including the policy number, insurer and the limit of liability.

Shooting and Archery

- a) Each firing position must be individually supervised and controlled by experienced and qualified persons
- b) An area behind the firing position must be roped off ensuring any person not involved has no access whatsoever
- c) Owners of guns must have their own Public Liability Insurance
- d) No unauthorised persons are to use the guns

Fetes and Galas

- a) Police and Fire Brigade authorities must be consulted at least 7 days prior to the event, and again, their recommendations strictly adhered to
- b) There should be at least 1 steward in attendance for every 100 spectators for the duration of the event
- c) Qualified First Aid personnel must be in attendance with the means available to summon the Emergency Services
- d) All independent persons, owners of mechanically propelled vehicles and the owners of any animals must have their own Public Liability Insurance
- e) The Policyholder must ensure that all areas where events are to take place are suitable for their intended purpose

Playgrounds

In respect of all playground equipment and other amusement devices the Insured must

- a) Inspect all playground and amusement devices at least every seven days. Any damage or defect must be rectified as soon as possible. Defective equipment which is a risk to health and safety must be taken out of use immediately and repaired as soon as possible.
- b) Erect 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) Determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facilities are in use.

Boating ponds and Lakes

In respect of the hiring out of non-powered boats, the Insured must

- a) Inspect the boats daily and rectify any defect as soon as possible. Any defective boat that is a risk to health and safety must be taken out of use immediately and repaired as soon as possible
- b) Supervise the use of boats at all times and persons misusing the boats must be ordered to return to land
- c) Provide life jackets free of charge to hirers of sailing boats and encourage hirers to wear them.
- d) Have a motorised rescue boat, in working order, ready for use at all times.
- e) Have life-saving equipment and the means of summoning emergency available at all times

Any other hazardous activity not previously mentioned must, of course, be notified to your Clear insurance advisor, prior to the activity taking place.

Clear Councils Insurance - Team Contacts

Address: Clear Councils, AGM House, 3 Barton Close, Grove Park, Enderby, Leicester LE19 1SJ
Telephone: 0330 013 0036
Email: councils@thecleargroup.co.uk

clear
councils

Local Councils Insurance Special Events & Activities Guidelines v30.8.23

Commercial Insurance - Additional Product Information

This document should be read in conjunction with the Summary of Cover, and your policy documents.

Where am I covered?

This will depend on the product and choices you have made, please refer to the Summary and policy booklet for details of where you are covered.

What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance - If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents

When and how do I pay?

Payment options should be discussed with your insurance adviser

.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy.

To cancel your policy, contact your insurance adviser.

Aviva Insurance Limited. Registered in Scotland No.2116.

Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Changes to your Policy you need to know about before you renew

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 wording), as they will form part of your contract of insurance, and keep them together with your other policy documents.

Coronavirus

We have added the following General Exclusion.

- (3) We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
- (a) Any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome);
or
 - (b) Any mutation or variation of any virus or disease listed under 1 above, or any other disease by any such mutated or varied virus,

including, without limitation to the scope of the foregoing:

- (i) Any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any virus or disease referred to in (a) or (b) above,
or
- (ii) Any fear or threat of (a), (b) or (i) above.

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

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

MELBOURN PARISH COUNCIL

Finance and Good Governance Committee: 6 November 2023

Burial Fees

	Melbourn	Duxford	Fowlmere	Bassingbourn	Gt Shelford
Purchase of plot- EROB	£400	£350 £100(CR)	£175	£315	£280 £460(double)
Burial fee	£135	£450 £600(double)	£100	£104 (old plot)	£230
Cremated remains plot	£165	£100	£90	£80 (garden of remembrance)	£130
Interment of ashes	£75	£100	£80	£104	£130
Additional interments	£75	-		£80	-
Memorial	£100	£100	£40 - 80	£17 (vase) Headstone included in plot fee	£230 -250
Fee adjustment for non-residents	Double fees	Double fees	4 times fee	Not accepted	Double fees

Quotation Number : **38247**

Date : 6 September 2023

Claire Littlewood
Melbourn Parish Council
Melbourn Community Hub
30 High Street

Lucid Systems Ltd
44 Felaw Street
Ipswich
IP2 8SJ

Melbourn
SG8 6DZ

RE : SharePoint Migration and 365 Backup

Dear Claire

Move / Migrate all Company Data to MS 365 Share Point online.
Sync and Migrate Personal "My Documents" files with OneDrive
Link all PCs to new Company Data area with in SharePoint
Uninstall and Reinstall of Office for each individual PC
Azure AD join Each device

Qty	Item / Description	Unit Price	Total
1	Migration to MS365 SharePoint online Set-up SharePoint Sites Set-up Security and Permissions Set-up Personal One Drive and Share Point Sync. Migrate Drop Box to SharePoint	600.00	600.00
4	MS 365 Cloud to Cloud backup Per licensed 365 User upto 50 Gb each. Or Based on storage foot print if the storage goes above the 50GB per user combined total. Backup O365 data with 100% fidelity, including full MS Teams support, SharePoint and OneDrive file metadata and sharing permissions Simplify and accelerate data recovery using Afi full-text Exchange mailbox backup search Instant direct download of single items or full user backups in 7+ available formats Easy to navigate point-in-time recovery, high-frequency backups with unlimited versioning 12 month term.	3.00 (Per Month)	12.00

Qty	Item / Description (Continued)	Unit Price	Total
4	Microsoft 365 Business Standard (NCE COM 1YR MTH) Best for businesses that need Office apps across devices plus professional email, cloud file storage, and online meetings & chat. For businesses with up to 300 employees. For existing subscribers the committed Licence Period is from Order Date until your next Annual Licence renewal date. For new subscriptions the committed licence period is 12 months. Payable Monthly.	10.30 (Per Month)	41.20
1	Remove and Reinstall Office For all individual Devices	600.00	600.00
1	Amalgamate and sort out e-mail domains To be all bought into Office 365 and sync'd so everyone is using the same e-mail domain		0.00

Subtotal £ 1,253.20

Quotation valid for a period of 7 Days,
stock availability can change at any time.

