### Forest Row Parish Council

Clerk: Email: Mr David o'Driscoll parishclerk@forestrow.gov.uk

(Office Hours: Monday to Friday 9am to 4pm)





To: All members of FOREST ROW PARISH COUNCIL:

Cllrs. Josephson (Chairman), Davies, Hill, Hopkins, R Lewin, T Lewin, Moore, Pritchitt, Spackman, Summers, Waters, Williams, Withers and Wogan

Community Centre Hartfield Road Forest Row East Sussex RH18 5DZ 01342 822661

Tel: Fax:

01342 825739

Email: Website: info@forestrow.gov.uk www.forestrow.gov.uk

Dear Sir/Madam.

Your attendance is required at the Annual Meeting of the FOREST ROW PARISH COUNCIL to be held on TUESDAY 10<sup>th</sup> MAY 2022 in the Garden Room of the

Date:

04 May 2022

Community Centre at 7.30PM.

Ste

Mr David O'Driscoll
Clerk to Forest Row Parish Council

THE FIRST FIFTEEN MINUTES WILL BE AVAILABLE FOR RELEVANT QUESTIONS AND REMARKS FROM THE PUBLIC – IF ANY. MEMBERS OF THE PUBLIC ARE WELCOME TO STAY AND OBSERVE THE REST OF THE MEETING.

#### AGENDA

- TO ELECT THE CHAIRMAN FOR THE COMING YEAR (AND SIGN THE DECLARATION OF ACCEPTANCE OF OFFICE)
- 2. TO RECEIVE APOLOGIES FOR ABSENCE
- TO RECEIVE ANY DECLARATIONS OF INTEREST & WRITTEN REQUESTS FOR DISPENSATION IN RESPECT OF DISCLOSABLE PECUNIARY INTERESTS
- RECORDS OF THE PREVIOUS MEETINGS OF FULL COUNCIL
   To resolve to postpone consideration to the next meeting of full council:
- CLARIFICATION OF ACTIONS FROM LAST MEETING
   To resolve to postpone consideration to the next meeting of Council
- 6. TO ELECT THE VICE-CHAIR OF COUNCIL FOR THE COMING YEAR
- 7 7.1 TO CONSIDER THE RECOMMENDATIONS OF THE 'COMMITTEE STRUCTURE WORKING GROUP' AND CONFIRM THE COMMITTEE STRUCTURE
  7.2 TO CONFIRM THE SCHEME OF DELEGATION (INCLUDING ANY AMENDMENTS CONSEQUENTIAL ON 7.1 ABOVE)
- 8. TO APPOINT MEMBERS TO THE STANDING COMMITTEES & THE PLANNING GROUP (not including any additional members to the Finance Committee)
- 9. TO APPOINT THE CHAIRMEN OF COMMITTEES & THE PLANNING GROUP
- 10. TO APPOINT THE VICE CHAIRMEN OF COMMITTEES & THE PLANNING GROUP
- 11. TO APPOINT ANY REQUIRED ADDITIONAL MEMBERS TO THE FINANCE COMMITTEE
- 12. TO APPOINT THE MEMBERS OF THE PERSONNEL COMMITTEE FROM FINANCE COMMITTEE
- 13. TO APPROVE STANDING ORDERS
- TO APPROVE FINANCIAL REGULATIONS
- 15. TO CONSIDER & RESOLVE ON ADOPTION OF THE NEW MODEL CODE OF CONDUCT

- 16 TO APPROVE STANDING POLICIES (as per list supplied)
- 17. TO REAFFIRM THE GENERAL POWER OF COMPETENCE
- 18. TO APPOINT REPRESENTATIVES TO OUTSIDE BODIES
- 19. TO APPOINT A DESIGNATED SAFEGUARDING OFFICER
- 20. TO APPOINT THE INTERNAL AUDITOR
- 21. TO APPROVE THE ASSET REGISTER
- 22. TO APPROVE THE INSURANCE SCHEDULE
- 23. TO APPROVE THE SCHEDULE OF MEETINGS FOR THE COMING YEAR
- 24. TO CONFIRM RE MEMBERS' & CHAIRMAN'S ALLOWANCES FOR THE COMING YEAR
- 25. TO CONFIRM SUBSCRIPTIONS
- 26. TO CONFIRM THE SCHEDULE OF DIRECT DEBITS
- 27. TO CONFIRM THE MILEAGE ALLOWANCE
- 28. TO CONFIRM BANK ACCOUNT SIGNATORIES
- 29. TO NOTE AND APPROVE THE RESERVES BUDGET FOR 2022-23

If relevant: Pursuant to Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960 the committee believes that the public and press to be excluded from the meeting on the grounds of the confidential nature of the business to be transacted.

- 30. TO CONFIRM STAFF COSTS SCHEDULE FOR 2021-22 AND TO CONFIRM STAFF TERMS AND CONDITIONS (AS SUPPLIED CONFIDENTIALLY TO MEMBERS)
- 31. TO CONSIDER AND RESOVLE ON A CAPITAL ISSUE
- 32. ITEMS FOR REFERRAL TO FULL COUNCIL OR COMMITTEE

# ANNUAL MEETING OF COUNCIL BACKING PAPERS FOR 10th MAY 2022

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### COUNCILLORS' BRIEFING FOR THE ANNUAL MEETING OF THE COUNCIL

#### 10th MAY 2022

### 1. TO ELECT THE CHAIRMAN FOR THE COMING YEAR (AND SIGN THE DECLARATION OF ACCEPTANCE OF OFFICE)

This must be the first business of the meeting. The stipulation of an 'elected' member in sect 15(1) has been superseded. If there is an equality of votes, the person presiding has the casting vote.

Local Government Act (LGA) 1972, sect 15

LGA 1972, sect

117

#### 2. APOLOGIES FOR ABSENCE

### 3. TO RECEIVE ANY DECLARATIONS OF INTEREST & WRITTEN REQUESTS FOR DISPENSATION IN RESPECT OF DISCLOSABLE PECUNIARY INTERESTS

4. RECORDS OF PREVIOUS MEETINGS OF FULL COUNCIL

It is proposed this item be postponed to the next meeting of Full Council scheduled for 17/05/2022.

5. CLARIFICATION OF ACTIONS FROM LAST MEETING

It is proposed this item be postponed to the next meeting of Full Council scheduled for 17/05/2022.

#### 6. TO ELECT THE VICE-CHAIRMAN OF COUNCIL FOR THE COMING YEAR

# 7.1 TO CONSIDER THE RECOMMENDATIONS OF THE 'COMMITTEE STRUCTURE WORKING GROUP' & CONFIRM THE COMMITTEE STRUCTURE

Council set up a working group in May/ June 2021 to review the Committee structure and report back to Full Council with 'options'. A report of the group's meeting in February was circulated with the advance backing papers. In the event, the group felt that the present structure continued to serve the Council well, and recommended that it be retained, with some minor tidying-up. For Council to decide.

Note: if Council's decision differs significantly from the recommendations of the group, it may be necessary to postpone agenda items 7.2 - 12.

### 7.2 TO CONFIRM THE SCHEME OF DELEGATION (INCLUDING ANY AMENDMENTS CONSEQUENTIAL ON 7.1 ABOVE)

A number of proposed amendments to the Scheme of Delegation were circulated to Members with the advance backing papers. If the working group recommendations are accepted, all the proposals fall to be decided on, otherwise only those in red.

- 8. TO APPOINT MEMBERS TO THE STANDING COMMITTEES & THE PLANNING GROUP FOR THE COMING YEAR
- 9. TO APPOINT THE CHAIRMEN OF COMMITTEES & THE PLANNING GROUP 10. TO APPOINT THE VICE CHAIRMEN OF COMMITTEES & THE PLANNING GROUP
- 11.TO APPOINT ANY REQUIRED ADDITIONAL MEMBERS TO THE FINANCE COMMITTEE

Standing Orders (S/O 4 a-d)

Scheme of Delegation 4

### 12. TO APPOINT THE MEMBERS OF THE PERSONNEL COMMITTEE FROM THE FINANCE COMMITTEE

As already noted, the above items 8-12 are dependent on the outcome of item 7.1, but if the recommendations of the working group are adopted, each Committee and the Planning group will consist of 8 members with a quorum of 3, the Chairman & Vice-chairman of Council being *ex officio* members of each Committee/ group, and entitled but not obliged to attend. The Finance Committee will consist of the Chairs & Vice-chairs of the three standing committees, plus the Chair/Vice-chair of Council; but if the latter two are members in another capacity, then a maximum of two other councillors

Scheme of Delegation 4 & 5

#### 13. TO APPROVE STANDING ORDERS

shall be elected.

#### 14. TO APPROVE FINANCAL REGULATIONS

### 15. TO CONSIDER AND RESOLVE ON ADOPTION OF THE NEW MODEL CODE OF CONDUCT

#### 16.TO APPROVE STANDING POLICIES (as per list supplied)

As part of the advance backing papers, Members were sent a separate briefing note on the council policies, together with a schedule of proposed amendments, and an electronic copy of all the polices with amendments noted where proposed. For completeness' sake, further copies of the note & schedule are attached.

For Council to resolve as appropriate.

#### 17. TO REAFFIRM THE GENERAL POWER OF COMPETENCE

The Council re-adopted the General Power of Competence at the 'relevant meeting' in May 2019 (minute no. AM19/22)

Reaffirmation is not strictly necessary, since the GPC only has to be formally re-adopted in election year, but an annual restatement of commitment is nevertheless helpful.

