

# Forest Row Parish Council

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



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

To: All members of FOREST ROW PARISH COUNCIL:  
Cllrs. Eichner (Chairman), Christie, Cocks, Evans,  
Gilbert, Hugo, Jaffay, La Djoï, Lewin, Rainbow,  
Scott, Summers, Taylor-Smith, Volkers & Waters

Community Centre  
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Dear Sir/Madam,  
Your attendance is required at the Annual Meeting of  
the FOREST ROW PARISH COUNCIL to be held on  
**TUESDAY 21st MAY 2024** in the Garden Room of the  
Community Centre at **7.30PM.**

Date: 15 May 2024

A handwritten signature in black ink, appearing to read 'David O'Driscoll'.

Mr David O'Driscoll  
Clerk to Forest Row Parish Council

THE FIRST FIFTEEN MINUTES ARE AVAILABLE FOR QUESTIONS AND REMARKS FROM THE PUBLIC. MEMBERS OF THE PUBLIC ARE WELCOME TO STAY AND ADD QUESTIONS OR COMMENTS ON THE AGENDA ITEMS, AT THE DISCRETION OF THE CHAIR OF THE MEETING

## AGENDA

1. TO ELECT THE CHAIRMAN FOR THE COMING YEAR (AND SIGN THE DECLARATION OF ACCEPTANCE OF OFFICE)
2. TO ELECT THE VICE-CHAIR OF COUNCIL FOR THE COMING YEAR
3. TO RECEIVE APOLOGIES FOR ABSENCE
4. TO RECEIVE ANY DECLARATIONS OF INTEREST & WRITTEN REQUESTS FOR DISPENSATION IN RESPECT OF DISCLOSABLE PECUNIARY INTERESTS
5. TO POSTPONE CONSIDERATION OF RECORDS OF THE PREVIOUS MEETING
6. TO CHANGE THE DESIGNATION IN ALL COUNCIL POLICIES INCLUDING JOB DESCRIPTION FROM 'ASSISTANT CLERK' TO 'DEPUTY CLERK'.
7. TO APPROVE & ADOPT THE COMMITTEE STRUCTURE & SCHEME OF DELEGATION
8. TO CONFIRM THE CURRENT COUNCIL WORKING GROUPS
9. TO APPOINT MEMBERS TO THE STANDING COMMITTEES & THE PLANNING GROUP
10. TO APPROVE STANDING ORDERS (2023 VERSION)
11. TO APPROVE FINANCIAL REGULATIONS (2020 VERSION)
12. TO AFFIRM ADHERENCE TO THE MODEL CODE OF CONDUCT
13. TO APPROVE STANDING POLICIES (as per list supplied)
14. TO REAFFIRM THE GENERAL POWER OF COMPETENCE
15. TO FORMALLY SIGN AND AFFIRM THE CIVILITY & RESPECT PLEDGE
16. TO APPOINT REPRESENTATIVES TO OUTSIDE BODIES
17. TO APPOINT A DESIGNATED SAFEGUARDING OFFICER
18. TO APPOINT THE INTERNAL AUDITOR
19. TO APPROVE THE ASSET REGISTER
20. TO APPROVE THE INSURANCE SCHEDULE
21. TO APPROVE THE SCHEDULE OF MEETINGS FOR THE COMING YEAR

22. TO CONFIRM RE MEMBERS' & CHAIRMAN'S ALLOWANCES FOR THE COMING YEAR
23. TO CONFIRM SUBSCRIPTIONS
24. TO CONFIRM THE SCHEDULE OF DIRECT DEBITS
25. TO CONFIRM THE MILEAGE ALLOWANCE
26. TO DEFER CONSIDERATION OF THE BANK ACCOUNT SIGNATORIES
27. TO NOTE AND APPROVE THE RESERVES BUDGET FOR 2024-25

*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.*

28. TO CONFIRM STAFF TERMS AND CONDITIONS (AS SUPPLIED CONFIDENTIALLY TO MEMBERS)

## ANNUAL MEETING OF COUNCIL

### BACKING PAPERS FOR 21<sup>st</sup> MAY 2024

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**COUNCILLORS' BRIEFING FOR THE  
ANNUAL MEETING OF THE COUNCIL 21<sup>st</sup> MAY 2024**

(\*\* denotes an attachment supplied)

<p><b>1. TO ELECT THE CHAIR FOR THE COMING YEAR (AND SIGN THE DECLARATION OF ACCEPTANCE OF OFFICE)</b> 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.</p> <p><b>2. TO ELECT THE VICE-CHAIR OF COUNCIL FOR THE COMING YEAR</b></p> <p><b>3. APOLOGIES FOR ABSENCE</b></p> <p><b>4. DECLARATIONS OF INTEREST &amp; WRITTEN REQUESTS FOR DISPENSATION IN RESPECT OF DISCLOSABLE PECUNIARY INTERESTS</b> This is relevant to any DPI which might be of <u>general</u> application to Council business, particularly in respect of land interests or employment/business. If in doubt please refer to Table 1 attached to the Code of Conduct.</p> <p><b>5. TO POSTPONE CONSIDERATION OF RECORDS OF THE PREVIOUS MEETING</b></p> <p><b>6. TO CHANGE THE DESIGNATION IN ALL COUNCIL POLICIES (INCL JOB DESCRIPTION) FROM 'ASSISTANT CLERK' TO 'DEPUTY CLERK'</b> It is important that in the event of the Clerk's absence there is someone who can discharge the legal &amp; financial duties of the 'Proper Officer'. An objection was previously raised that the job title 'Assistant Clerk' did not confer this authority. This change of title is proposed to remove any ambiguity..</p> <p><b>7. TO APPROVE AND ADOPT THE COMMITTEE STRUCTURE AND SCHEME OF DELEGATION **</b> There was discussion at the inception of this Council as to whether a different Committee structure might better serve its ethos. To date, this has not been pursued and at the meeting 6<sup>th</sup> June 2023, Council voted in favour of four Standing Committees: Finance &amp; Policy/ Personnel &amp; Grievance/ Community Services/ Facilities (an amalgamation of the former Property &amp; Amenities Committees). Unless there are <i>firm</i> proposals for an alternative structure, Council is invited to approve the current arrangements. The Scheme of Delegation was amended and approved following the same 6<sup>th</sup> June meeting. Council is invited to adopt that version once again.</p> <p><b>8. TO CONFIRM THE CURRENT COUNCIL WORKING GROUPS</b> This Council has made an innovative and fruitful use of semi-permanent working groups to engage the community and further its projects. They are currently: Planning/ Comms &amp; Outreach/ Discovery/ Shed Project/ Youth Forum (with a revival of the Christmas Event group). Council is invited to confirm the status of these as 'official' working groups.</p>	<p>Local Government Act (LGA) 1972, sect 15</p> <p>LGA 1972, sect 117</p> <p>Standing Orders (S/O 4 a-d)</p> <p>Standing Order 4(f) &amp; Scheme of Delegation 8</p>
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**9. TO APPOINT MEMBERS TO THE STANDING COMMITTEES & THE PLANNING GROUP FOR THE COMING YEAR**