VAT at 20 % £ 250.64

Total £ 1,503.84

To confirm your order of the above items/services please sign and fax to **0845 8622613** or email to **info@lucidsystems.co.uk**.

Signed.....Date..... PO No.....

Full Terms and Conditions on all of our products available at <http://www.lucidsystems.co.uk/terms>

PC087/23e) To consider proposal for SharePoint Migration and 365 Backup for office

The office would like to look at moving from the current IT set up to a Microsoft 365 solution.

In order to make efficiency savings within the office we believe it would be beneficial to update the IT provision across the 4 members of office staff.

The current system sees different versions of MS running on machines, causing compatibility issues and creating inefficient work practices.

If we were to move Finance system we would need to update our current practices.

Email accounts and calendar set up is currently set up with the primary domain as @melbournpc.co.uk – the 'new' domain is simply pointing to the old. This causes issues with email inboxes as well as calendars. With sharing the Parish Clerk role it is essential that all parties are working in the same way to ensure things aren't falling through compatibility/capability gaps.

The new licenses would give us access to MS apps that would allow for more efficient processes – such as Trello for project management, task allocation etc.

Notes

Suggestion that we work with Cllrs to come up with a proposal to answer any questions you have with regard to the benefits of the system.

Create a final costs comparison – there will be increased costs for running MS 365.

Need to understand relationship and provision currently provided by IONOS.

Need to obtain

Lucid Systems have reviewed our needs and provided a quote for the migration of the office. There are some substantial set-up fees and increases to the monthly fees that we pay now – for what, we would hope, would be a more resilient and capable system.

Current Costs		Proposed costs	
<i>Lucid service contract</i>	<i>£74.00 pm</i>	<i>Lucid service contract</i>	<i>£74.00 pm</i>
<i>Anti virus protection</i>	<i>£8.00 pm</i>	<i>Anti virus protection</i>	<i>£8.00 pm</i>
<i>MS Licenses x 4</i>	<i>£3.00 pm (£12.00)</i>	<i>MS 365 x 4</i>	<i>£10.30 pm (£41.20)</i>
<i>Back ups x 4</i>	<i>£?</i>	<i>MS cloud to cloud backup x 4</i>	<i>£3.00 pm (£12.00)</i>
<i>Managing emails – Ionos</i>	<i>£?</i>	<i>Email management included</i>	<i>?</i>
		<i>Migration to MS 365</i>	<i>£600.00 one off fee</i>
		<i>Removal and reinstall</i>	<i>£600.00 one off fee</i>

POLICY AND PROCEDURE: INVESTMENT PLAN 2023-24

2023-24 Investment Plan- (Mar 2024)

The Investment Plan is normally reviewed annually but changes in the economic climate has given rise to half yearly reviews to ensure that the investments are making the best return for the Parish Council and are accessible when required.

Funds Available for Investing

MPC has approximately £340,000 temporary surplus funds available during 2023/24 (see table below):

Source	Balance at 30.09.23	Maximum investment term	Comments
General Reserve	£352,891 of which £164,337 is equivalent to 6 months expenditure.	3 months	Easy access required in case of emergency need – We are only required to maintain 6 months trading, however this does not consider the remaining spend
Asset Management Reserve	£89,203 a further £17,210 was moved in Oct and £18k to be spent from the Little Hhands drainworks.	£10k: instant access £62,000: 3m-1 yr	£10k 10k anticipated for projects in 2023/2024 – needs to be accessible
s106 Reserve (unallocated funds only)	£205,399	3 months (potentially 1 yr if no further projects anticipated this year)	Balance excludes funds that have already been allocated or are anticipated to be allocated to projects in 2022/23 e.g. playground, skate park, boardwalk etc

This above Recommendation has not considered the plan and is prudently placed.

- The majority of MPC’s available funds should be kept readily accessible - maximum three month notice period.
- It should be possible to invest part of the AMR and s106 reserve for a longer term.
- The Investment Plan should be reviewed as MPC’s plans for spending s106 and AMR funds are agreed to ensure that funds are available when required.

Economic Climate

Bank of England base rate is currently 5.25% which will remain for at least another 6 weeks. Interest. Reports as at the 02 November 2023 suggest this will remain high for longer than initially reported.

Current position – 30 September 2023

MPC has £325,286 invested in four accounts – see breakdown below.

Review of existing investment performance:

Institution	Product	Current Investment	Notice Period	Yield (at 28 Feb 2023)	FSCS Yes/No	Credit Rating
CCLA	Public Sector Deposit Fund* (money market fund)	£85,000	On demand	5.25%	n/a	AAAmf (Fitches) Unchanged
Nationwide (issue 1)	45 day Members Business Saver deposit account	£116,968	45 days	3.15%	Y	AA3 (Moody's) Unchanged
Charity Bank	40 day ethical notice	£30,424	40 day	3.26%	Y	-
Cambs & County	1 Year Fixed	£60,000		5.2%	Y	

*The Public Sector Deposit Fund is a money market fund specifically designed for the Public Sector. It invests in a diversified portfolio of high-quality sterling denominated deposits and instruments. Its primary aim is to maintain the net asset value of the fund at par. The purchase of shares in the PSDF is not the same as investing in a bank deposit account and is not a guaranteed investment. There is a risk that the value per share may fall below face value.