SI 2012/965 reg 1(2)

- **18. TO APPOINT REPRESENTATIVES TO OUTSIDE BODIES** current list attached.
- **19. TO APPOINT A DESIGNATED SAFEGUARDING OFFICER -** this has customarily been the Clerk.
- **20. TO APPOINT THE INTERNAL AUDITOR** Mulberry & Co have now discharged this function for seven years and the firm remains extremely effective: it is proposed that this appointment be confirmed.
- **21. TO APPROVE THE ASSET REGISTER** summary schedule attached: note this incorporates the 2017 revaluation of the estate buildings, plus the value of the 2021 skatepark extension.
- **22. TO APPROVE THE INSURANCE SCHEDULE** current schedule attached, including additional 'cyber insurance'.
- **23. TO APPROVE THE SCHEDULE OF MEETINGS FOR THE COMING YEAR** The schedule for the coming year is attached.

Children Act 2004 sect. 11

#### 24. TO CONFIRM ALLOWANCES FOR THE COMING YEAR

In 2021 Council resolved that allowances should be increased to the 2021/22 figures (£ 421 for Members and £ 662 for the Chairman).

The new allocations for 2020-21 (see attached remuneration report) are £434 (Members) & £682 (Chairman). Only three Members currently take their allowance.

- 25. TO CONFIRM SUBSCRIPTIONS current schedule attached.
- 26. TO APPROVE THE SCHEDULE OF DIRECT DEBITS schedule attached.
- **27. TO CONFIRM THE MILEAGE ALLOWANCE** HMRC continue to fix the non-taxable rate at 45p/mile.
- **28. TO CONFIRM BANK ACCOUNT SIGNATORIES** (current list attached) Members of the Finance Committee, who are willing to be signatories should be ready to sign the mandates.
- 29. TO NOTE AND APPROVE THE RESERVES BUDGET FOR 2020-21.

As part of the advance backing papers, Members were sent a briefing note on the reserves position and a schedule showing the movement of reserves since 2021-22. That note contains proposals for the year 2022-23, and to date no alternative proposals have been received. I will update the position at the meeting

[A separate briefing note is supplied to Members covering the confidential items of business 30 & 31]

32. ITEMS FOR REFERRAL TO FULL COUNCIL OR COMMITTEE

#### NOTES OF MEETING OF COMMITTEE RESTRUCTURING WORKING GROUP

#### TUESDAY 1<sup>ST</sup> FEBRUARY 2022 AT 4PM

PRESENT: Cllrs. Spackman, Williams & Wogan. The Clerk and Asst Clerk

APOLOGIES: Cllr. Davies

The following issues were discussed:

- What were the perceived problems behind the review of the committee structure? (Noted that the previous restructure was caused partly by an imbalance of workloads).
- Was it the right time to change the Committee Structure bearing in mind there would be an election in 2023?
- The current composition and number/ membership of Committees
- Whether the Chairman and Vice Chairman of Council needed to be ex officio members of each committee and if so, if they should be required to attend every meeting
- The following options were looked at:
  - To leave things as they are currently
  - o To amalgamate A & S and P & A committees as a single 'Facilities' Committee
  - To dispense with standing Committees altogether and leave all decisions to Full
     Council which would meet more regularly either with or without advisory/ working
     groups for prior discussion

After discussion, the favoured options of the working group were:

- To retain the current Committee structure and remits (as covering the work of the Council in a reasonably balanced fashion).
- But to move Streetlights from the Amenities & Services Committee to Property & Assets
   Committee (to align it with other 'street furniture' dealt with already by that committee).
- To have 8 members on all Committees (excluding Personnel).
- Finance & Policy Committee to consist of Chairs and Vice Chairs of all 3 budget-holding Committees plus Chair and Vice Chair of Council (membership of 8).
- The Chairman and Vice Chairman of Council **entitled** to be voting members of Committees but not be **required** to attend all meetings.
- Quora of Committees to remain.
- Standing Orders and the Scheme of Delegation to be amended accordingly.

The above options to be proposed and the Standing Orders and Scheme of Delegation to be approved at the Annual Meeting of Council in May (date to be advised).

#### **ANNUAL MEETING OF COUNCIL 2022**

#### **NOTE ON COUNCIL POLICIES**

The council policies have been reviewed, and where necessary amended in preparation for the Annual Meeting of Council for 2022.

A schedule follows, showing all the amendments and their rationale. Some are obviously technical corrections of typing or numbering errors, or updates of financial limits. I have made every effort to capture and check all errors of this type, but if you notice any that have slipped under the wire, please let me know.

Some amendments are more substantial, and I would draw attention to the following:

- In <u>Standing Orders</u>, there are amendments to cover urgent business, the status of the Planning Group and certain other elements of Committee structure. These have emerged as a result of discussions and/or resolutions over the past year.
- In the <u>Scheme of Delegation</u>, there are some tidying-up provisions, but the main amendments follow on from the recommendations of the 'Committee Structure working group' ('COMSTRUCT'), which was set up last September. These modifications are not yet agreed, and that is a decision which will have to be taken by this Annual Meeting before the amendments are adopted. A copy of the recommendations of the working group (which are quite limited in scope) is attached for Members' consideration.
- The <u>Code of Conduct</u> is an entirely new document. It replaces a template which dates back ten years and the rationale for the new text is spelled out in the schedule of updates.
- The <u>Financial Regulations</u> are practically unaltered, but the <u>'Authority to Spend'</u> which forms the appendix to the Regulations has been updated to align with actual practice and provide an updated set of financial limits.

Members are asked to go through these policy documents and satisfy themselves as to their content and the appropriateness or otherwise of the amendments made, with a view to voting through agreed texts at the Annual Meeting.

This documentation forms part of the backing papers for the Meeting, but is being supplied in advance so that there is sufficient time for the necessary scrutiny. Any clarifications, queries or objections should be submitted to the Office as soon as possible, and in any event *before* the meeting itself: the meeting is not the appropriate forum for lengthy discussions of novel points of content or wording.

The policy documents are available in three ways:

- In digital format: following this transmission you will receive several 'packets' of the current & proposed policy documents in Word (or occasionally pdf) format. Ideally if you need hard copy, you can print out what you need for yourselves.
- As a master hard copy. This is held in the office and can be consulted on request.
- The office will print off selected documents for any Member on request. However, I regret it is no longer economical to provide a printed copy of all the policies for every Member.

Once the policies have been voted on, a clean complete copy will be available in the office and on the website

#### **CORE MEMBER POLICIES**

#### **STANDING ORDERS**

Old page	New page	S/O number	Amendment
1	1	Title	Amend to current date
3	3	Contents	Amend pagination
5	5	1c	Proviso added to allow for urgent business procedure
8	8	3f	Amend public question time to 15 minutes
10	10	3x	Reformulation of urgent business procedure (to clarify following resolution C77/22 of 05/04/22)
10-11	10-11	4	Re-ordering of clauses a-d (d becomes a) (to improve logical order)
11	10	new 4a/vi	Amended to "rounded up to the nearest whole number" (original phrase illogical)
11	10	new 4a/vii	Amend to "entitled but not obliged" (following recommendation)
11	11	new 4f	Add provision for working groups (for clarity)
12	12	5	Change 'Committee' to 'Group' throughout (to clarify status)
12	12	new 5a	Add new sub para a (to clarify status & procedure of group)
14	14	6j/xvii	Amend S/O references
15	15	8a& b	Amend S/O references
17	17	12	Amend S/O reference
19	19	14e	Remove redundant alternative wording
19	19	14g & h	Amend S/O references
20	20	15b	Amend S/O references
20	20	16a	Add "shall normally be" (for the avoidance of doubt)
21	21	16b/ii & xii	Amend S/O references
22	22	16b/xv	Amend "Committee" to "Group" (per S/O 5 above)
22	22	16b/xvii	Amend S/O reference
22	22	17b	Add "shall normally be" (for the avoidance of doubt)
24	24	19e	Amend S/O reference
24	24	19h	Update Public Contracts financial limits
25	25	19i	Update Public Contracts financial limits
26	26	22	Amend S/O reference
27	27	24	Amend S/O reference
27	27	25	Delete references to "Unitary Council"
28	28	28 & 29b	Amend S/O references
29-30		30	Delete S/O 30 (urgent provisions belong in Scheme of Delegation)

#### **SCHEME OF DELEGATION**

[Note: these proposed amendments include & implement the recommendations of the Committee Structure working group ('COMSTRUCT') which was created by Council resolution C70/21 of 29/06/2021. Those proposed amendments are marked in blue. Other proposed amendments are marked in red].

Original §§ nos	Proposed amendment
1 & 2	Invert order of sections (to restore logical order)
1.1	Add rider parallel to 2.2 to cover Clerk's absence (for avoidance of doubt & consistency)
2.2	Add: "and for the avoidance of doubt this shall in normal circumstances be the Assistant Clerk." (for consistency with S/Os)
4.4	Correct numbering to: "Standing Order 4(a)(viii)" (to match amended S/Os)
4.8	Correct designation to: "Personnel & Grievance Committee"
	(Note: this amendment to apply generally where this committee is referred to).
5	Delete last sentence and substitute: "They shall be entitled but not obliged to attend
	such meetings and to vote at any meeting which they attend." (to match S/Os)
5.1	Change "3" to "4 other standing committees" and add: "(namely Amenities & Services,
	Property & Assets, and Community Services)" (to match changed status of Planning)
5.1 -5.5	References to "portfolio holders" to be deleted throughout (to reflect current policy)
5.1.1	Bullet points from "Appraisal of the Parish Clerk" to "Health & Safety Policies and
	Procedures" inclusive to be deleted. (these fall outside the current remit of this
	committee and are the responsibility of the Clerk and/or the appointed external HR
	advisor).
5.2	Add to the 'outdoor area' bullet point: "and the Jubilee Garden" (for completeness).
5.2	Delete the 'footway lighting' bullet point (to transfer to Property & Assets)
5.2	Change membership to '8' and frequency of meetings to "4"
5.3	Add bullet point: "Oversee the provision & maintenance of the Council's streetlights
5.3	Delete sub-bullet point re Jubilee Garden (as above)
5.4	Change membership to '8' and frequency of meetings to "4"
5.4	Delete bullet points from "FOREST ROW COMMUNITY TRANSPORT" to "Cycle Hire
	Scheme" inclusive, plus sub-bullet point "including the Community Liaison Group" and
	the bullet point re "Youth & Community Centre Company" (to reflect current situation)
5.5	Change all references from "Committee" to "Group" (to match changed status).
6.2/6.3	After the words "of sufficient interest/ importance" add "(and time allows)"

#### **CODE OF CONDUCT**

The version of the Code of Conduct currently in the policies manual was adopted in 2017 (and essentially repeats the 2012 version). In the light of developments since then, both the LGA & NALC have undertaken revisions. Some points remain unresolved, and there is ongoing negotiation with Government, but in the meantime the LGA has approved a new model Code, which was adopted by NALC in 2020 in the following statement:

#### "L09-12 | NALC'S TEMPLATE CODE OF CONDUCT FOR PARISH COUNCILS

NALC endorses the 2020 LGA model code of conduct (https://www.local.gov.uk/publications/local-government-association-modelcouncillor-code-conduct-2020) and as such has withdrawn this template NALC code of conduct and no longer endorses its use."