- Finance & Policy: 8 members (plus Council Chair & Vice-chair)
- Personnel & Grievance: 4 members
- Community Services: 8 members (plus Council Chair & Vice-chair)
- Facilities: 8 members (plus Council Chair & Vice-chair)
- Planning Group: 8 members

Members are invited to volunteer for those Committees (and the Planning Group) in which they have specific interests: in the event of a surplus of volunteers, the membership may be resolved by agreement, or a ballot if necessary.

Note: following a vote on 6<sup>th</sup> June 2023, the Committees & Planning group now choose their Chairs & Vice-chairs at their first meeting after this one.

**10. TO APPROVE STANDING ORDERS \*\***

Council is invited to approve last year's amended version of Standing Orders (annotated copy available for inspection in the office).

**11. TO APPROVE THE FINANCIAL REGULATIONS**

The Financial Regs (issued by NALC) now in force were extensively reviewed in 2020. A new version was promised in the Spring of this year but has only been published at the beginning of May. There will not be time to go through them before the meeting, so Council is invited to re-adopt the 2020 version, and the new Regs will be submitted for approval at a future meeting.

**12. TO AFFIRM ADHERENCE TO THE MODEL CODE OF CONDUCT**

**13. TO APPROVE STANDING POLICIES \*\***

The 2020 revised Code of Conduct and the Council's standing policies were approved without further amendment last year. With the exception of the signage policy, no one has raised concerns during the past year, and Council is invited to approve the policies for this coming year. **If anyone has a specific point to make on a policy, which they consider should be dealt with at *this* meeting, please advise with enough notice to allow for possible re-drafting.**

As regards items nos.10-13, I am afraid it is not economic to send out hard copy of all documents to all Members. Even a full digital copy is likely to clog up your inboxes to an unacceptable degree. I therefore propose to compromise by sending out digital copies of the current Standing Orders and Scheme of Delegation, and a list of standing policies. If you want digital copies of the Financial Regs, Code of Conduct or policies in the list, please ask the office. There is also a master hard copy file of policy documents available for inspection in the office.

Scheme of Delegation 4 & 5

<p><b>14. TO REAFFIRM THE GENERAL POWER OF COMPETENCE</b>  The Council re-adopted the General Power of Competence at the 'relevant meeting' in May 2023 (minute no. C53/23)  Reaffirmation is not strictly necessary, since the GPC only has to be formally re-adopted in an election year, but an annual restatement of commitment is nevertheless helpful. We still fulfil all the eligibility criteria.</p> <p><b>15. TO FORMALLY SIGN AND AFFIRM THE CIVILITY &amp; RESPECT PLEDGE **</b>  Council voted to adopt the 'Civility &amp; Respect Pledge' at its meeting on 20<sup>th</sup> February this year (minute no. C32/24). We now have the certificate, which the Chair should sign on behalf of the Council, and which will be put on display in the office.</p> <p><b>16. TO APPOINT REPRESENTATIVES TO OUTSIDE BODIES **</b> - current list attached.</p> <p><b>17. TO APPOINT A DESIGNATED SAFEGUARDING OFFICER</b> - this has customarily been the Clerk.</p> <p><b>18. TO APPOINT THE INTERNAL AUDITOR</b> - Mulberry &amp; Co have now discharged this function for eight years and the firm remains extremely effective (although the identity of our individual auditor has changed this year). It is proposed that this appointment be confirmed.</p> <p><b>19. TO APPROVE THE ASSET REGISTER</b>  The asset register (ie the 'true value' register, as distinct from the formal list provided for the Annual Return) has been subject to revision this year as the 'added percentage per year' is now out of kilter with the true values. The buildings were revalued on 24<sup>th</sup> April by a specialist firm, and their report is attached. All other assets are being valued by professional inventory clerks on 16<sup>th</sup> May, and their schedule will be copied to Council as soon as it is ready.</p> <p><b>20. TO APPROVE THE INSURANCE SCHEDULE **</b>  The current schedule is attached. We are in the final year of a long-term agreement, and I am currently assembling quotes for next year. The schedule for approval is the current one, as attached.</p> <p><b>21. TO APPROVE THE SCHEDULE OF MEETINGS FOR THE COMING YEAR **</b>  The proposed schedule for the coming year is attached.</p> <p><b>22. TO CONFIRM ALLOWANCES FOR THE COMING YEAR **</b>  The new allocations for 2024-25 for a Level 2 parish (see attached report) are £447 (Members) &amp; £702 (Chairman). Six Members currently take their allowance.</p> <p><b>23. TO CONFIRM SUBSCRIPTIONS **</b>– current schedule attached.</p> <p><b>24. TO APPROVE THE SCHEDULE OF DIRECT DEBITS **</b>- schedule attached.</p> <p><b>25. TO CONFIRM THE MILEAGE ALLOWANCE</b> - HMRC continue to fix the non-taxable rate at 45p/mile.</p>	<p>SI 2012/965 reg 1(2)</p> <p>Children Act 2004 sect. 11</p>
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**26. TO DEFER CONSIDERATION OF THE BANK ACCOUNT SIGNATORIES**

This is likely to change shortly, so the current signatories will continue until changes are made.