Investment Options for remainder 2023/24

A review of available investments, open to Parish Councils, which meet MPC's Investment Strategy requirements was undertaken (see Appendix 1 below).

The **best yields** currently available to Parish Councils are:

Institution	Product	Minimum Investment	Notice Period	Yield (at Feb 2023) Fixed/Variable	FSCS Yes/No	Credit Rating
Charity Bank	Ethical 40 day notice	£1,000	40 days	3.11%V for bals>£25k 3.26%	Y	-
Charity Bank	Ethical 1-Year Business Fixed Rate	£10,000	Matures 1 Year	4.86% F	Y	-
Charity Bank	Ethical Easy Access business savings	£10,000	On Demand	3.22%	Y	-
Charity Bank	Ethical 100-day notice	£1,000	100 days	3.14% >£25,000 3.29%	Y	-
Cambridge & Counties Bank	1 yr fixed rate business bond	£50,000	Matures 1 yr	5.2% F	Y	-

MPC currently has £292,392 invested. The available fund for investment is approximately £340,000.

Of MPC's existing investment accounts, CCLA is performing well and Nationwide offers relatively good yields compared to the best new offerings. The Cambs & County investment is performing well.

Cambridge & Counties Bank are offering good returns although one account requires 95 days' notice they only do from 1 year fixed. CCLA offers instant access with a higher yield, however there is risk attached to this account. Cambridge & Counties 1- year fixed rate business bond is the best return currently available to Parish Councils.

Investment Plan Recommended for remainder of 2023/24:

CCLA PSDF – this investment is currently performing well. MPC has increases their investment by to £85,000. Note that this investment is not the same as a bank deposit.

Nationwide 45 day business saver - this account has offered consistently good returns and remains one of the best returns currently available with under three months' notice. MPC should keep their investment at the current level (£116,968). This balance exceeds the FSCS limit.

Cambridge & Counties Bank 1 year fixed bond – this investment was opened in August 2023 with £60,000.

For agreement:

Investment of an additional £25,000 to CCLA.

Charity Bank 1yr ethical fixed rate/ethical easy access – the proceeds from the matured 1yr bond (£30,000) should be invested in a new Charity Bank ethical 40 day notice account W We need to consider whether an additional £25,000 should be invested to bring the investment to £55,000.

Total invested = £342,392

Liquidity breakdown of suggested investments:

£85,000 = instant notice (32%)

£80,000 – 40 day notice (34%)

£115,000 = 45 day notice (16%)

£60,000 = one year maturity (18%)

The proposed investment plan spreads investments between institutions and account types which spreads risk via diversification.

All investments should be reviewed in March 2024 or earlier if there is a significant change in interest rates, perceived risk of financial institution failure or economic climate.

Document Approval:

(Chair to Melbourn Parish Council)

Date of Parish Council meeting: 6 November 2023

Review: 6 months

MELBOURN PARISH COUNCIL

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Review date: ~~October 2024~~ October 2023

FINANCIAL RISK ASSESSMENT 2022 - 2023

Risk No.	Description (the risk is that...)	Impact (the impact on MPC would be...)	Likelihood Score (1-3)	Impact Score (1-3)	Risk Rating (High, Medium, Low)	Response (what actions have been taken/are in progress)
F1	Expenditure is incurred or grants awarded without proper legal authority	Potential for complaints, fines, qualified audit report	1	2	Low (2)	Qualified staff. Record of power under which grants are awarded is minuted.
F2	The PC has insufficient General Reserves so is at risk if precept is not paid on time	Inability to provide services or pay staff salaries and other contractual liabilities	1	3	Medium (3)	MPC holds 6 months of running costs in general reserve in line with its Reserves Policy.
F3	An adequate record of the Council's assets is not maintained	Potential theft or misappropriation of assets Assets could fall into disrepair. Assets may be inadequately insured	1	3	Medium (3)	Asset register in place, regularly updated and reviewed annually. Periodic inventory checks carried out. Insurance cover linked to asset register. Professional insurance valuation of buildings undertaken 2021 and repeated every 5 years.
F4	The PC has insufficient money ring-fenced in Asset Management Reserves	Assets could fall into disrepair. Potential H&S concerns as well as adverse service delivery and rental income impact.	2	3	High (6)	Full asset register in place. Ongoing maintenance spend requirements included in precept. MPC is building up the Asset Management Reserve and linking it to a professionally determined asset renewal programme. Maintenance Committee prioritise and monitor maintenance spend monthly.
F5	Cash is lost through theft/misappropriation	Funding shortfall Adverse publicity	1	1	Low (1)	Limited cash held and banked promptly. Controls over dealing with cash. Small petty cash float. Petty cash procedure. Fidelity Guarantee (insurance).