The 2020 LGA model Code is therefore included in the draft manual of policies for 2022 and is proposed for adoption by Council in place of the 2012/17 version.

#### **CO-OPTION POLICY**

No changes or amendments proposed.

#### REPRESENTATION ON OUTSIDE BODIES POLICY

No changes or amendments proposed.

#### **FINANCIAL POLICIES**

#### **FINANCIAL REGULATIONS**

Para 4.5 amended identity of consultees for urgent expenditure (in line with actual practice).

Otherwise, apart from corrections to the Contract Regulations thresholds, there are no further amendments deemed necessary to the Financial Regulations.

#### **AUTHORITY TO SPEND**

Вох	Content	Amendments
1	Ongoing administrative expenses	These two provisions amalgamated, list amended to
2	Facility supplies & repairs	reflect actual practice and threshold raised to £1,000
3	Minor expenditure between	These two provisions amalgamated, to cover
	meetings	Committee authority, plus urgent arrangements
4	Budgeted revenue expenditure	(paragraph now aligned with Financial Regs 4.5).
5	Capital items	No change

#### **RESERVES POLICY**

Para 3.3 Change proposed to general reserve level from £180,000/£160,000 to £200,000/£180,00

#### **APPENDIX TO RESERVES POLICY**

To be added when reserves budget agreed

#### **FINANCIAL RISK ASSESSMENT**

No changes proposed

#### **INVESTMENT POLICY**

No changes proposed

#### **GRANT-MAKING POLICY**

No changes proposed

#### PERSONAL AND COMMUNITY POLICIES

#### **ADULT SAFEGUARDING POLICY**

No change proposed

#### **COMMUNITY ENGAGEMENT POLICY**

Minor amendment to the fifth bullet point in para 4.1

#### **COMPLAINTS POLICY**

Minor update to wording of para 2.5

#### **HEALTH & SAFETY POLICY**

No change proposed

#### **PRESS & MEDIA RELATIONS POLICY**

No change proposed

#### **TRAINING POLICY**

Minor update to wording of para 1.2

#### **EQUALITY POLICY**

No change proposed

#### **YOUTH POLICIES**

#### YOUTH SERVICE DELIVERY POLICY & APPENDIX

No change proposed

#### **CHILD PROTECTION POLICY & APPENDIX**

No change proposed

#### **TECHNOLOGY & COMMS POLICIES**

CCTV POLICY
COMMUNICATIONS
DATA PROTECTION
FREEDOM OF INFORMATION
DOCUMENT RETENTION
INFORMATION TECHNOLOGY
RECORDING OF MEETINGS
SOCIAL MEDIA

No changes proposed, save correction of typographical errors

#### **ENVIRONMENTAL POLICIES**

ENVIRONMENTAL
DRONES
NEWLANDSPLACE
STREETLIGHTING
TREES
VILLAGE GREEN SIGNAGE

No changes proposed, save correction of typographical errors

#### **STAFF POLICIES 1-23**

No changes proposed, save correction of typographical errors

## FOREST ROW PARISH COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS

**Organisation** 

Representatives

Ashdown Forest Liaison Committee

Cllrs. Hill & T Lewin

Commoner of Ashdown Forest

Chairman of the Council

**CPRE** 

Cllr Moore

New Forest Row Business Group

Cllr. Josephson & Sue Young

Forest Row Flood Network

vacant

Forest Row Sports Ground Assn.

Cllrs. Pritchitt & Williams

North Wealden Community Transport Partnership

vacant

Parish Tree Warden

Mr N Raeside

East Sussex Association of Local Councils

Cllr. Pritchitt

**Twinning Association** 

Cllr. Summers

Village Hall Management Committee

Cllr. Josephson

Wealden District Association of Local Councils

vacant

Forest Row Festival Committee

Cllrs R Lewin, T Lewin

Wealden DC North Planning Cluster

TBC

as at May 2021

# FRPC SUMMARY ASSET REGISTER @ 31/03/22

	Original cost	Current value	Insurance value
BUILDINGS	£2,218,097.39	£3,114,082.00	£3,113,749.53
COMM.CENTRE EQUIPMENT	£43,945.00	£42,445.00	£45,670.00
GATES & FENCES	£17,236.07	£18,641.00	£18,640.81
LAND & SOLAR PANELS	£8.00	£6,007.00	£6,007.00
MAINTENANCE EQUIPMENT	£22,150.34	£22,150.34	£22,937.00
MARKET EQUIPMENT	£16,237.00	£16,237.00	£16,237.00
OFFICE EQUIPMENT	£13,663.00	£13,663.00	£13,705.00
PLAY EQUIPMENT	£235,413.00	£235,413.00	£235,413.00
STREET FURNITURE	£136,225.00	£137,370.00	£137,370.00
VotG EQUIPMENT	£4,740.00	£9,640.00	£10,640.00
WAR MEMORIAL	£21,055.84	£22,772.00	£22,771.90
TOTALS	£2,728,770.64	£3,638,420.34	£3,643,141.24



#### Policy Number - 1891378/1463324

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

#### INSURANCE DETAILS

Period of insurance: Continuous cover from 1st August 2021 until the policy is cancelled

Date issued to insured: 2nd August 2021

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy

Payment method: Payment by Broker's Account

#### INSURED DETAILS

Insured: Forest Row Parish Council Address: The Community Centre

Hartfield Road Forest Row Sussex RH185DZ

Additional insureds: There are no Additional Insureds on this policy

Business: Parish Council

General terms and 11604 WD-HSP-UK-PAC-GTC(4)

conditions wording: The General terms and conditions applyto this policy in conjunction with the specific

wording detailed in each section below

#### PREMIUM DETAILS

Annual premium: £6,820.63 Annual Tax: £818.48 Total: £7,639.11





#### Local councils & not-for profit organisations scheme

#### PROPERTY - BUILDINGS

Section wording Insurer 11600 WD-HSP-UK-PAC-PYB(5) HiscoxInsurance CompanyLimited

Premises: Groundsman's Compound Shed -£15,525.37

Timber Shed - Memorial Garden - £12,715.74

Community Centre - Community Centre, Hartfield Road, Forest Row, East Sussex, RH18 5DZ -

£2,106,915.60

Timber Youth Building - Hartfield Road, Forest Row, East Sussex, RH18 5DZ - £127,447.09

Hambro Hall - Hartfield Road, Forest Row, East Sussex, RH18 5DZ - £405,513.47

The Venue on The Green - Foresters' Green, Station Road, Forest Row, East Sussex, RH18 5FY -

£557,024.00

Item description	Excess	Amount Insured
Total Buildings	£250	£3,225,141.28
Gates and fences	£250	£23,833.00
Fixed outside equipment	£250	£6,078.19
Street furniture	£250	£119,015.00
War memorials	£250	£29,989.27
Playground equipment	£250	£167,100.00
Sports surfaces	£250	£0.00
Other surfaces	£250	£26,144.75
Rentreceivable	£250	£0.00

Excess applies to:

Each and every loss

#### Special excesses

Losses from subsidence

£1,000 each and every loss

Additional cover	(in addition to the overall limit/amount insured above)
Trace and access	£5,000
Emergency services	£5,000
Loss prevention costs	£25,000
Additions to buildings	£50,000
Inadvertent omissions	£500,000
Trees, shrubs and plants	£25,000
Bequeathed buildings	£50,000
Discharge of oil	£10,000 in total during any one period of insurance, across a Property sections combined
Contract works and site materials	£75,000
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6351.0

Floating amount insured (Buildings)



#### PROPERTY - CONTENTS

Section wording Insurer

11602 WD-HSP-UK-PAC-PYC(6) HiscoxInsurance CompanyLimited

Premises: Groundsman's Compound Shed -£15,525.37

Timber Shed - Memorial Garden - £12,715.74

Community Centre - Community Centre, Hartfield Road, Forest Row, East Sussex, RH18

5DZ - £2,106,915.60

Timber Youth Building - Hartfield Road, Forest Row, East Sussex, RH185DZ -

£127,447.09

Hambro Hall - Hartfield Road, Forest Row, East Sussex, RH18 5DZ - £405,513.47 The Venue on The Green - Foresters' Green, Station Road, Forest Row, East Sussex,

RH185FY - £557,024.00

Item description	Excess	Amount insured
General contents including computer and ancillary equipment	£250	£105,506.00
Gardening equipment, plant and machinery	£250	£13,726.00
Sports equipment	£250	£0.00
Rent payable	£250	£0.00

Excess applies to Geographical limits:

Each and every loss United Kingdom

#### Additional cover

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

Costs following glass breakage £10,000

Additions to contents

whichever is the greater

Money in the insured location while open for business or

in a locked safe

Money in transit or at the home of any councillor,

trustee, employee or volunteer Money at all other times Money - non-negotiable instruments Identity fraud

Personal effects Reconstitution of electronic data Reconstitution of other business documents