**27. TO NOTE AND APPROVE THE RESERVES BUDGET FOR 2024-25.\*\***

The position with the reserves is as follows:

- A copy of the reserves policy is attached for guidance.
- I also attach a spreadsheet showing the relevant figures as explained below
- The reserves are basically the allocation of whatever monies remain after the annual accounts are completed.
- Last year (2023-24) the balance was £316,533, allowing for a nominal general reserve of £200K and the nominated reserves, as shown on the spreadsheet highlighted in pink.
- If we had come in on budget, the planned reserves were as shown highlighted in yellow, importing a top-up from the precept of £50K.
- However, for various reasons we ended the year with a deficit on the revenue account of just over £34K.
- Erring on the side of caution, I have factored this deficit into the actual reserves budget for this year, shown highlighted in green. That has meant a small but acceptable reduction in general reserve, and the effective removal of the 'highway match' and the 'devolved services' reserves -which will now have to be funded otherwise if the need arises.

**28. TO CONFIRM STAFF TERMS AND CONDITIONS \*\***

The terms and conditions are updated to show the existing pay scales. No agreement has been reached between the employers and unions for the current year.

[PLEASE NOTE THAT THIS ATTACHMENT CONTAINS INDIVIDUAL SALARY DETAILS AND IS STRICTLY CONFIDENTIAL. PLEASE DO NOT SHARE THE DOCUMENTS OR ITS CONTENTS WITH ANY THIRD PARTIES, OR LEAVE THE PAPERS WHERE THEY MIGHT BE SEEN BY OTHERS].



## FOREST ROW PARISH COUNCIL SCHEME OF DELEGATION

**This Scheme of Delegation authorises the Proper Officer and Responsible Financial Officer (which may be one and the same person), Committees and Sub-committees and Working Groups of the Council to act with delegated authority in the specific circumstances detailed.**

### **1. PROPER OFFICER DUTIES & POWERS**

1.1 The Parish Clerk shall be the Proper Officer of the Council [The Council shall appoint appropriate staff member(s) to undertake the work of the Proper Officer when the Proper Officer is absent, and for the avoidance of doubt this shall in normal circumstances be the Deputy Clerk].

and as such is specifically authorised to:

- 1.1.1 Receive declarations of acceptance of office;
- 1.1.2 Receive and record notices disclosing interests at meetings;
- 1.1.3 Receive and retain plans and documents;
- 1.1.4 Sign Notices or other documents on behalf of the Council;
- 1.1.5 Receive copies of By-laws made by another local authority;
- 1.1.6 Certify copies of By-laws made by the Council;
- 1.1.7 Sign and issue summonses to attend meetings of the Council.
- 1.1.8 Keep proper records for all Council Meeting
- 1.1.9 Notify the Returning Officer of any casual vacancies and liaise with him regarding the conduct of elections

1.2 In addition, the Parish Clerk has the delegated authority to undertake the following matters on behalf of the Council:

- 1.2.1 The day-to-day administration of services, together with routine inspection and control.
- 1.2.2 Day to day supervision and control of all staff employed by the Council.
- 1.2.3 Authorisation of routine expenditure within the agreed budget.
- 1.2.4 As defined by Standing Orders, Emergency expenditure up to £2,500 outside of the agreed budget.
- 1.2.5 The consideration of minor planning applications in consultation with nominated members of the Planning Committee
- 1.2.6 Dealing with all press and public relations on behalf of the Council

- 1.3 Delegated actions of the Parish Clerk shall be in accordance with Standing Orders, Financial Regulations and this Scheme of Delegation and with directions given by the Council from time to time.

## **2. RESPONSIBLE FINANCIAL OFFICER DUTIES & POWERS**

2.1 The Parish Clerk shall be the Responsible Financial Officer to the Council and shall be responsible for the Parish Council's accounting procedures, in accordance with the Accounts and Audit Regulations in force at any given time.

2.2 The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent, and for the avoidance of doubt this shall in normal circumstances be the Deputy Clerk.

## **3. COUNCIL**

- 3.1 The following matters are reserved to the Council for decision, notwithstanding that the appropriate Committee(s) may make recommendations thereon for the Council's consideration.
  - 3.1.1 Setting the Budget & Precept.
  - 3.1.2 Borrowing money.
  - 3.1.3 Making, amending or revoking Standing Orders, Financial Regulations or this Scheme of Delegation.
  - 3.1.4 Making, amending or revoking By-laws.
  - 3.1.5 Making of Orders under any Statutory powers.
  - 3.1.6 Matters of principle or policy.
  - 3.1.7 Nomination and appointment of representatives of the Council to any other authority, organisation or body (excepting approved Conferences or meetings).
  - 3.1.8 Authorising the incurring of expenditure not provided within the approved budget.
  - 3.1.9 Approval of the Annual Return (Statement of Accounts).
  - 3.1.10 Approval of the year end accounts.
  - 3.1.11 Any proposed new undertakings (e.g. community/youth facilities).
  - 3.1.12 Prosecution or defence in a court of law;
  - 3.1.13 Nomination or appointment of representatives of the Council at any inquiry on matters affecting the Parish, excluding those matters specific to a committee.
  - 3.1.14 Creation of Committees and membership therein.
  - 3.1.15 Consideration of eligibility to use the Power of Well Being or the Power of General Competence as appropriate.
  - 3.1.16 Confirming the appointment of the Parish Clerk.
  - 3.1.17 Annual appointment of Child Protection Officer.

#### 4. COMMITTEES

- 4.1 Sections 102 & 103 Local Government Act 1972 allows for the discharge of the Council's functions by a Committee, a Sub-Committee or an Officer of the Council.
- 4.2 Committees and Sub Committees shall, at all times, act in accordance with the Council's Standing Orders, Financial Regulations and this Scheme of Delegation, where applicable, and may only be exercised where sufficient budgetary provision exists, or can be varied from the approved budget of the Committee. The Committees must operate within the statutory framework of powers and duties granted by way of rules, regulations, schemes, statutes, by-laws or orders made and with any directions given by the Council from time to time.
- 4.3 Committees, unless the Council otherwise directs, may arrange to devolve any of its functions to one or more Sub-Committees or to Officers of the Council in accordance with Standing Orders.
- 4.4 **In accordance with the decision of Council C68/23 & C69/23, Chairs and Vice-Chairs of Standing Committees shall be chosen by the members of their Committees at their first meeting. The Finance & Policy Committee shall until further notice be constituted as a free standing Committee and the provisions of Standing Order 4 of the 2022 version of Standing Order 4 (a)(viii) shall no longer apply.**
- 4.5 Committees shall meet within the timetable approved by the Council
- 4.6 Reference should be made to Standing Orders in relation to rescinding decisions of Council
- (a) A resolution shall not be reversed within six months except either by a proposal termed 'a special motion', which requires written notice by at least 4 councillors to be given to the Proper Officer in accordance with Standing Order 10, or by a proposal moved in pursuance of the recommendation of a committee or a sub-committee.
- (b) When a proposal moved pursuant to Standing Order 8(a) has been disposed of, no similar proposal may be moved within a further 6 months.
- 4.7 Meetings shall be open to the public and press unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public and press's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public and press's exclusion:
1. Engagement, terms of service, conduct and dismissal of employees;
  2. Terms of tenders, proposals and counter-proposals in negotiation for contracts;
  3. Preparation for cases in legal proceedings; and
  4. Early stages of any dispute.