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FINANCIAL RISK ASSESSMENT 2022 - 2023

F6	Failure to ensure proper use of funds under S137	Total S137 expenditure could exceed statutory limit for MPC	1	1	Low (1)	Qualified Clerk. Powers for grant approvals minuted.
F7	Proper financial records are not kept	Inadequate understanding of financial position of the authority. Potential qualified audit.	1	3	Medium (3)	RFO in place. Regular finance reports submitted at meetings. Two internal audit visits per year.
F8	Poor Financial Management	MPC could run out of funds before the financial year end. Risk to service delivery.	1	3	Medium (3)	RFO in place. Regular budget progress reports/monitoring. Reserves of 6 mths running costs.
F9	Failure to set a precept within sound budgeting arrangements.	Inadequate funds to effectively carry out planned services. Unjustified precept charge to parishioners.	1	3	Medium (3)	RFO in place. Rigorous precept setting process followed. Adequacy of reserves considered when setting precept. Regular budget monitoring throughout the year.
F10	Failure to allow for impact of high inflation on precept	Inadequate budget to effectively carry our planned services	2	2	Medium (3)	Best estimate inflation built into precept. Draft precept reviewed by FGGC and MPC. Reserves in place.
F11	Failure to maintain an effective bank payments system	Loss of funds from bank due to staff error or fraud.	1	2	Low (2)	Controls in place over bank payments – proper separation of duties. All payments approved by council and minuted. Review of bank reconciliations by MPC member. Regular budget monitoring. Fidelity Guarantee (insurance)
F12	Loss of funds due to bank failure	Any funds above FSCS guarantee limit could be lost. Impact on ability to deliver services and projects and meet contractual payments.	1	3	Medium (3)	Investment policy in place. Guarantee limit of £85k per financial institution. Spread of investments among different financial institutions.

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FINANCIAL RISK ASSESSMENT 2022 - 2023

F13	Failure to collect income from customers	Funding shortfall which needs to be met from elsewhere.	1	1	Low (1)	Responsibility for collection of debts defined – separation of duties. Budget monitoring. Procedures to chase outstanding debts.
	Loss of tenant for Little Hands Nursery building	Funding shortfall which needs to be met from elsewhere.	1	3	Medium (3)	Longstanding tenant. Reserves of 6 months to cover any income shortfall.
F14	Claims will be made on insurance due to accidents in, on or around Council property (includes maintenance of public open spaces)	Failure in duty of care to parishioners Adverse publicity Increased insurance premiums	2	2	Medium (4)	Wardens regularly inspect and repair assets. Cllr inspections. Maintenance Committee oversees and monitors. Process over awarding of major Maintenance Contracts. Risk assessments carried out. Public Liability Insurance held.
F15	New employees in key officer roles	Loss of funds through staff error or fraud	1	2	Low (2)	Staff continuity in key officer roles. Recruitment processes and references. Separation of staff duties/RFO separate from Clerk. Internal controls in place over bank payments and cash handling. Staff training and performance reviews. Fidelity guarantee (insurance)
F16	Melbourn Community Hub Management Committee might not be able to make the Hub financially viable.	The Hub might need to be managed and run by MPC. Potential adverse impact on reserves and increase in precept	1	3	Medium (3)	MPC works closely with the Hub Management Group and several Cllrs are directors. Finance reports provided to MPC. Financial assistance via grant given by MPC.
F17	SCDC and CCC are unable to perform their delegated tasks and these get pushed down to Parish Council level	The Precept would need to be increased to enable MPC to carry out additional duties	2	3	High (6)	MPC works closely with its District and County Cllrs and should get warning of any proposed changes so that it can make appropriate plans. MPC must continue to do this (Action).

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FINANCIAL RISK ASSESSMENT 2022 - 2023

F18	Damage or loss by fire, weather or vandalism of Councils assets	Potential adverse service disruption and unbudgeted outlay for replacements/repairs	2	2	Medium (4)	Insurance policy is linked to MPC's asset register. Wardens and regular Maintenance Contractors report damage to assets. Asset inspections programme. Risk assessments and fire prevention measures in place.
F19	Lack of financial controls when appointing contractors and lack of monitoring of contractors following appointment	MPC may not get the best value from its contractors and may not get the service that it has paid for. Contractors may go out of business with an adverse impact on services.	2	2	Medium (4)	Policy for appointment & management of contractors. Policy includes financial checks. The Financial Regulations have controls around tender procedures and quotes. Maintenance Committee/Clerk monitors contractor performance.
F20	Inadequate financial controls around ordering goods and services	The Council may not get best value for goods and services and may commit to expenditure without the necessary budget being available	1	3	Medium (3)	Financial Regulations/Standing Orders detail procedures for authorisation of orders. It is potentially a disciplinary offence not to follow Financial Regulations. MPC policy for awarding contracts.
F21	Loss of Financial Records.	Inability to access financial information. Failure to meet statutory requirements regarding record keeping.	1	3	Medium (3)	Financial accounting system is on a cloud-based system that is backed up remotely. Computerised finance records are regularly backed up.
F22	Investments made by MPC lose money	The council would have to make the shortfall up from elsewhere	1	3	Medium (3)	Investment strategy in place – low risk investments made and reviewed annually.
F23	Inadequate controls over salaries and associated costs	Salaries paid incorrectly or fraudulently. Incorrect deductions made and potential fines by HMRC	1	2	Low (2)	HR Panel approve salary budget. Amendments to pay rates/hours are approved by HR/MPC. Signatories check salary amounts paid. Budget monitoring. Payroll software package used for deductions and returns to HMRC.