Lock replacement Building damage by theft

Personal assault - death Personal assault - total loss or permanent and total loss of use of one or more limbs

Personal assault - total and irrecoverable loss of sight in one or both eyes

Personal assault - disablement which totally prevents the injured person from carrying

out all parts of their usual occupation Metered water and fuel **Outdoor items** 

Marquees Refrigerated stock Undamaged tenant's improvements

£10,000 or 10% of the amount insured for contents,

£1,000

£1,000

£1,000

£250,000 £5,000

£5,000 £5,000

£5.000 £10,000

£10,000 £10,000 per person

£10,000 per person

£10,000 per person

£100 per week up to a maximum of 104 weeks

£5,000

£5,000 £10.000

£2,500 £5,000



Contents temporarily elsewhere including whilst in £25,000 or 10% of the amount insured for contents,

transit whichever is the less

Exhibitions stands and equipment temporarily elsewhere £25,000 or 10% of the amount insured for contents,

whichever is the less

Defibrillators£5,000Bequeathed property£5,000Fund raising events£5,000

Contents kept at home £25,000 or 10% of the amount insured for contents.

whichever is the less

Fraud and dishonesty £300,000 in the aggregate per period of insurance

**Endorsements** 

6222.0 Amendment of cover (Fidelity guarantee)
6349.1 Floating amount insured (Contents)
6226.0 Addition of Cover (Travel expenses)

#### PROPERTY AWAY FROM THE PREMISES

Wording 11602 WD-HSP-UK-PAC-PYC(6) Insurer HiscoxInsurance CompanyLimited

 Item description
 Excess
 Amount Insured

 All business equipment
 £250
 £5,000

Excess applies to: Each and every loss

Geographical limits: European Union, United Kingdom of Great Britain and Northern Ireland, Channel

Islands, Isle of Man and Gibraltar

**Endorsements** 

65.0 Contents temporarily elsewhere

#### PROPERTY - BUSINESS INTERRUPTION

Section wording Insurer 11601 WD-HSP-UK-PAC-PYI(6)
HiscoxInsurance CompanyLimited

Premises: Groundsman's Compound Shed -£15,525.37

Timber Shed - Memorial Garden - £12,715.74

Community Centre - Community Centre, Hartfield Road, Forest Row, East Sussex, RH18

5DZ - £2,106,915.60

Timber Youth Building - Hartfield Road, Forest Row, East Sussex, RH185DZ -

£127,447.09

Hambro Hall - Hartfield Road, Forest Row, East Sussex, RH18 5DZ - £405,513.47 The Venue on The Green - Foresters' Green, Station Road, Forest Row, East Sussex,

RH185FY - £557,024.00



Amount Insured



Loss of income £96,000
Additional increased costs of working £10,000

Indemnity period 12 Months

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

Key person £250 per week up to a maximum of £2,500 per period of

insurance

Unauthorised use of public utilities £100,000 or the total amount insured for Business

interruption, whichever is less

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

Denial of access £100,000 or the total amount insured for Business

interruption, whichever is less

Non-damage denial of access £100,000 or the total amount insured for Business interruption, whichever is less

£100,000 or the total amount insured for Business

interruption, whichever is less
£100,000 or the total amount insured for Business

interruption, whichever is less

Public utilities £100,000 or the total amount insured for Business

interruption, whichever is less

Public authority £100,000 or the total amount insured for Business

interruption, whichever is less

Failure of safety equipment £100,000 or the total amount insured for Business

interruption, whichever is less

Loss of attraction £100,000 or the total amount insured for Business

interruption, whichever is less

Alternative hire costs £5,000
Equipment breakdown Not Insured

**Endorsements** 

**Bomb threat** 

**6350.1** Floating amount insured – (Business interruption)

**EQUIPMENT BREAKDOWN** 

Section wording 11609 WD-HSP-UK-PAC-EQB(3) Insurer HiscoxInsurance CompanyLimited

Amount insured £0.00

Limit applies to Total amount insured across all property sections combined

Excess £250

Excess applies to Each and every loss

Special Limits (included within and not in addition to the overall limit/amountinsured above)

Hazardous substances £5,000 total amount insured across all Property sections

 Reconstitution of electronic data
 £5,000

 Expediting expenses
 £5,000

 Computers
 £5,000

Oil and water storage tanks £5,000

EMPLOYERS' LIABILITY



Section wording

11603 WD-HSP-UK-PAC-EL(4) HiscoxInsurance CompanyLimited

Insurer Limit of indemnity

£10.000.000

Limit applies to

Each and every occurrence including costs

Geographical limits Applicable courts

Worldwide United Kingdom

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

Criminal defence costs

£100,000 in the aggregate

**Terrorism** 

**Endorsements** 

£5,000,000 in the aggregate

3121.0

Employers Liability Tracing Office (ELTO) - mandatory information required

#### PUBLIC AND PRODUCTS LIABILITY

Section wording

11607 WD-HSP-UK-PAC-GL(4)

Insurer

HiscoxInsurance CompanyLimited

Limit of indemnity

£10,000,000

Limit applies to

Each and every occurrence, defence costs in addition, other than for pollution or for

products to which a single aggregate policylimit including defence costs applies

**Excess** 

Excess applies to

Each and every claim for property damage only

Geographical limits Applicable courts

United Kingdom United Kingdom

Additional cover

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

employees

Unauthorised use of third party telephones by your

Loss of excess or no claims discount

Loss of third party keys

Defamation and intellectual property rights

£2,500 any one period of insurance

£250 any one period of insurance £2,500 any one period of insurance

£500,000 any one period of insurance

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

Criminal defence costs Pollution defence costs £100,000 in the aggregate

Hirer liability

£100,000 in the aggregate £5,000,000 in the aggregate

**Endorsements** 

6080.0

Firework/bonfire condition endors ement

INTERNET AND EMAIL

**Section wording** 

11605 WD-HSP-UK-PAC-IE(4)

Insurer

HiscoxInsurance CompanyLimited

Limit of indemnity

£50.000

Limit applies to

In the aggregate including costs

**Excess** 

£500

Excess applies to

Each claim or loss excluding defence costs

Geographical limits

Worldwide



Applicable courts Worldwide excluding claims brought in USA or Canada

**Endorsements** 

257.0 Business performed in the past for IE

OFFICIALS' AND TRUSTEES' INDEMNITY

Section wording 11614 WD-HSP-UK-PAC-DO(5) Insurer HiscoxInsurance CompanyLimited

Policy limit £500,000

Limit applies to In the aggregate including costs

Legal representation costs £15,000

Legal representation basis In the aggregate any one period of insurance

Geographical limits United Kingdom Applicable courts United Kingdom

**Endorsements** 

705.4 Prior & pending litigation date

COMMERCIAL LEGAL PROTECTION (DAS)

Section wording 9927 WD-HSP-UK-CHR-DAS(3)

Insurer DAS Legal Expenses Insurance CompanyLimited

Section limit £100,000

Limit applies to All claims resulting from one or more event arising at the same time or from the same

originating cause

Excess £200

Each and every claim arising from aspect enquiries only Geographical limits

Each and every claim arising from aspect enquiries only for insured incidents 2 Legal Defence (excluding 2(4)), a

For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury. The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino,

Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel

Islands

**Endorsements** 

524.0 Commercial legal protection

PERSONAL ACCIDENT

Personal accident

Section wording 11608 WD-HSP-UK-PAC-PA(4)
Insurer HiscoxInsurance CompanyLimited

Capital benefit£100,000Temporary benefit£500 per weekMedical expenses£10,000

Insured persons Councillors, trustees, volunteers and employees of the insured

Operative time While working for you or on your behalf

Geographical limits United Kingdom



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

Death100% capital benefit amount per personLoss of one limb100% capital benefit amount per personLoss of one eye100% capital benefit amount per personLoss of two limbs100% capital benefit amount per personLoss of two eyes100% capital benefit amount per personLoss of one limb and one100% capital benefit amount per person

eye

Loss of hearing 100% capital benefit amount per person Loss of 100% capital benefit amount per person speech

Permanent total disablement Temporary total disablement

Temporary partial disablement

Maximum accumulation

100% capital benefit amount per person

£500 per week, up to a maximum of 104 weeks, an excess of 14 days applies £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies

£1,000,000 any one loss in the aggregate

#### **CRISIS CONTAINMENT**

Wording 15369 WD-HSP-UK-PAC-CRI(1)
Insurer HiscoxInsurance CompanyLimited

Limit of indemnity £25,000

Limit applies to Per crisis and in the aggregate during any one period of insurance

Geographical limits The United Kingdom of Great Britain and Northern Island, the Isle of Man and the

Channel Islands.

Special limits (included within and not in addition to the amount insured above)

Outside working hours discretionary crisis

mitigation costs

£2,000

#### **Endorsements**

9003.0

Crisis containment provider: Hill & Knowlton

#### **Business Travel - NOT COVERED**

Section wording 9522 TRA Portfolio

Insurer HiscoxInsurance CompanyLimited Insured persons Councillors and employees of the insured

Operative Times While on a business trip in the insured person's usual country of residence involving a

pre-booked overnight stay away from home or a flight in a commercial aircraft, and business travel outside the **insured person's** usual country of residence, starting from the time of leaving the **insured person's** home or place of work whichever is later, until return

to the insured person's home or place of work, whichever is first.