- 4.8 All members of the Council shall receive agendas, minutes and supporting papers of all Committees (with the exception of Personnel & Grievance Committee).
- 4.9 Notice of meetings and Agendas of the Committee and Sub-Committee Meetings shall be lodged on the Council's Notice boards and uploaded on to the Council's website.
- 4.10 Minutes of Committee Meetings shall be kept at the Parish Council Office and uploaded onto the Council's website.
- 4.11 Only members of the Committee may vote on agenda items. Non-members of the Committee will be allowed to speak on an agenda item on the approval of the Chairman of that Committee.

## **5. STANDING COMMITTEES OF THE COUNCIL**

Standing Orders states that the Chairman and Vice-Chairman of the Council shall be members of every committee. They shall be entitled but not obliged to attend such meetings and to vote at any meeting which they attend.

### **5.1 FINANCE AND POLICY COMMITTEE**

The **Finance & Policy Committee shall consist of eight members with a Quorum of 3 (plus the Chair and Vice-Chair of Council as set out in paragraph 5 hereof)** and be delegated to make decisions on behalf of the Council in the following matters:

- Manage and control the Council's finances including liaison with Internal and External Auditors and any other outside body deemed necessary
- Maintaining a continuous internal audit system
- Administrative affairs of the Council and other Establishment matters
- Prepare the Council's Annual Financial Plan for the purpose of a Precept being agreed by Full Council
- Receiving & considering the reports of the Internal & External Auditor and monitoring the implementation of approved action plans
- Consider the Corporate Governance of the Council e.g.
  - Risk Management
  - Insurance
  - Health & Safety
  - Emergency Planning
- Consider and make recommendations for the amendment of Standing Orders
- Consider and determine the Council's obligations with regard to Government initiatives e.g. Quality Status, Power of Well Being, General Power of Competence, Freedom of Information, Data Protection etc.
- Consider and determine all aspects of wayleaves across Council land
- Policy formulation in respect to finance and develop strategies for the delivery of these policies
- Consideration and approval of any grant applications received

- Authorise any discretionary expenditure within the meaning of s137 Local Government Act 1972 as amended by s36 Local Government & Housing Act 1989
- Liaison with specialist consultants, advisors, professional bodies or associations as required to enable the Council to discharge its functions
- Undertaking any Reviews in relation to the Council's Code of Practice for handling Complaints and Freedom of Information Refusals
- All matters relating to Staff, including recruitment, salaries and general staff terms and conditions, or based on recommendations made by the Personnel Committee. This Committee may decide that it wishes to refer such matters to the Council for final decision, subject to the matters reserved for final decision for legal reasons.
- Consider and determine ways in which the council can engage with the electorate and public at large e.g. Media, Website, Newsletters and Annual Reports
- Organisation of Events and Competitions
- Any other matter which may be delegated to it by the Council from time to time.

**The Committee may refer specific matters to the Council for a final decision if it so wishes. Meetings – 4 times per year.**

#### **5.1.1 PERSONNEL & GRIEVANCE COMMITTEE**

The **Personnel & Grievance Committee** shall consist of **4 members as a freestanding Committee with a quorum of 3** and be delegated to make decisions on behalf of the Committee in the following matters:

- Hearings for Grievance and Capability matters in accordance with the Council's Grievance and Disciplinary Procedure to a final conclusion, only reporting to Council when the time for any Appeal has passed.
- Dealing with any Disciplinary and Capability matters to a final conclusion, only reporting to Council when the time for any Appeal has passed.
- Hearing any complaints in accordance with the Council's Code of Practice for Handling Complaints and Freedom of Information requests
- Appraisal of the Parish Clerk.
- Any other matter which may be delegated to it by the Finance & Policy Committee from time to time

**Meetings – as and when required, but at least twice per year.**

**It is vital that the Personnel & Grievance Committees keeps confidential its deliberations and decisions in cases of Grievance, Disciplinary and Capability hearings, because if an Appeal against a decision is received it must, legally and in the interests of fairness, be heard again by elected members with no prior knowledge of the case.**

**In order to ensure as far as possible that such matters as Appraisal, Grievance, Disciplinary and Capability issues are dealt with professionally and in accordance with Employment legislation, all members of the Personnel & Grievance Committees must agree to undertake training in these matters.**

## 5.2 FACILITIES

**In accordance with the decision of Council C68/23 the previous Amenities and Services Committee and the Property and Assets Committee shall be amalgamated into a single standing Committee, provisionally entitled the Facilities Committee. It shall consist of 8 Members with a Quorum of 3 (plus the Chair and Vice-Chair of Council as set out in paragraph 5 hereof) and be delegated to make decisions on behalf of the Council in the following matters:**