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FINANCIAL RISK ASSESSMENT 2022 - 2023

<u>F24</u>	<u>Failure or corruption of accounting software</u>	<u>Inability to access financial information, enter accounts and create reports</u>	<u>2</u>	<u>3</u>	<u>Medium (4)</u>	<u>Investigate alternative providers, reviewing service level agreements ensuring best coverage for MPC.</u>
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Likelihood Scores	Impact Scores	Risk Rating Scores (Likelihood x Impact)
Low (unlikely) = 1	Low (negligible) = 1	Low = 1,2
Medium (possible) = 2	Medium (moderate) = 2	Medium = 3, 4
High (highly likely) = 3	High (Severe) = 3	High = 6,9



Document Approval:

(Chair to Melbourn Parish Council)

Date of Parish Council meeting: ~~24 October 2022~~ 28 November 2023

Review Policy: Every 12 months

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MELBOURN PARISH COUNCIL

Doc. No. 6.01

Version 4

Review Date: ~~Oct 2023~~ Nov 2023

TERMS OF REFERENCE FOR THE FINANCE AND GOOD GOVERNANCE COMMITTEE

PURPOSE: To set out the rules by which this Committee of the Parish Council will work.

SCOPE: These rules are supplemental to, and do not in any way override, the Parish Council's Standing Orders &/or Financial Regulations.

1. Membership of the Finance and Good Governance Committee

- 1.1 There will be a maximum of 7 Members.
- 1.2 Membership of the committee will be as decided at the Annual Parish Council meeting each year. If the Chair and/or Vice Chair of the Council wish to attend the committee, they will do so in an *ex-officio* capacity.
- 1.3 The committee shall be subject to a quorum of one-third of its members or three councillors whichever is the greater.

2. Chair

- 2.1 The chair of the committee will be elected by the committee at the first meeting following the Annual General Meeting of the Parish Council, and reported back to the next full Council meeting.
- 2.2 The vice-chair of the committee will be elected by the committee at the first meeting following the Annual General Meeting of the Parish Council, and reported back to the next full Council meeting.

3. Conduct of Meetings

- 3.1 All meetings of the Finance and Good Governance Committee will be convened in accordance with the Parish Council's standing orders.
- 3.2 Meetings will be minuted by the Clerk or Assistant Clerk to the Council.

Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

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MELBOURN PARISH COUNCIL

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Version 4

Review Date: ~~Oct 2023~~ Nov 2023

4. Powers of the Finance and Good Governance Committee

The committee shall be empowered to:

- 4.1 To propose the annual Precept to full Council, having considered any proposals put forward by other committees or Working Parties.
- 4.2 With the exception of those areas under the remit of the Maintenance Committee; to draft tender documents (following the Policy for Appointment and Management of Contractors and the Financial Regulations) and present to full Council.
- 4.3 To undertake an annual review of effectiveness of internal audit.
- 4.4 Consider how to increase the Council's income, including an annual review of all rents (including, but not limited to, those from the allotments and Littlehands) to be complete by the time of setting the Precept for the next year.
- 4.5 Investigate alternative funding sources such as grants.
- 4.6 Keep under review value for money in all areas of the Council's spend and make recommendations to Council about necessary changes.
- 4.7 Review according to the schedule those policies and procedures delegated to the committee by the full Council.
- 4.8 Review according to the schedule the risk register, financial risk assessments and any non-financial risk assessments delegated to it by full Council.
- 4.9 Review in conjunction with the Clerk the council's insurance arrangements, ensuring that the property and risks are adequately insured.
- 4.10 Review the Asset Register annually to ensure it is kept up-to-date.

Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

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MELBOURN PARISH COUNCIL

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Review Date: ~~Oct 2023~~ Nov 2023

4.13 To keep the Council's governance arrangements under review to ensure it continues to follow good practice.



Document Approval:

(Chair to Melbourn Parish Council)

~~Date of Parish Council meeting: 2428 November 2023-October 2022~~

Review Policy: Every 12 months

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Melbourn Parish Council: 30 High Street Melbourn SG8 6DZ

Financial Regulations [England]

(based on NALC Model Financial Regulations [England])

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These Financial Regulations were adopted by the Council at its Meeting held on 25 November 2019

1. GENERAL

- 1.1. These financial regulations govern the conduct of financial management by the council and may only be amended or varied by resolution of the council. Financial regulations are one of the council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the council's standing orders¹ and any individual financial regulations relating to contracts.
- 1.2. The council is responsible in law for ensuring that its financial management is adequate and effective and that the council has a sound system of internal control which facilitates the effective exercise of the council's functions, including arrangements for the management of risk.
- 1.3. The council's accounting control systems must include measures:
 - for the timely production of accounts;
 - that provide for the safe and efficient safeguarding of public money;
 - to prevent and detect inaccuracy and fraud; and
 - identifying the duties of officers.
- 1.4. These financial regulations demonstrate how the council meets these responsibilities and requirements.
- 1.5. At least once a year, prior to approving the Annual Governance Statement, the council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.
- 1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.
- 1.7. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of councillor into disrepute.
- 1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the council. The Clerk has been appointed as RFO for this council and these regulations will apply accordingly. The Financial Officer will assist and support the RFO.
- 1.9. The RFO;

¹ Model standing orders for councils are available in Local Councils Explained © 2013 National Association of Local Councils

- acts under the policy direction of the council;
 - administers the council's financial affairs in accordance with all Acts, Regulations and proper practices;
 - determines on behalf of the council its accounting records and accounting control systems;
 - ensures the accounting control systems are observed;
 - maintains the accounting records of the council up to date in accordance with proper practices;
 - assists the council to secure economy, efficiency and effectiveness in the use of its resources; and
 - produces financial management information as required by the council.
- 1.10. The accounting records determined by the RFO shall be sufficient to show and explain the council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, and additional information, as the case may be, or management information prepared for the council from time to time comply with the Accounts and Audit Regulations.
- 1.11. The accounting records determined by the RFO shall in particular contain:
- entries from day to day of all sums of money received and expended by the council and the matters to which the income and expenditure or receipts and payments account relate;
 - a record of the assets and liabilities of the council; and
 - wherever relevant, a record of the council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.
- 1.12. The accounting control systems determined by the RFO shall include:
- procedures to ensure that the financial transactions of the council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
 - procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
 - identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions;
 - procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the council for approval to be written off except with the

approval of the RFO and that the approvals are shown in the accounting records; and

- measures to ensure that risk is properly managed.