Excess £15

Excess applies to Each and every loss

#### **Benefits**

Medical expenses, emergency travel and repatriation expenses

£2,000,000 any one claim



Hospital benefit

Funeral expenses

Cancellation and curtailment

Replacement staff Missed departure

Travel delay

Personal property

Temporary loss of baggage

Money

**Business travel documents** 

Extra costs to replace travel documents

Hi-jack and kidnap Personal liability Legal expenses £30 for each complete 24 hour period, up to a maximum

of £2,400 in all

£5,000 any one claim

£5,000 any one claim

£5,000 any one claim

£1,000 any one claim

£30 per hour after the first 8 hours delay, up to a

maximum of £240 in all

£1,000 any one claim

£500 any one claim

£750 any one claim

£225 any one claim £750 any one claim

£250 per day, up to a maximum of £10,000 in all

£2,000,000 any one claim

£25,000 any one claim

PROPERTY-	TEDDODICM
PRUPERIT-	TERRORISM

**Section wording** 

6243 WD-PIP-UK-PRE(3)

Insurer

HiscoxInsurance CompanyLimited

#### Material damage

Amountinsured	Excess	
£0.00	£250	

#### **Business interruption**

Amount insured	Excess
£0.00	£250



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

#### Property - buildings clauses in full

Clause 6351.0 Floating amou

Floating amount insured (Buildings)
The cover under this section for Gates and for

The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to such items however manylocations are

affected.

Clause 308.0 Flat roof condition

We will not make any payment for damage arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every 2 years by a competent person and any defects are rectified within 14 days.

#### Property - contents clauses in full

Clause

6222.0

Amendment of cover: fidelity guarantee

What is not covered, 9 is amended to read as follows:

g. loss by fraud or dishonesty of a **councillor** or any other person working under a contract of service with **you**, other than where cover is provided under Additional cover, Fidelity guarantee.

How much we will pay, Fraud and Dishonestyis deleted.

The following is added to What is covered, Additional cover:

Fidelity guarantee

- 23. **your** financial loss resulting solely and directly from fraud or dishonesty of a **councillor** or any other person working under a contract of service with **you**, discovered by **you** during the **period of insurance** provided that:
- a. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
- b. **you** were unaware of any previous act of fraud or dishonestycommitted in the course of their employment by such **councillor** or any other person working under a contract of service with **you**; and
- c. there was a clear intention to cause you financial loss and to obtain a personal financial gain over and above salary, bonus or commission; and
- d. your financial loss was wholly sustained within the 12 month period prior to its discovery; and
- e. the loss is notified to us within ten working days of its discovery by you; and
- f. satisfactory references covering a period of two years prior to the commencement of employment for all new clerks and any other person under a contract of service with you are obtained from:
- i. a previous employer; or
- ii. an accountant and one other customer in respect of any periods of self employment; or



iii. the school or college in respect of any full-time education.

The following is added to How much we will pay:

Fidelity guarantee

The most we will pay for all financial losses covered under What is covered, Additional cover, Fidelity guarantee, including the reasonable charges you must pay to your professional accountant for producing information we require in support for a request for settlement under this section, is £300,000.

Clause

6349.1

6349.1 Floating amount insured (Contents)

The cover under this section applies to all locations occupied by you in connection with your activities within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The amount insured is the most we will pay in total for damage to your

contents however many locations are affected.

Clause

6226.0

Addition of cover - travel expenses The following is added to What is covered, Additional cover:

Travel expenses

23. We will also pay for:

> the unused travel, accommodation and pre-booked conference or excursion expenses which you have paid or legally have to pay and which cannot be recovered; and

> the necessary and reasonable additional travel and accommodation expenses for your member of staff, councillor or trustee to return home:

as a result of a pre-arranged business trip being cancelled or cut short. during the period of insurance, for one of the following reasons:

the death, accidental injuryor illness of a member of staff, councillor or trustee;

the death, accidental injuryor illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, councillor or trustee; or the death, accidental injuryor illness of any person with whom a member of staff, councillor or trustee is planning to stay or conduct business; or a member of staff, councillor or trustee being called for jury service or as a court witness: or

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

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

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

Property away from the premises clauses in full

Clause

65.0

Contents temporarily elsewhere

We will not make any payment when such property is temporarily outside the UK unless it is in your care, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securelylocked room or building.



#### Business interruption clauses in full

Clause

6350.1

6350.1 Floating amount insured (Business interruption)

The cover under this section applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for each interruption to **your activities** however manylocations are affected.

#### Employers' liability clauses in full

Clause

3121.0

Employers LiabilityTracing Office (ELTO) – mandatory information required **You** must provide **us** with the following information for this section of the **policy** for each entity insured under this section of the **policy**:

- 1. Employername; and
- 2. Full address of employer including postcode; and
- 3. HMRC Employer Reference Number (ERN).

If any insured entitydoes not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold;

or

c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform us immediately of any changes to the above information.

#### Public and products liability clauses in full

Clause

6080.0

Firework and bonfire condition endorsement

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless you comply with all of the requirements below.

Whenever you are responsible for any firework or bonfire displays at the insured location, you must ensure that:

- 1. there is a written risk assessment in place for the proposed event; and
- the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and
- the relevant local authorities have been notified and permission for the event granted and you must also ensure that any requirements from the authorities are fully complied with; and
- 4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
- 5. fireworks are purchased from a reputable supplier and are not modified in any way; and
- 6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and
- there is appropriate first aid presence on site, in line with the risk assessment document; and
- 8. appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
- all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
- any bonfire is kept at least 25 metres awayfrom the firework displayarea and is not located within five metres of any trees, fencing or other combustible material; and
- any bonfire is kept at least 75 metres awayfrom any premises, car park or storage of any flammable or dangerous material; and
- 12. there will be no use of accelerants or other flammables on any bonfire; and



- 13. an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
- 14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

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

#### Internet and email clauses in full

Clause 257.0

Business performed in the past IE

We will not make any payment for any claim or loss which arises from any of your activities performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before 01/08/2020

#### Officials indemnity clauses in Full

Clause

705.4

Prior & pending litigation date

Prior & pending litigation date 01/08/2020

#### Commercial legal protection (DAS) clauses in full

Clause

524.0

Commercial legal protection

Legal Expenses - cover for up to £100,000 DAS legal advice line: Tel. 0117 933 0626

Please quote policyreference TS5/5997087 in all correspondence

For the purpose of Commercial Legal Protection, **We/Our** means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all

claims under that section.

#### Crisis containment: endorsements

9003.0

Crisis containment provider: Hill & Knowlton

Crisis line contact number (24 hours):

+44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider:

Hill & Knowlton

This contact number will go through to us during working hours, and will go directly to Hill & Knowlton outside of these bours

If you first become aware of a crisis outside of working hours, you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44(0) 1206 711796.

#### Business travel clauses in full

Clause

131.2

Travel country exclusions

We will not make any payment under this section for any trip to or in the following

countries:

Afghanistan Chad Chechnya

Congo (Democratic Republic)

Iraq Israel Ivory Coast Somalia

Sudan (South of latitude 10 degrees North & Darfur)



#### Clauses-applicable to the whole policy

#### Clause

603.0

Commercial assistance & legal advice helpline

Your Hiscoxpolicy gives you access to a general business advice line.

For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call +44 (0)870 050 3030.

#### Using your personal information

Hiscoxis a trading name of a number of Hiscoxcompanies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at <a href="mailto:dataprotectionofficer@hiscox.com">dataprotectionofficer@hiscox.com</a>

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at <a href="https://www.hiscox.co.uk/cookies-privacy">www.hiscox.co.uk/cookies-privacy</a>.

#### Long term agreement

As used in this endorsement:

a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.

b. Annual renewal date shall mean the following date: 1st August

c. Claims payments and costs shall mean the total of all:

i. claims and losses paid; and

ii. legal costs and expenses incurred; and

iii. new reserves and increases in reserves, during the preceding 12 months.

d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the policy during the preceding 12 months.

We and you agree that this policy is subject to a long term agreement beginning on 1st August 2021 and ending on 31st July 2024, provided that:

- 1. at each annual renewal date the total of all claims payments and costs does not exceed 40% of the income:
- 2. there are no changes to the material facts concerning your policy, and there are no changes to Insurance Premium Tax during the period of the long term agreement



#### INFORMATION ABOUT US

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

Name **Hiscox Underwriting Limited** 

Registered address 1 Great St. Helens

> London EC3A 6HX United Kingdom

Companyregistration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

#### Insurers

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

Name **Hiscox Insurance Company Limited** 

Registered address 1 Great St. Helens

London EC3A 6HX United Kingdom

Companyregistration Registered in England number 00070234

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and Prudential Regulation Authority

Name DAS Legal Expenses Insurance Company Limited

Registered address DAS House, Quay Side, Temple Back

Bristol **BS1 6NH** United Kingdom

Companyregistration Registered in England number 00103274

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and the Prudential Regulation Authority

**Broker Name** Came & Company Local Council Insurance is a trading name of Arthur J. Gallagher

Insurance Brokers Limited

Registered address Spectrum Building

7th Floor

55 Blythswood Street

Glasgow **G2 7AT** 

Companyregistration Registered in Scotland. CompanyNumber SC108909

Status Authorised and regulated by the Financial Conduct Authority



### **Policy Schedule**

**POLICY REFERENCE:** 

7341250

BINDING AUTHORITY REFERENCE:

B1179I268021000

THE POLICYHOLDER:

Forest Row Parish Council

**BUSINESS DESCRIPTION:** 

Council

**PRINCIPAL ADDRESS:** 

The Community Centre

Hartfield Road Forest Row East Sussex RH18 5DZ

THE INSURER:

Underwritten by certain underwriters at Lloyd's'

BROKER:

Came&Company

DATE OF PROPOSAL FORM:

22 July 2021

**PERIOD OF INSURANCE:** 

FROM: 01 August 2021

TO: 31 July 2022

Both days inclusive Local Standard Time at the Policyholder's Principal Address stated above in this

Schedule

LIMIT OF LIABILITY:

£250,000 This is the maximum amount the policy will pay including Defence Costs, irrespective of

the number of Claims, Losses, or Business Interruption Losses

£25,000 in respect of E-Theft Extension

RETENTION:

£1,000 in respect of Insuring Clauses 1.1, 1.2 and 1.4: (NIL in respect of Insuring Clause 1.3)

Waiting Period: 8 hours in respect of Insuring Clause 1.2

£500 in respect of E-Theft Extension

PREMIUM:

£285.00

**INSURANCE PREMIUM TAX:** 

£34.20

TOTAL:

£319.20

**POLICY WORDING:** 

Optimum Cyber Plus v3.0

RETROACTIVE DATE:

01 August 2020

LAW AND JURISDICTION:

This agreement is governed by the law of England and Wales and is subject to the jurisdiction of the

courts of England and Wales

TERRITORY:

Worldwide

**INCIDENT RESPONSE** 

PROVIDER (NOTIFICATION OF Crawford & Company - 0800 279 4214

CLAIMS):

#### **ENDORSEMENTS:**

Please refer to the endorsement library contained within the policy wording for the full text of the endorsement were only the title is shown.