- Carry out such things as are deemed necessary and in accordance with approved policies of the Council, to protect, preserve and enhance the local environment and the amenities and interests of the community
  - Forest Row Canal/Stonepark Drive
  - Forester's Link
  - Village Greens and Amenity Land (including trees)
- Determine policy with regard to the Conditions of Hire and Hire Charges in relation to:
  - Village Greens
- Management and control of the Council's allotment sites, including all grounds maintenance/improvement works
- Management and control of the Council's outdoor areas including village greens and amenity land, and the Jubilee Garden. This to include maintenance and improvement works
- Management and control of the Council's Cemetery, including all grounds maintenance/improvement works
- Oversee the provision and maintenance of the Council's recreational areas e.g Play areas & skatepark
- Environmental Matters e.g. Recycling, Litter Promotion and encouragement of sustainable development in the Parish
- Promote and encourage action against all forms of crime and disorder e.g. Community Safety including CCTV
- Oversee the provision and maintenance of the Council's Notice boards
- Oversee the provision and maintenance of the Council's Litter Bins & Seats
- Oversee the provision and maintenance of the Council's Bus Shelters
- Oversee the provision and maintenance of the Council's streetlights
- Determine policy with regard to the Conditions of Hire and Hire Charges in relation to:
  - Community Centre
- Maintenance and repair of all the buildings and assets owned by the Council:
  - The Community Centre (including Hambro Hall) and gardens
  - War Memorial
  - The Venu
  - Car Parks – Community Centre and Weirwood
  - And any future building/asset that the Council may own/manage.
- Any other matter which may be delegated to it by the Council from time to time

**The Committee to delegate the day to day running of these assets in the interests of the Council to the Clerk/Deputy Clerk. In the event of any situation out of the ordinary, a decision on action to be taken, or the calling of an extra-ordinary meeting, to be taken after consultation with any two of the following and in line with Standing Orders:**

- **The Chairman of the Council**
- **The Vice Chairman of the Council**
- **The Chairman of the Committee**
- **The Vice-Chairman of the Committee.**

**The Committee may refer specific matters to the Council for a final decision if it so wishes. Meetings – 4 times per year**

### **5.3 Deleted**

**5.4 COMMUNITY SERVICES COMMITTEE** - shall consist of **8 Members with a quorum of 3 (plus the Chair and Vice-Chair of Council as set out in paragraph 5 hereof)** and be delegated to make decisions on behalf of the Council in relation to specific projects initiated by the Council for the benefit of the community including but not limited to the following matters:

- To oversee the operation of FOREST ROW COMMUNITY TRANSPORT activities (including Forest Row Medical Car Ambulance Scheme)
- To oversee the management of FOREST ROW VILLAGE MARKET
- To oversee the management of 'GAGES' COMMUNITY LUNCH FACILITY
- To oversee the management of the THURSDAY CLUB
- To oversee the management of the YOUTH SERVICE
- Oversee any capital projects which would be deemed to improve the long-term facilities of the Parish.
- Partnership Working
- To organise and promote sporting, recreational and leisure activities whether on behalf of the Council or in liaison with other bodies for the benefit of the inhabitants of the Parish.
- To initiate works and projects within the Parish that progress the localism agenda such as road safety improvements, establishment of community facilities & infrastructure.
- To interface with other community focused initiatives such as the Annual Spring Clean & the Forest Row Festival.
- To oversee community helplines organised during any applicable time of exceptional need .
- And any other initiatives that the Parish Council agrees and directs it to take forward.

**The Committee should co-opt members from the Community Transport if appropriate.**

**The Committee to delegate the day to day running of these projects in the interests of the Council to the Clerk/Assistant Clerk. In the event of any situation out of the ordinary, a decision on action to be taken,**

or the calling of an extra-ordinary meeting, to be taken after consultation with any two of the following and in line with Standing Orders:

- The Chairman of the Council
- The Vice Chairman of the Council
- The Chairman of the Committee
- The Vice-Chairman of the Committee.

The Committee may refer specific matters to the Council for a final decision if it so wishes. Meetings 4 times per year

## 5.5 PLANNING GROUP

The Planning Group shall consist of 8 Members of the Council with a Quorum of 3 and shall be delegated to make decisions on behalf of the Council in the following matters:

- Consider and formulate responses to any of the following
  - Applications made to the Planning Authority for planning permission relating to land and property within the Parish e.g. Full, Outline, Reserved Matters, Listed Buildings, Regulation 4, Conservation Area, Advertising Consent and street naming. **All applications of a strategic nature shall be referred to Council**
  - Applications made to the Planning Authority for permission of an environmental nature relating to land and property within the parish e.g. tree felling, tree maintenance, Tree Preservation Orders
  - Development Plans and Revisions and all Statutory and Non-Statutory Plans at national, regional and local level, deemed to have impact on the parish
  - Street Naming
  - Any Local Authority proposals with respect to the stopping up, diversion, maintenance or creation of public rights of way within the Parish
  - Local Authority Planning Enforcement with respect to breaches in planning control/policy
  - Any Highway Authority proposals with respect to highways and traffic regulation orders.
  - Responses to the Government's Planning Inspectorate and other appropriate bodies either in support of or against planning and enforcement appeals made by the owners and developers of land and property and if considered appropriate authorise the attendance of members and officers and the engagement of professional representation at Local Inquiries and Hearings into such appeals
  - Licensing Matters
  - To consider the Strategic Planning agenda, if appropriate
  - Affordable Housing and allocation policy
  - Develop design guide for developments in the Parish if appropriate.
  - Any other matter which may be delegated to it by the Council from time to time
  - Simple Plans: Comments to the local planning authority on simple plans with no objections from neighbouring residents can be made by the Clerk, or in the Clerk's absence, the Deputy Clerk, under

delegated powers without calling a Planning Group meeting. Such delegation to be exercised after consultation with the Chairman or Vice-Chairman of the Planning Group

**The Group should appoint co-opted members if appropriate.**

**The Group may refer specific matters to the Council for a final decision if it so wishes. Meetings – every three weeks. For the avoidance of doubt, it is noted that the Planning group shall normally meet electronically via Zoom or similar platform, with access to the link for public participation, but may hold the meeting in person if the circumstances require it.**

## **6 URGENT MATTERS**

- 6.1 In cases of urgency, the Clerk, after consultation with any two of the following, the Chair of Council, the Vice-Chair of Council, the Chair of the relevant committee, the Vice-Chair of the relevant Committee, 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, subject to a limit of £2,500. If there is no budgetary provision for the expenditure, the Chair or Vice-Chair of the Finance & Policy should also be consulted. The Clerk shall report such action to the chairman of the relevant Committee/Council as soon as possible and to the Committee/Council as soon as practicable thereafter.
- 6.2 Before exercising the delegated powers granted by paragraph 6.1 above, those Members consulted shall consider whether the matter is of sufficient interest (and time allows) to justify the summoning of an Extra-Ordinary Meeting of the appropriate Committee and where a meeting is so summoned the Committee concerned shall have delegated power to act on behalf of the Council in respect of the particular matter then under consideration.
- 6.3 Before exercising the delegated powers granted by paragraph 6.1 above, the Committee concerned shall consider whether the matter is of sufficient importance (and time allows) to justify recommending to the Chair that an Extra-Ordinary Meeting of the Council should be called.
- 6.4 Whenever such action is taken, full details of the circumstances justifying the urgency and of the action taken shall be submitted in writing to the next available meetings of the Committee concerned and of the Council.