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

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

shall be a matter for the full council only.

1.14. In addition the council must:

- determine and keep under regular review the bank mandate for all council bank accounts;
- approve any grant or a single commitment in excess of £5,000; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

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

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

2. ACCOUNTING AND AUDIT (INTERNAL AND EXTERNAL)

- 2.1. All accounting procedures and financial records of the council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.
- 2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman or a cheque signatory (if practical) shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the council Or duly constituted Finance Committee.
- 2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the council within the timescales set by the Accounts and Audit Regulations.
- 2.4. The council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the council shall make available such documents and records as appear to the council to be necessary for the purpose of the audit and shall, as directed by the council, supply the RFO, internal auditor, or external auditor with such information and explanation as the council considers necessary for that purpose.
- 2.5. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the council in accordance with proper practices.
- 2.6. The internal auditor shall:
- be competent and independent of the financial operations of the council;
 - report to council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
 - to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
 - have no involvement in the financial decision making, management or control of the council.
- 2.7. Internal or external auditors may not under any circumstances:
- perform any operational duties for the council;
 - initiate or approve accounting transactions; or

- direct the activities of any council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.
- 2.8. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.
- 2.9. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.
- 2.10. The RFO shall, without undue delay, bring to the attention of all councillors any correspondence or report from internal or external auditors.

3. ANNUAL ESTIMATES (BUDGET) AND FORWARD PLANNING

- 3.1. The Council shall review its three year forecast of revenue and capital receipts and payments. Having regard to the forecast, it shall thereafter formulate and submit proposals for the following financial year to the council not later than the end of December each year including any proposals for revising the forecast.
- 3.2. The RFO must each year, by no later than December, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the council.
- 3.3. The council shall consider annual budget proposals in relation to the council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.
- 3.4. The council shall fix the precept (council tax requirement), and relevant basic amount of council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept to the billing authority and shall supply each member with a copy of the approved annual budget.
- 3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. BUDGETARY CONTROL AND AUTHORITY TO SPEND

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the council for all items over £5,000 excluding VAT;
- a duly delegated committee of the council for items over £500 up to £5,000
- the Clerk, in conjunction with Chair of Council or Chair of the appropriate committee, for any items below £500. However, expenditure up to £1,000 may be authorised by the Clerk in circumstances outlined in 4.5 below.
- On items required for the Parish Office or to allow- them to carry out the functions of the parish office, the Clerk shall be allowed to spend up to **£200 excluding VAT** without prior approval of the Council.

• For items of budgeted expenditure on the Hub, the Clerk and Chair (provided the Chair is not director of the Hub Management Group) can authorise expenditure up to ~~£415,000~~. This provision relates to items requiring emergency action.

• ~~For items of expenditure relating to emergency maintenance which fall between £1000 and £5000 the Clerk will issue an email decision notice to all Parish Councillors (who are not Directors or Managers of the Hub Management Group) and subject to a majority approval authority will be granted to the Clerk to action payment of approved amount. relating to emergency maintenance, the Clerk and Chair up to £15,000 provided retrospective approval of full Council is obtained.~~

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• Such authority is to be evidenced by a minute, email or invoice duly signed by the Clerk, and where necessary also by the appropriate Chair.

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

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

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

4.4. The salary budgets are to be reviewed at least annually in November for the following financial year and such review shall be evidenced by an email confirming such review by the Chair of HR Panel. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of risk to the delivery of council services, the clerk may authorise revenue

expenditure on behalf of the council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £1,000. The Clerk shall report such action to the chairman as soon as possible and to the council as soon as practicable thereafter.

- 4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.
- 4.7. All capital works shall be administered in accordance with the council's standing orders and financial regulations relating to contracts.
- 4.8. The RFO shall regularly provide the council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared at least at the end of each financial quarter and shall show explanations of material variances. For this purpose "material" shall be in excess of £500 or 15% of the budget.
- 4.9. Changes in earmarked reserves shall be approved by council as part of the budgetary control process.

5. BANKING ARRANGEMENTS AND AUTHORISATION OF PAYMENTS

- 5.1. The council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.
- 5.2. The RFO shall prepare a schedule of payments requiring authorisation, forming part of the Agenda for the Meeting and, together with the relevant invoices, present the schedule to Full Parish Council. The council shall review the schedule for compliance and, having satisfied itself shall authorise payment by a resolution of the council or finance committee. The approved schedule shall be ruled off and initialled by the Chairman of the Meeting. A detailed list of all payments shall be disclosed within or as an attachment to the minutes of the meeting at which payment was authorised. Personal payments (including salaries, wages, expenses and any payment made in relation to the termination of a contract of employment) may be summarised to remove public access to any personal information.
- 5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the council.
- 5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the

appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted, and which are in order, at the next available council meeting.