#### 001: AMENDED GENERAL DEFINITION 2.2

#### **AMENDED GENERAL DEFINITION 2.2**

It is herby noted and agreed that General Definition 2.2 is deleted and replaced with the following:

Business Interruption Loss means the Insured's reasonable expenses necessary to maintain the operation, functionality or services of the Insured's business, as direct result of a Business Interruption Event but only:

- · (i) after the expiration of the Waiting Period, and
- (ii) until the date on which the Insured's business is restored to the same or equivalent condition, functionality and service that
  existed prior to the loss, however not exceeding 180 days from the date on which the outage, interruption or degradation
  commenced, such 180 day period not to be limited by the expiration of Period of Insurance;

Business Interruption Loss shall also include costs and expenses incurred to avoid mitigate the effects of a system outage or network interruption or degradation of the network, preserve evidence and/or substantiate the Insured's loss.

#### 002: FUNDS TRANSFER FRAUD/THEFT OF FUNDS HELD IN ESCROW ENDORSEMENT

The above policy is amended as follows. Words in bold have the meanings defined in the above policy,

1. The following provisions are inserted:

#### **NEW CLAUSE AT 1. INSURANCE COVER**

#### FUNDS TRANSFER FRAUD COVER

Retroactive date applicable to Fund Transfer Fraud and/or Third Party Escrow Theft cover:	As per main cover
Retention each and every Fund Transfer Fraud and/or Third Party Escrow Theft:	£500
Maximum aggregate sum the Insurer will pay in respect of any and all Funds Transfer Fraud(s) and Third Party Escrow Theft(s) under the policy:	£25,000

The sub-limit set out above shall be part of and not in addition to the Limit of Liability set out in the Schedule.

In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will indemnify the **Insured**, in excess of the applicable **Retention**, and up to the maximum aggregate sum above:

- (A) for any loss of funds or assets of the **Insured**, occurring on or after the above **Retroactive Date** which is validly notified to the Insurer during the **Period of Insurance** in compliance with the Policy terms, and which directly results from a **Funds Transfer Fraud**.
- (B) for any Loss arising from any Claim against the **insured** by any **Third Party** as a direct result of a **Third Party Escrow Theft** occurring on or after the above **Retroactive Date**, and which is validly notified to the Insurer during the **Period of Insurance** in compliance with the policy terms."

#### NEW CLAUSES AT 2. GENERAL DEFINITIONS

"Funds Transfer Fraud means the commission by any Third Party of:

- (i) any unauthorized electronic transfer of the Insured's funds from the Insured's computer system or network;
- (ii) theft of money or other financial assets from the Insured's bank by electronic means;
- theft of money or other financial assets from the Insured's corporate credit cards by electronic means;
- (iv) any fraudulent manipulation of electronic documentation whilst stored on the **Insured**'s computer system; and / or
- (v) any phishing, vishing or other social engineering attack against the **Insured** that results in the transfer of **Insured**'s funds to an unintended **Third Party**.

Third Party means any legal entity or natural person who is not an Insured.

Third Party Escrow Theft means the occurrence of any theft of money or other financial assets as a result of **Unauthorised**Access which is: (i) committed by electronic, telephonic, facsimile or written means; (ii) from an escrow account held by the **Insured** on behalf of a **Third Party**.

#### **NEW CLAUSE AT 3. GENERAL EXCLUSIONS**

"Any **Loss** or other financial losses in connection with cryptocurrencies are excluded from cover under the "FUNDS TRANSFER FRAUD" endorsement.

Any Loss arising from any Claim against the Insured by any Third Party as a direct result of a Third Party Escrow Theft where the Third Party Theft is perpetrated by a director or an officer of the Insured."

#### **NEW CLAUSE AT 4. GENERAL CONDITIONS**

It is a condition precedent to the **Insurer**'s liability in connection with any phishing, vishing or other social engineering attack against the **Insured** that results in the transfer of **Insured**'s funds to an unintended **Third Party** that the **Insured** will, on receipt of any new or altered instructions received for the transfer of money, credit, securities or other funds or property of value (including but not limited to instructions concerning bank account details) authenticate each transaction by:

- (i) calling the telephone number held on file for the Third Party purporting to provide the instruction; and
- (ii) receiving oral confirmation from the Third Party at that telephone number that the instructions are valid.
- 2. The definition of Claim at clause 2.3 is deleted and replaced by the following:

Optimum Speciality Risks is a trading name of Independent Broking Solutions Limited and is authorised and regulated by the Financial Conduct Authority (FCA) under company number 312026 Registered Office: Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex, CO5 9HE.

Registered in England and Wales No: 616849

"Claim means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the Insured seeking compensation or other legal remedy or penalty as a result of a Data Liability Event, Media Liability Event, Network Security Event or Third Party Escrow Theft."

3. All other terms and conditions to remain unchange

CL370: INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

LMA3100: SANCTION LIMITATION AND EXCLUSION CLAUSE

LSW1001: SEVERAL LIABILITY NOTICE INSURANCE

NMA464: WAR AND CIVIL WAR EXCLUSION CLAUSE

**TELEPHONE HACKING ENDORSEMENT** 

#### **INSURED DECLARATION:**

The Insured has confirmed the following information to the Insurer. It is important that the information is correct otherwise insurers may refuse a claim of cancel the policy:

Can you confirm that the proposer(s), or any partner, or any director, or any officer, have:-

Yes

- a) never been declared bankrupt or disqualified from being a company director
- b) no outstanding County Court Judgement(s) or Sheriff Court Decree(s)
- c) never been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986
- d) never been convicted or have any prosecutions pending or been given an official police caution, in respect of any criminal offence other than motoring offences
- e) never had any insurance proposal declined, renewal refused, had any special or increased terms applied or had insurance cancelled or avoided by Underwriters

Are all changes to vendor/client/customer contact and/or bank account details agreed in writing, confirmed and validated over the Yes telephone with the client/customer?

Does the insured receive confirmation that all requests for transfer of monies or other assets are authenticated with the recipient yes prior to execution over the telephone?

Does the Insured deploy commercial grade antivirus and firewalls across theire network? If No, you agree to install and use within Yes 30 days of policy inception the AVAST Antivirus for free available with this policy.

Does the insured password protect (or use biometrics) their operating systems and all portable media including, but not limited to Yes smartphones, tablets and memory sticks?

Does the Insured (or your outsource provider) back up critical data at least every 7 days? If not, you agree to install and use within Yes 30 days of inception date the Avast back-up available with this policy.

Has the Insured suffered any unplanned outage in the last 12 months that has lasted more than 4 hours?

If the Insured process or stores any credit or debit card information they are PCI Compliant?

Have you had any claims or incidents in the past 5 years that may have resulted in a claim if the policy had been in force?

In response to the recent DearCry Ransomware attack, has the insured has completed and 100% successfully installed the security patch released from Microsoft in March 2021 addressing the issues with Exchange Server 2013 / 2016 / 2019?

#### Signed by and on behalf of Optimum Speciality Risks:

Freddy Knight Optimum Speciality Risks 150 Minories, London, EC3N 1LS

Optimum Speciality Risk acts as agent of the Insurer in performing its duties under the Binding Authority, including binding cover and collecting premiums.

Optimum Speciality Risk is a trading name of Independent Broking Solutions Limited and is authorised and regulated by the Financial Conduct Authority (FCA) under company number 312026 Registered Office: Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex, CO5 9HE. Registered in England and Wales No: 616849

Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Office: One Lime Street, London, EC3M 7HA.

## **FOREST ROW PARISH COUNCIL**

### DATES OF MEETINGS 2022/23

All meetings held on Tuesday at 7.30pm except Planning that is normally held via Zoom on Mondays at 7.00pm.

Please ensure that the following dates are in your diaries.

PLANNING	16 MAY 2022	6 & 27 JUNE 2022	18 JULY 2022	8 & 30 AUG 2022	19 SEPT 2021	10 & 31 OCT 2022	21 NOV 2022	12 DEC 2022	9 & 30 JAN 2023	20 FEB 2023	13 MAD 2023	C202 (10) C1	3 & 24 APR 2023		
PROPERTY & ASSETS	21 JUNE 2022	15 NOV 2022	21 MAR 2023				COMMUNITY	14 JUNE 2022	13 SEPT 2022		29 NOV 2022	14 FEB 2023			
AMENITIES 8	SERVICES	7 JUNE 2022	27 SEPT 2022	8 NOV 2022	28 MAR 2023		PERSONNEL					ONITED MEDIUS			
FINANCE & POLICY AMENITIES &	26 JULY 2022	22 NOVEMBER 2022	24 JANUARY 2023	14 MARCH 2023	28 MAR 2023		PERSONNEL						ANNOAL GENERAL MEETING ANNOAL PARISH MEETING	ТВА	

03 MAY 2022

# Forest Row Parish Council – DATES OF MEETINGS 2022/2023

All meetings held on Tuesday at 7.30pm except Planning that is normally on Mondays at 7.00pm

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Community Service

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10 Feb 2022

### Report of the Wealden Parish Independent Remuneration Panel on Town and Parish Councillor Allowances for 2022/2023

### Introduction

1. This is the report of the Parish Independent Remuneration Panel for 2022/23. The Panel is established by Wealden District Council under Regulation 27 of the Local Authorities (Members' Allowances) (England) Regulations 2003, for the Town and Parish Councils in its area (full list of Town and Parish Councils to which the report applies is attached at Appendix A).