**Each Committee may refer specific matters to the Council for a final decision if it so wishes**



**7. OTHER COMMITTEES**

- 7.1 There are no other Committees, but they may be formed by resolution of the Council at any time and delegated powers may be decided upon at the time the Committee is formed by means of a Minute detailing the Terms of Reference.

**8. WORKING GROUPS/PARTIES**

- 8.1 Working Groups/Parties may be formed by resolution of the Council or a Committee at any time. The work of such a Working Group/Party will be decided upon at the time it is formed by means of a Minute detailing the Terms of Reference. Each Working Group/Party will report back with recommendations to the Council or the Committee that formed it.
- 8.2 Appointment shall be as agreed at the time by elected members.

Approved June 2023 Due for review May 2024
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# Standing Orders

**RE-ADOPTED MAY/ JUNE 2023**

**(based on NALC Revised Model Standing Orders (England) 2018 (as amended 2020) and incorporating Forest Row Parish Council amendments adopted November 2016)**

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## INTRODUCTION

These model standing orders update the National Association of Local Council (NALC) model standing orders contained in "Local Councils Explained" by Meera Tharmarajah (© 2013 NALC). This publication contains new model standing orders which reference new legislation introduced after 2013 when the last model standing orders were published.

## HOW TO USE STANDING ORDERS

*Standing orders are the written rules of a local council. Standing orders are essential to regulate the proceedings of a meeting. A council may also use standing orders to confirm or refer to various internal organisational and administrative arrangements. The standing orders of a council are not the same as the policies of a council but standing orders may refer to them.*

Local councils operate within a wide statutory framework. NALC model standing orders incorporate and reference many statutory requirements to which councils are subject. It is not possible for the model standing orders to contain or reference all the statutory or legal requirements which apply to local councils. For example, it is not practical for model standing orders to document all obligations under data protection legislation. The statutory requirements to which a council is subject apply whether or not they are incorporated in a council's standing orders.

The model standing orders do not include model financial regulations. Financial regulations are standing orders to regulate and control the financial affairs and accounting procedures of a local council. The financial regulations, as opposed to the standing orders of a council, include most of the requirements relevant to the council's Responsible Financial Officer. Model financial regulations are available to councils in membership of NALC.

## DRAFTING NOTES

Model standing orders that are in bold type contain legal and statutory requirements. It is recommended that councils adopt them without changing them or their meaning. Model standing orders not in bold are designed to help councils operate effectively but they do not contain statutory requirements so they may be adopted as drafted or amended to suit a council's needs. It is NALC's view that all model standing orders will generally be suitable for councils.

For convenience, the word "councillor" is used in model standing orders and, unless the context suggests otherwise, includes a non-councillor with or without voting rights.

## **1. RULES OF DEBATE AT MEETINGS**

- a. The agenda shall specify the subject items to be discussed at the meeting and indicate the issues for decision by the meeting.
- b. Subject items on the agenda shall be considered in the order that they appear unless the order is changed at the discretion of the chairman of the meeting.
- c. No subject item shall be discussed at a meeting unless it appears on the agenda, subject to the provisions of Standing Order 3(x) below.
- d. Any member of the meeting may make a proposal to resolve an issue for decision within a subject item, in the course of discussing that subject item.
- e. The chairman of the meeting may rule on whether the proposal is relevant to the issue for decision and the ruling of the chairman shall be final.
- f. Any other member of the meeting may then put forward a counter- proposal, whether by way of removing words from or adding words to a proposal, or as an alternative substantive resolution of the issue for decision.
- g. The chairman of the meeting may rule on whether a counter-proposal is relevant to the issue for decision and the ruling of the chairman shall be final.
- h. No proposal or counter-proposal shall be progressed unless it has been proposed and seconded.
- i. If a proposal or counter-proposal has been seconded, it may be withdrawn by the proposer only with the consent of the seconder and the meeting.
- j. A member of the meeting may put forward a counter-proposal to his own proposal if agreed by the meeting. If the proposal has already been seconded, the counter-proposal shall be with the consent of the seconder and the meeting.
- k. If there is more than one counter-proposal to an original proposal the counter-proposals shall be dealt with in the order directed by the chairman.
- l. Subject to standing order 1(m) below, only one counter-proposal shall be put forward and debated at a time, the order of which shall be directed by the chairman of the meeting.
- m. One or more counter-proposals may be discussed together if the chairman of the meeting considers this expedient but each counter-proposal shall be voted upon separately.
- n. A member of the meeting may not put forward more than one counter-proposal to an original or substantive proposal.
- o. The member of the meeting putting forward a proposal or a counter-proposal shall have a right of reply not exceeding five minutes at the end of debate on it.
- p. Where a series of counter-proposals to an original proposal are carried, the member of the meeting who put forward the original proposal shall have a right of reply either at the end of debate of the first counter-proposal or at the very end of debate on the final substantive proposal immediately before it is put to the vote.



- q. All interventions shall be made through the chairman, and members of the meeting shall not address each other directly in the course of the discussion of a subject item.
- r. Unless permitted by the chairman of the meeting, a member of the meeting may speak once in the debate on a proposal except:
- i. to speak on a counter-proposal put forward by another member of the meeting;
  - ii. to speak on another counter-proposal if there has been a counter-proposal to the original proposal since he last spoke;
  - iii. to make a point of order;
  - iv. to give a personal explanation; or
  - v. in exercise of a right of reply.
- s. During the debate of a proposal, a member of the meeting may interrupt only on a point of order or a personal explanation and the member who was interrupted shall stop speaking. A member of the meeting raising a point of order shall identify the standing order which he considers has been breached or specify the other irregularity in the proceedings of the meeting he is concerned by.
- t. A point of order shall be decided by the chairman of the meeting and his decision shall be final.
- u. When a proposal is under debate, no other proposal shall be put forward except:
- i. a counter-proposal to the proposal under debate;
  - ii. to proceed to the next business;
  - iii. to adjourn the debate;
  - iv. to put the proposal to a vote;
  - v. to ask a person to be no longer heard or to leave the meeting;
  - vi. to refer a proposal to a committee or sub-committee for consideration;
  - vii. to exclude the public and press;
  - viii. to adjourn the meeting; or
  - ix. to suspend particular standing order(s) excepting those which reflect mandatory statutory requirements.
- v. Before a proposal is put to the vote, the chairman of the meeting shall be satisfied that the proposal has been sufficiently debated and that the member of the meeting putting forward the proposal under debate has exercised or waived his right of reply.
- w Excluding proposals under standing order 1(u) above, the contributions or speeches by a member of the meeting shall relate only to the proposal under discussion and shall not exceed 2 minutes without the consent of the chairman of the meeting.