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

- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of council [or finance committee];
 - b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting Finance and General Committee or
 - c) Fund transfers within the councils banking arrangements up to the sum of £10,000, provided that a list of such payments shall be submitted to the next appropriate meeting of council.
- 5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of Finance and General.
- 5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.
- 5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by council and in accordance with any policy statement approved by council. Any Revenue or Capital Grant in excess of £5,000 shall before payment, be subject to ratification by resolution of the council.
- 5.9. Members are subject to the Code of Conduct that has been adopted by the council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.
- 5.10. The council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible overtime.
- 5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be authorised by 2 Members.

6. INSTRUCTIONS FOR THE MAKING OF PAYMENTS

- 6.1. The council will make safe and efficient arrangements for the making of its payments.
- 6.2. Following authorisation under Financial Regulation 5 above, the council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.
- 6.3. All payments shall be effected by cheque or other instructions to the council's bankers, or otherwise, in accordance with a resolution of council.
- 6.4. Cheques or orders for payment drawn on the bank account in accordance with the schedule as presented to council or committee shall be signed by two member[s] of council in accordance with a resolution instructing that payment. A member who is a bank signatory, having a connection by virtue of family or business relationships with the beneficiary of a payment, should not, under normal circumstances, be a signatory to the payment in question.
- 6.5. To indicate agreement of the details shown on the cheque or order for payment with the counterfoil and the invoice or similar documentation, the signatories shall each also initial the cheque counterfoil.
- 6.6. Cheques or orders for payment shall not normally be presented for signature other than at a council or committee meeting (including immediately before or after such a meeting). Any signatures obtained away from such meetings shall be reported to the council at the next convenient meeting.
- 6.7. If thought appropriate by the council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two members and any payments are reported to council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the council at least every two years.
- 6.8. If thought appropriate by the council, payment for certain items (principally salaries) may be made by banker's standing order provided that the instructions are signed, or otherwise evidenced by two members are retained and any payments are reported to council as made. The approval of the use of a banker's standing order shall be renewed by resolution of the council at least every two years.
- 6.9. If thought appropriate by the council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the council at least every two years.
- 6.10. If thought appropriate by the council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

- 6.11. Where a computer requires use of a personal identification number (PIN) or other password(s), for access to the council's records on that computer, a note shall be made of the PIN and Passwords and shall be handed to and retained by the Chairman of Council in a sealed dated envelope. This envelope may not be opened other than in the presence of two other councillors. After the envelope has been opened, in any circumstances, the PIN and / or passwords shall be changed as soon as practicable. The fact that the sealed envelope has been opened, in whatever circumstances, shall be reported to all members immediately and formally to the next available meeting of the council. This will not be required for a member's personal computer used only for remote authorisation of bank payments.
- 6.12. No employee or councillor shall disclose any PIN or password, relevant to the working of the council or its bank accounts, to any person not authorised in writing by the council or a duly delegated committee.
- 6.13. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably off site.
- 6.14. The council, and any members using computers for the council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.
- 6.15. Where internet banking arrangements are made with any bank, the Clerk or RFO shall be appointed as the Service Administrator. The bank mandate approved by the council shall identify a number of councillors who will be authorised to approve transactions on those accounts. The bank mandate will state clearly the amounts of payments that can be instructed by the use of the Service Administrator alone, or by the Service Administrator with a stated number of approvals.
- 6.16. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.
- 6.17. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by hard copy authority for change signed by the Clerk and a member. A programme of regular checks of standing data with suppliers will be followed.
- 6.18. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Council and are set out in the Policy and Procedure for Prepaid Debit Cards. Transactions and purchases made will be reported to the Council and authority for topping-up shall be at the discretion of the Clerk or RFO.
- 6.19. Any pre-paid debit card issued will be specifically restricted to the person or persons authorised to use it and will also be restricted to a single transaction maximum value of

£200 unless authorised in accordance with the Council's Policy and Procedure for Prepaid Debit Cards.

- 6.20. A corporate credit card in the name of Melbourn Parish Council will be specifically restricted to use by the Clerk and shall be subject to automatic payment in full at each month-end. The credit card limit will be £5,000, as set out in the Credit Card Policy and Procedure (document 4.35). Expenditure must be approved in advance by Council and shall be in accordance with the Council's Policy and Procedure for Credit Cards. Personal credit or debit cards of members or staff shall not be used under any circumstances.
- 6.21. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Receipts for payments made shall be forwarded to the RFO with a claim for reimbursement in accordance with the Policy and Procedure for Petty Cash.
- a) The RFO may maintain a petty cash float of up to £30 for the purpose of defraying operational and other expenses. Receipts for payments made from petty cash shall be kept to substantiate the payment. The maximum amount that can be repaid from petty cash is £10.
 - b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.
 - c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to council under 5.2 above.

7. PAYMENT OF SALARIES

- 7.1. As an employer, the council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by council, or duly delegated committee.
- 7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available council meeting, as set out in these regulations above.
- 7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the council.
- 7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record. This confidential record is not open to inspection or review (under the Freedom

of Information Act 2000 or otherwise) other than:

- a) by any councillor who can demonstrate a need to know;
 - b) by the internal auditor;
 - c) by the external auditor; or
 - d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.
- 7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.
- 7.6. An effective system of personal performance management should be maintained for the senior officers.
- 7.7. Any termination payments shall be supported by a clear business case and reported to the council. Termination payments shall only be authorised by council.
- 7.8. Before employing interim staff the council must consider a full business case.