### Summary

- 2. The Panel recommends:
  - a) That allowances should be paid in accordance with three bands, Levels 1 to 3 as defined in Appendix A;
  - b) That there be a 3% increase to all Basic and Chairman's Allowances rounded to the nearest pound.

2022/23	LEVEL 1	LEVEL 2	LEVEL 3
Basic Allowance	£175	£434	£1,384
Chairman's Allowance	£303	£682	£1,912

- c) That the policy to fix Travelling Allowances in line with HM Revenue & Customs 'Approved Mileage Allowance Payment' rates be re-affirmed;
- d) Subsistence Allowance the following allowances for Councillors to apply:

Breakfast	£6.50	When away from home on approved Council business before 8 a.m.
Lunch	£8.50	When away from home on approved Council business between 12 noon and 2 p.m.
Evening Meal	£15.00	When away from home on approved Council business after 7 p.m.

All claims must be accompanied by a valid receipt and payment is subject to Councillors signing to say they have actually and necessarily incurred the amount being claimed.

- i. Subsistence for Overnight absence Other than London or specified conferences £85.
- ii. Subsistence for Overnight absence In London or specified conferences £95.
- e) That the recommendations set out above are all proposed for implementation at the commencement of the financial year 2022/23. However, Town and Parish Councils can choose the extent to which they wish to implement these allowances; and
- f) The Panel notes with regret that it is still not possible under the current legislation to recommend a Carers' Allowance for Parish/ Town Councillors, but would wish for all Parish and Town Councils to consider adopting a basic allowance to enable Parish/Town Councillors to use this to cover care costs where need be to attend meetings.

### Membership of Panel and Meetings

3. The Panel consists of three members – Mr Edward Stone (Chairman), Mr Stephen Hallam and Mr Clive Mills.

4. The Panel met on Friday 5 November 2021. The Panel subsequently dealt with the preparation of this report through discussions by email.

### **Panel Remit**

- 5. The Panel produces a report in relation to the members of the town and parish councils for which the Wealden District Council is the responsible authority and in respect of which it is established, making recommendations, in accordance with the provisions of regulation 29 of the Local Authorities (Members' Allowances) (England) Regulations 2003 as to:
  - a) the amount of parish basic allowance payable to members of such town and parish councils;
  - b) the amount of travelling and subsistence allowance payable to members of such town and parish councils;
  - c) whether parish basic allowance should be payable only to the Mayor or Chairman of any such town and parish council or to all of its members;
  - d) whether, if parish basic allowance should be payable to both the Mayor or Chairman and the other members of any such town and parish council, the allowance payable to the Mayor or Chairman should be set at a level higher than that payable to the other members, and, if so, the higher amount so payable (Chairman's Allowance); and
  - e) the responsibilities or duties in respect of which members should receive parish travelling and subsistence allowance.

### Parish Basic and Chairman's Allowances

- 6. As in previous years, the Panel has examined available data in order to assist in determination of a recommendation on parish/town council basic allowance and whether it should be payable to both the Mayor or Chairman and the other elected members of a town or parish council.
- 7. The Panel has considered last year's report to Town and Parish Councils recommending allowances for 2021/22.
- 8. The Clerk to the Panel had invited all Town and Parish Councillors, via the clerks, to provide any comments on the allowance scheme. Eight Parish/Town clerks responded on behalf of their council, and twelve Parish/Town Councillors responded individually. A summary is set out below:
  - The majority of Parish/Town Councils that responded had chosen not to operate a remuneration scheme.
  - The Basic Allowance is sufficient, and the Chairman's Allowance and Travelling and Subsistence Allowances are appropriate.
  - The allowance should cover costs for things like caring for dependents, travel, etc.
  - The Basic Allowance should be enough to attract a wide range of people, particularly those of working age.
  - Co-opted Councillors should qualify for the same allowances as elected colleagues.
  - It was felt important to keep the scheme and that it should be made known when advertising vacancies to encourage more financially challenged individuals to feel included in the application process.
  - The difference in allowance between a Level 1 and a Level 3 council is vast and perhaps this should be looked at, regardless of precept or council size, as the work and councillor input is not as disproportionate as the pay is suggesting.
  - The Members' allowance should have no bearing on the decision to stand as councillor - the reasons are to represent and to support the parish.

- Most communication these days is carried out via email rather than post so
  there is no expense incurred. Most people these days have a mobile phone
  contract that covers everyday phone calls, therefore expenses should be the
  exception rather than the rule (i.e for Councillors who do not have an internet
  connection or a suitable mobile phone contract).
- Councillors have to pay for phone and broadband anyway so there are almost no expenses incurred. The travel allowances are sufficient.
- With regard to the subsistence allowance, Councillors should take a packed lunch with them wherever possible.
- Expenses aren't justified and there shouldn't be any increase in the current year.
- The current allowance is not sufficient to cover expenses and councillors in some situations would need to subsidise expenditure from their income (e.g pension), particularly if Councillors are expected to serve on more than one committee.
- The basic allowance does not reimburse for the cost of carrying out this role, thus deterring those who may have the experience and expertise for the job.
- At a time of severe pay restraint for public sector employees, and the hardships faced by many working people following the protracted disruption to many working lives as a result of the pandemic, increasing any of the allowances paid to Councillors would be inappropriate.
- 9. In response to the feedback, the Panel felt that it was important to remind all Councillors that this was an Allowance Scheme, not a salary, and therefore not intended to compensate the number of hours worked, nor reimburse for the effort they put in.
- 10. The Panel is aware that it is common practice to co-opt Parish Councillors to vacancies and acknowledged the responses to the survey that allowances should be given to coopted members, but confirmed that this was not allowed under the Regulations.
- 11. In addition, the comments received about the absence of a Cares' Allowance were noted by the Panel. The Panel reiterated that, under the current regulations, no such allowance was payable. However the Panel acknowledged that an anomaly did exist with respect to Town and Parish Councils but it was outside their terms of reference to adjust this. This was a matter for the Town and Parish Councils to address themselves.
- 12. The Panel emphasised that it is keen to see all Parish and Town Councils adopt a scheme of some sort, even if it is normal practice not to claim. This is to ensure that no potential candidate should be put off standing due to the costs of working as a local councillor, and to ensure that Parish and Town Councillors could choose to claim an allowance should they need to do so.
- 13. With regard to the comment about the vast difference between the Basic Allowance for a Level 1 and Level 3 council, the Panel confirmed that the size of the council determined the allowance; however parish/town councils could make their own decisions based on their precept.
- 14. Following discussion, the Panel <u>recommends</u> that a 3% increase in all the basic allowances for levels 1-3 is appropriate, rounded to the nearest £1. This is in line with the Panel's recommendations for Wealden District Council.
- 15. Regulation 29(2) requires that recommendations be expressed not only in cash terms but also as a percentage of the amount recommended by the Independent Remuneration Panel as the Basic Allowance for Wealden District Councillors. The Panel is recommending that the allowance is increased for District Councillors to £4,870 per annum for the financial year 2022/23. Based on that figure, the percentages have been incorporated into the attached Appendix A.

### Chairman's Allowance

16.As indicated in previous reports, individual Town and Parish Councils are free to decide whether an allowance should be payable only to the Mayor or Chairman and/or

to all of its members. The Chairman's Allowance, as recommended by this report, is intended to be paid as a substitute for the Basic Allowance rather than in addition to it, but this is at the discretion of each Town and Parish Council.

- 17. Town and Parish Councils are reminded that the Chairman's Allowance (again detailed in the attached Appendix A) is an allowance personal to the Parish/Town Councillor elected Mayor or Chairman. It is entirely separate to the allowance under the Local Government Act 1972, Sections 15(5) and 35(5), which is payable as the Parish/Town Council thinks fit to reasonably meet the expenses of the office of Mayor or Chairman.
- 18. The Panel <u>recommends</u> an increase to all Chairman's Allowances in Levels 1 to 3 on the same basis as increases to Parish/Town Council Basic Allowances, as detailed in Appendix A attached.

### **Travelling Allowance**

- 19. The Panel wanted to clarify that under Regulation 26, Town and Parish Councils may pay travelling and subsistence allowances, including an allowance in respect of travel by bicycle or by any other non-motorised form of transport, undertaken or incurred in connection with the performance of any duty within one or more of the categories set out in that Regulation. This also includes provision for encouraging car sharing.
- 20. Councillors can receive up to a tax-free approved amount when using their own vehicles in carrying out their duties. These payments are known as Approved Mileage Allowance Payments (AMAP), and as from 6 April 2011 the following rules apply:

Car or Van – 45p per mile for the first 10,000 miles and 25p per mile thereafter;

Motor Cycle - 24p per mile (all miles);

Cycle - 20p per mile (all miles); and

A 5 pence per mile per passenger supplement for up to four passengers.

- 21. The Panel confirmed that the Travelling Allowance was in accordance with the official rates published by HM Revenue and Customs and used by the majority of other councils. It was noted that anything paid above this amount would be subject to taxation and would require tax forms to be completed
- 22. The Panel recommends that travelling allowances continue to be paid in line with the HM Revenue & Customs 'Approved Mileage Allowances Payments' (AMAP). The Panel observed that there was no mention of claims for other travel costs within the Allowance Scheme, such as public transport and taxis. It was suggested that this category be included and reimbursed in full, subject to the Council's approval.
- 23. The Panel <u>recommends</u> that the policy to fix Travelling Allowances in line with AMAP be re-affirmed.

### **Subsistence Allowance**

24. The Panel <u>recommends</u> that the current level of subsistence rates for 2022/23 be amended to increase the evening meal allowance and remove the reference to a tea allowance, as follows:

Breakfast	£6.50	When away from home on approved Parish/ Town Council business before 8 am.
Lunch	£8.50	When away from home on approved Parish/ Town Council business between 12 noon and 2 pm.
Evening Meal	£15.00	When away from home on approved Parish/ Town Council business after 7 pm.