## 2. DISORDERLY CONDUCT AT MEETINGS

- a No person shall obstruct the transaction of business at a meeting or behave offensively or improperly. If this standing order is ignored, the chairman of the meeting shall request such person(s) to moderate or improve their conduct.
- b If person(s) disregard the request of the chairman of the meeting to moderate or improve their conduct, any councillor or the chairman of the meeting may move that the person be no longer heard or be excluded from the meeting. The motion, if seconded, shall be put to the vote without discussion.
- c If a resolution made under standing order 2(b) is ignored, the chairman of the meeting may take further reasonable steps to restore order or to progress the meeting. This may include temporarily suspending or closing the meeting.

## 3. MEETINGS GENERALLY

- Full Council meetings ●
- Committee meetings ●
- Sub-committee meetings ●

- a **Meetings shall not take place in premises which at the time of the meeting are used for the supply of alcohol, unless no other premises are available free of charge or at a reasonable cost.**
- b **The minimum three clear days for notice of a meeting does not include the day on which notice was issued, the day of the meeting, a Sunday, a day of the Christmas break, a day of the Easter break or of a bank holiday or a day appointed for public thanksgiving or mourning.**
- c **The minimum three clear days' public notice for a meeting does not include the day on which the notice was issued or the day of the meeting unless the meeting is convened at shorter notice**
- d **Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons. The public's exclusion from part or all of a meeting shall be by a resolution which shall give reasons for the public's exclusion.**

Such business may include (the list is not exhaustive):

- i. Engagement, terms of service, conduct and dismissal of employees
- ii. Terms of tenders, proposals and counter-proposals in negotiation for contracts

- iii. Preparation for cases in legal proceedings
  - iv. Early stages of any dispute
- e. Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend, in the following two ways:
- 3e/i There shall be a period of 15 minutes at the beginning of a meeting, during which any member of the public may address the meeting on a subject item from the agenda of that meeting or any other Council business.
  - 3e/ii A member of the public present at a meeting may by request to the Chair of the meeting, and at the Chair of the meeting's sole discretion, make an intervention during the discussion of a subject item from the agenda, relevant to that subject item.
- f. In every case, the person wishing to speak shall raise their hand to request the permission of the Chair of the meeting.
- g. Their interventions shall be directed through the Chair of the meeting and only one person shall be permitted to speak at a time: if more than one person wishes to be heard, the Chair of the meeting shall direct the order of speaking.
- h. No intervention shall last longer than two minutes, unless the Chair of the meeting directs otherwise.
- i. When a person has addressed the meeting under 3e/i on a topic other than a subject item from the agenda of that meeting, their intervention shall not require a response at the meeting or start any debate on the topic raised. The Chair of the meeting may direct that a later oral or written response be provided.
- j. The discretion of the Chair of the meeting shall be absolute in the above matters, and any person failing to comply with their instructions shall be warned as to disorderly conduct in the terms of Standing Order 2.
- k. For the avoidance of doubt, clauses 3e to 3k hereof shall be substituted for clauses 3e-3k of the 2022 version of Standing Orders of this Council, and the previous provisions shall be of no effect.
- **l. Subject to standing order 3(m), a person who attends a meeting is**
  - **permitted to report on the meeting whilst the meeting is open to the public. To "report" means to film, photograph, make an audio recording of meeting proceedings, use any other means for enabling persons not present to see or hear the meeting as it takes place or later or to report or to provide oral or written commentary about the meeting so that the report or commentary is available as the meeting takes place or later to persons not present.**
  - **b A person present at a meeting may not provide an oral report or oral commentary about a meeting as it takes place without permission.**
  - **c The press shall be provided with reasonable facilities for the taking of their report of all or part of a meeting at which they are entitled to be present.**
  - **d Subject to standing orders which indicate otherwise, anything authorised or required to be done by, to or before the Chairman of the**

**Council may in his absence be done by, to or before the Vice-Chairman of the Council (if there is one).**

- e **The Chairman of the Council, if present, shall preside at a meeting. If the Chairman is absent from a meeting, the Vice-Chairman of the Council (if there is one) if present, shall preside. If both the Chairman and the Vice-Chairman are absent from a meeting, a councillor as chosen by the councillors present at the meeting shall preside at the meeting.**
- f **Subject to a meeting being quorate, all questions at a meeting shall be decided by a majority of the councillors and non-councillors with voting rights present and voting.**
- g **The chairman of a meeting may give an original vote on any matter put to the vote, and in the case of an equality of votes may exercise his casting vote whether or not he gave an original vote.**

*See standing orders 6(h) and (i) for the different rules that apply in the election of the Chairman of the Council at the annual meeting of the Council.*

- h **Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a councillor, the voting on any question shall be recorded so as to show whether each councillor present and voting gave his vote for or against that question. Such a request shall be made before moving on to the next item of business on the agenda**
- i The minutes of a meeting shall include an accurate record of the following:
  - i. the time and place of the meeting;
  - ii. the names of councillors who are present and the names of councillors who are absent;
  - iii. interests that have been declared by councillors and non-councillors with voting rights;
  - iv. the grant of dispensations (if any) to councillors and non-councillors with voting rights;
  - v. whether a councillor or non-councillor with voting rights left the meeting when matters that they held interests in were being considered;
  - vi. if there was a public participation session; and
  - vii. the resolutions made.
- j **A councillor or a non-councillor with voting rights who has a disclosable pecuniary interest or another interest as set out in the Council's code of conduct in a matter being considered at a meeting is subject to statutory limitations or restrictions under the code on his right to participate and vote on that matter.**

- v **No business may be transacted at a meeting unless at least one-third of the whole number of members of the Council are present and in no case shall the quorum of a meeting be less than three.**
- w **If a meeting is or becomes inquorate no business shall be transacted** and the meeting shall be closed. The business on the agenda for the meeting shall be adjourned to another meeting.
- x If a matter arises which cannot wait until a subsequent meeting, the Chairman may put it to the councillors there present that it constitutes 'urgent business', and if they agree by a simple majority, the matter shall be considered by the councillors, and if appropriate, a decision authorised.
- y A meeting shall not exceed a period of 2½ hours.