8. LOANS AND INVESTMENTS

- 8.1. All borrowings shall be effected in the name of the council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by full council.
- 8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the full council. In each case a report in writing shall be provided to council in respect of value for money for the proposed transaction.
- 8.3. The council will arrange with the council's banks for the sending of a copy of each statement of account to the Chairman of the council at the same time as one is issued to the Clerk or RFO.
- 8.4. All loans and investments shall be negotiated in the name of the council and shall be for a set period in accordance with council policy.
- 8.5. The council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the council at least annually.
- 8.6. All investments of money under the control of the council shall be in the name of the council.
- 8.7. All investment certificates and other documents relating thereto shall be retained in the

custody of the RFO.

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

9. INCOME

- 9.1. The collection of all sums due to the council shall be the responsibility of and under the supervision of the RFO.
- 9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the council.
- 9.3. The council will review all fees and charges at least annually, following a report of the Clerk.
- 9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the council and shall be written off in the year.
- 9.5. All sums received on behalf of the council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the council's bankers with such frequency as the RFO considers necessary.
- 9.6. The origin of each receipt shall be entered on the paying-in slip.
- 9.7. Personal cheques shall not be cashed out of money held on behalf of the council.
- 9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.
- 9.9. Where any significant sums of cash are regularly received by the council, the RFO shall take such steps as are agreed by the council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.
- 9.10. Any income arising which is the property of a charitable trust shall be paid into a charitable bank account. Instructions for the payment of funds due from the charitable trust to the council (to meet expenditure already incurred by the authority) will be given by the Managing Trustees of the charity meeting separately from any council meeting (see also Regulation 16 below).

10. ORDERS FOR WORK, GOODS AND SERVICES

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

orders shall be retained.

- 10.2. Order books shall be controlled by the RFO.
- 10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any *de minimis* provisions in Regulation 11.1 below.
- 10.4. A member may not issue an official order or make any contract on behalf of the council.
- 10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. CONTRACTS

- 11.1. Procedures as to contracts are laid down as follows:
 - a. Every contract shall comply with these financial regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:
 - i. for the supply of gas, electricity, water, sewerage and telephone services;
 - ii. for specialist services such as are provided by solicitors, accountants, surveyors and planning consultants;
 - iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
 - iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the council;
 - v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of council); and
 - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
 - b. Where the council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 (“the Regulations”) which is valued at £25,000 or more, the council shall comply with the relevant requirements of the Regulations².
 - c. The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service

² The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts

contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)³.

- d. When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council.
- e. Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post or email. Each tendering firm shall be invited to submit their tender in a marked sealed envelope and which shall remain sealed until the prescribed date for opening tenders for that contract. Tenders submitted by email should clearly state the specific reference and title of the tender in the email heading.
- f. All sealed tenders shall be opened by the Proper Officer, after the deadline for submission of tenders has passed, at a council or committee meeting at least one week before consideration by Councillors.
- g. Any invitation to tender issued under this regulation shall be subject to Standing Orders 18 c-f, ⁴ and shall refer to the terms of the Bribery Act 2010.
- h. When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall use their reasonable endeavours to obtain 3 quotations (priced descriptions of the proposed supply). If fewer than 3 tenders have been received by the deadline, the Chair of the Council or of the relevant Committee will consider extending the tender deadline as set out in Policy and Procedure for Procurement of Goods and Services (document 3.34) and Policy and Procedure for the Appointment of Contractors (document 4.22);
- i. where the value is below £3,000 and above £1,000 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
- i. The council shall not be obliged to accept the lowest or any tender, quote or estimate.
- j. Should it occur that the council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

³ Thresholds currently applicable are:

- a. For public supply and public service contracts 209,000 Euros (£164,176)
- b. For public works contracts 5,225,000 Euros (£4,104,394)

⁴ Based on NALC's model standing order 18d in Local Councils Explained © 2013 National Association of Local Councils

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

- 12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).
- 12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the council.
- 12.3. Any variation to a contract or addition to or omission from a contract must be approved by the council and Clerk to the contractor in writing, the council being informed where the final cost is likely to exceed the financial provision.

13. STORES AND EQUIPMENT

- 13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.
- 13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.
- 13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.
- 13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.

14. ASSETS, PROPERTIES AND ESTATES

- 14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the council. The RFO shall ensure a record is maintained of all properties held by the council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.
- 14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £1,000.

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- 14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the council, together with any other consents required by law. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).
- 14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full council. In each case a report in writing shall be provided to council with a full business case.
- 14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.
- 15. INSURANCE**
- 15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the council's insurers.
- 15.2. The RFO shall keep a record of all insurances effected by the council and the property and risks covered thereby and annually review it.
- 15.3. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim, and shall report these to council at the next available meeting.
- 15.4. All appropriate members and employees of the council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the council, or duly delegated committee.
- 16. CHARITIES**
- 16.1. Where the council is sole managing trustee of a charitable body the Clerk and RFO shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Clerk and RFO shall arrange for any audit or

independent examination as may be required by Charity Law or any Governing Document.

17. RISK MANAGEMENT

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

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

18. SUSPENSION AND REVISION OF FINANCIAL REGULATIONS

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

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

19. GENERAL RESERVES

The Council shall hold General Reserves at a level which is consistent with its Reserves Policy (currently six months of annual expenditure). At such times as the Council's General Reserves are below this level, it shall take reasonable measures to build them back up to the recommended level. Such measures may include precepting for a contribution to the Council's General Reserve.



Document Approval:

(Chair to Melbourn Parish Council)

Date of Parish Council Meeting: ~~24 April 2023~~ **28 November 2023**

Document Review Policy: 1 Year from last approval