- In addition, subsistence for overnight absence other than London or specified conferences should remain at £85, and for London or specified conferences should be £95.00.
- 25. It was confirmed that payment should still be subject to Parish/ Town Councillors certifying that they had actually and necessarily incurred the amount being claimed. The Panel commented that subsistence allowance was a 'top up' on the amount it would cost a councillor to eat at home.

### **Co-opted Members**

26. As set out above, under the relevant legislation co-opted members of Town and Parish Councils are not eligible to be paid Parish/Town Council Basic Allowances nor Chairman's Allowances, but may claim Travelling and Subsistence Allowances. It is not in the Panel's remit to make any recommendations that this change.

### **Communication of Allowances**

- 27. On receipt of this report, Town and Parish Councils must advertise receipt of the report in line with Regulation 30 (2003 Regulations).
- 28. In setting the levels of allowances, Town and Parish Councils must show they have regard to the IRP's recommendations, but it is entirely up to each Town and Parish Council what scheme of allowances is adopted. The Panel has expressed its preference that an allowance scheme is adopted by all Councils, even if not claimed by individual Councillors. When adopting a scheme, Parish and Town Councils must under the Regulations publish its scheme by public notice.

### Other Business

- 29. The Panel did not consider that it was appropriate to make a recommendation for more than one year.
- 30. The Panel would like to express its thanks to the Parish and Town Councils and Officers who had assisted it in its work and the preparation of this report.

Edward Stone Chairman

Dated: 15 November 2021

Appendix A

				Apper
	LEVEL1	LEVEL2	LEVEL3	
Basic Allowance	£175	£434	£1,384	
Chairman's Allowance	£ 303	£682	£ 1,912	
PARISH	No. of Clirs	Maximum Basic Allowance	Maximum Chairman's Allowance	% of Recommended District Basic Allowance
Level 1				
Alciston	n/a	n/a	n/a	n/a
Little Horsted	n/a	n/a	n/a	n/a
Selmeston	n/a	n/a	n/a	n/a
<b>Cuckmere Valley</b>	7	£175	£303	3.59%
Berwick	7	£175	£303	3.59%
Wartling	7	£175	£303	3.59%
Long Man	7	£175	£303	3.59%
Hooe	7	£175	£303	3.59%
Arlington	7	£175	£303	3.59%
Laughton	7	£175	£303	3.59%
Isfield	7	£175	£303	3.59%
Chiddingly	9	£175	£303	3.59%
Hellingly	15	£175	£303	3.59%
<b>Hadlow Down</b>	7	£175	£303	3.59%
Fletching	9	£175	£303	3.59%
Warbleton	11	£175	£303	3.59%
Frant	11	£175	£303	3.59%
Alfriston	7	£175	£303	3.59%
East Hoathly/Halland	9	£175	£303	3.59%
Chalvington/Ripe	7	£175	£303	3.59%
Horam	11	£175	£303	3.59%
East Dean/Friston	9	£175	£303	3.59%
Framfield	11	£175	£303	3.59%
Hartfield	13	£175	£303	3.59%
Ninfield	9	£175	£303	3.59%
Danehill	9	£175	£303	3.59%
Buxted	15	£175	£303	3.59%
Withyham	13	£175	£303	3.59%
Herstmonceux	11	£175	£303	3.59%
Mayfield/ Five Ashes	15	£175	£303	3.59%
Maresfield	14	£175	£303	3.59%
Rotherfield	13	£175	£303	3.59%
Westham	13	£175	£303	3.59%
Pevensey	13	£175	£303	3.59%
Wadhurst	15	£175	£303	3.59%
Level 2				
Forest Row	15	£434	£682	8.91%

Willingdon/Jevington	19	£434	£682	8.91%
Polegate	15	£434	£682	8.91%
Heathfield/Waldron	21	£434	£682	8.91%
Level 3				
Hailsham	24	£1,384	£1,912	28.42%
Uckfield	15	£1,384	£1,912	28.42%
Crowborough	16	£1,384	£1,912	28.42%

### **ANNUAL SUBSCRIPTIONS**

Action in Rural Sussex (AiRS)	£ 50.00
Ashdown Forest Tourist Association (AFTA)	£ 160.00
Ashdown (Holtye) CPD Ltd (H & S)	£ 1092.00
Council HR & Governance Support	£ 960.00
Institute of Cemetery & Crematorium Management (ICCM)	£ 95.00
Gatwick Area Conservation Campaign (GACC)	£ 10.00
National Association of British Market Authorities (NABMA)	£ 384.00
National Association of Local Councils (NALC)	£ 290.57
East Sussex Association of Local Councils (ESALC)	£ 1662.40
Society of Local Council Clerks (SLCC)	£ 327.00
Wealden Association of Local Councils (WealdAC)	£ 30.00

### LIST OF DIRECT DEBIT INSTRUCTIONS AS AT 10<sup>TH</sup> MAY 2022

O2 COMMUNITY WARDEN PHONE

O2 YOUTH SUPERVISOR PHONE

BARCLAYCARD TERMINAL RENT

ALLSTAR BUSINESS SOLUTIONS OUTDOOR MAINTENANCE FUEL

BT PAYMENT SERVICES TELECOMMUNICATIONS

BIFFA WASTE SERVICES LTD WASTE DISPOSAL

FOCUS HELPLINE

EFD ENERGY STREELIGHT POWER

TELECOMS WORLD PLC 0800 NUMBER

CORONA ENERGY RETAIL COMMUNITY CENTRE GAS

BRITISH GAS LITE COMMUNITY CENTRE ELECTRICITY

UK CRBS SECURITY CHECKS

SIEMENS FINANCIAL SERVICES DRINKS MACHINE LEASE

APOGEE PRINTER SUPPORT/SUPPLIES

PAS UTPL CREDIT CARD MACHINE CHARGES

### **BANK SIGNATORIES AS AT MAY 2021**

### **UNITY TRUST CHEQUE SIGNATORIES**

Cllr. V Hill

Cllr. J Josephson

Cllr. R Lewin

Cllr. T Lewin

Clir. J Wogan

Mr D O'Driscoll Mrs C Coomber

### **UNITY TRUST INTERNET BANKING**

Cllr. V Hill

Cllr. Josephson

Cllr. R Lewin

Cllr. T Lewin

Cllr. Waters

Mr D O'Driscoll

Mrs C Coomber

### **ANNUAL MEETING OF COUNCIL 2022**

### **NOTE ON RESERVES BUDGET**

As previously noted, the reserves budget cannot be settled at the same time as the revenue budget, as it is derived from the end-of-year figures, which give the actual sums available in the Council's accounts on 31st March.

This year, the end-of-year accounting process took place on 21<sup>st</sup> April. A copy of the final balance sheet is attached. This shows that all the funds in the council's accounts on 31<sup>st</sup> March amounted to a few hundred pounds short of £320,000.

If, hypothetically, the revenue budget had balanced exactly (ie both income & expenditure @ 100% of forecast), there would have been a final cash balance of approximately £275,000. In practice, income was in excess of forecast at 105.7% and expenditure less @ 79.2%, resulting in an overall surplus of approximately £45,000. The resultant total referred to above therefore remains for allocation to the reserves.

Attached is a spreadsheet showing the movement of reserves from 2020-21 to the present (including a pre-end-of-year forecast for 2022-23).

### My proposals are as follows:

- The general reserve should be not less than £200,000. With the auditor's approval, we have maintained it at £180,000 for the past two years but as budgeted expenditure has risen, £200,000 would now be more appropriate.
- CIL money has to be counted into the total funds but is essentially a separate entity.
- The nominated reserves for car club/ cycle hire/ VENUe equipment/ website can now be deleted as having served their purpose.
- The PWLB loan repayment should be incorporated as a new nominated reserve (in accordance with the note on the revenue budget previously circulated). This needs to be not less than £11,500 (being the annual repayment on £100,000): it could be increased if further capital borrowing is envisaged.
- The Community Centre refurbishment reserve should be increased by at least the amount required to fund replacement 'Crittal' windows (now likely to be approx. £20,000).
- The playpark reserve (likely to be called on in about 2025) *could* be increased by a further £10.000.
- The elections reserve may need to be increased if a functioning by-election is called to replace Cllr McNally.
- Any balance will fall into general reserve, unless Members have any proposal for an additional nominated reserve.

In summary, given a minimum general reserve of £200,000 and a CIL balance of £10,000, a maximum of £110,000 remains for potential allocation to nominated reserves. If Members have specific proposals, it would be appreciated if these could be disclosed *before* the Annual Meeting.

FRPC RESERVES FOR 2021-22/ 2022-2023

	Required 2020-21	Actual 2020-21	Projected 2021-2022	Actual 2021-2022	Projected Ac 2022-2023 20	ctual 2022 )23
General:	165,000	180,000	180,000	202,000	200,000	200,000
Nominated:						
Car club	2,500	2,500	0	n/a	n/a n/	'a
Cycle hire	120				n/a n/	
Playground	15,000	18,000	20,000	20,000	20,000	30,000
Highway match	2,000	2,000	2,000	2,000	2,000	2,000
Elections	1,000	1,000	1,000	1,000	1,000	1,000
Cemetery land	25,000	28,000	30,000	30,000	30,000	30,000
CC refurb	3,000	3,000	3,000	3,000	3,000	23,000
Votg non-youth	-	<b>34</b> 7		n/a	n/a n/	'a
Website	3,000	3,000	0	n/a	n/a n/	'a
Devolved services	5,000	5,000	5,000	5,000	5,000	5,000
Repayment PWLB					11,500	11,500
sub-total nominated	56,500	62,500	61,000	61,000	72,500	102,500
TOTAL	221,500	242,500	241,000		272,500	302,500

Notes: CIL monies carried over (currently £10,084) are additional to the above