#### **4. COMMITTEES, SUB-COMMITTEES, ADVISORY COMMITTEES/ WORKING GROUPS**

- a The Council may appoint standing committees or other committees as may be necessary, and:
  - i. shall determine their terms of reference;
  - ii. shall determine the number and time of the ordinary meetings of a standing committee up until the date of the next annual meeting of the Council. Meeting dates and times may be altered by the Chairman, and in his/her absence by the Vice-Chairman, of the relevant committee.
  - iii. shall permit a committee, other than in respect of the ordinary meetings of a committee, to determine the number and time of its meetings;
  - iv. shall, subject to standing orders 4(b) and (c), appoint and determine the terms of office of members of such a committee;
  - v. may, subject to standing orders 4(b) and (c), appoint and determine the terms of office of the substitute members to a committee whose role is to replace the ordinary members at a meeting of a committee if the ordinary members of the committee confirm to the Proper Officer 5 days before the meeting that they are unable to attend;
  - vi. Except where ordered by the Council in the case of a committee, or by the Council or appropriate committee in the case of a sub-committee, shall be one third of its members, rounded up to the nearest whole number.
  - vii. The Chairman and Vice-Chairman of the Council shall be members of every committee. They shall be entitled but not obliged to attend such meetings and to vote at any meeting which they attend.

- viii. For the avoidance of doubt, the Finance & Policy Committee shall, as from June 2023 and until further notice, be a free-standing Committee of eight members drawn from the Council membership (plus the Chair & Vice-Chair of Council in accordance with sub-para vii above).
  - ix. Also for the avoidance of doubt, as from June 2023 and until further notice, the Chairs & Vice-Chairs of each Committee shall be chosen by its own members at their first meeting and the provisions of sub-paras ix & x of the 2022 version of Standing Orders shall be deleted.
  - x. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
  - xi. shall determine if the public may participate at a meeting of a committee;
  - xii. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
  - xiii. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
  - xiv. may dissolve a committee or a sub-committee.
- b **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- c **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.** Pursuant to the Local Government & Housing Act 1989, such non-councillor members shall not be entitled to vote save in matters of the management of land, the promotion of tourism or the management of a festival
- d **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- e Any member who has put forward a proposal which has been referred to any committee of which he is not a member, may explain his proposal to the committee but shall not vote. Any Council member shall, unless the Council otherwise orders, be entitled to be present as a spectator at the meetings of any committee or sub-committee of which he is not a member.
- f Working Groups may be formed by resolution of the Council or a Committee at any time. The work of such a Working Group will be decided upon at the time it is formed by means of a Minute detailing the Terms of Reference. Each Working Group will report back with recommendations to the Council or the Committee that formed it. Appointment shall be as agreed at the time by elected members.



AMENDMENTS ADOPTED  
JUNE 2023

- viii. For the avoidance of doubt, the Finance & Policy Committee shall, as from June 2023 and until further notice, be a free-standing Committee of eight members drawn from the Council membership (plus the Chair & Vice-Chair of Council in accordance with sub-para vii above).
  - ix. Also for the avoidance of doubt, as from June 2023 and until further notice, the Chairs & Vice-Chairs of each Committee shall be chosen by its own members at their first meeting and the provisions of sub-paras ix & x of the 2022 version of Standing Orders shall be deleted.
  - x. shall determine the place, notice requirements and quorum for a meeting of a committee and a sub-committee which, in both cases, shall be no less than three;
  - xi. shall determine if the public may participate at a meeting of a committee;
  - xii. shall determine if the public and press are permitted to attend the meetings of a sub-committee and also the advance public notice requirements, if any, required for the meetings of a sub-committee;
  - xiii. shall determine if the public may participate at a meeting of a sub-committee that they are permitted to attend; and
  - xiv. may dissolve a committee or a sub-committee.
- b **Unless the Council determines otherwise, a committee may appoint a sub-committee whose terms of reference and members shall be determined by the committee.**
- c **The members of a committee may include non-councillors unless it is a committee which regulates and controls the finances of the Council.** Pursuant to the Local Government & Housing Act 1989, such non-councillor members shall not be entitled to vote save in matters of the management of land, the promotion of tourism or the management of a festival
- d **Unless the Council determines otherwise, all the members of an advisory committee and a sub-committee of the advisory committee may be non-councillors.**
- e Any member who has put forward a proposal which has been referred to any committee of which he is not a member, may explain his proposal to the committee but shall not vote. Any Council member shall, unless the Council otherwise orders, be entitled to be present as a spectator at the meetings of any committee or sub-committee of which he is not a member.
- f Working Groups may be formed by resolution of the Council or a Committee at any time. The work of such a Working Group will be decided upon at the time it is formed by means of a Minute detailing the Terms of Reference. Each Working Group will report back with recommendations to the Council or the Committee that formed it. Appointment shall be as agreed at the time by elected members.

## 5. PLANNING APPLICATIONS

- a. The Planning Group shall, until further decision of Council, have the status of a working group, and may at the discretion of the group hold any or all of its meetings by remote electronic means (Zoom or similar), but its meetings shall be advertised as accessible to the public and the agendas and recommendations shall be published in the same manner as those of a formal committee.
- b. **Meetings:** A meeting of the Planning Group shall be convened every three weeks unless the Clerk, or in the absence of the Clerk, the Assistant Clerk, after consultation with the Chairman of the Group, considers the nature of the business to be insufficient to convene a meeting.
- c. **Recommendations:** The recommendations of the Planning Group shall be made direct to the District Council on behalf of the Council, and shall be included in the Planning Group's report to the Council.
- d. **Site Visits:** Reasonable efforts to be made by the Clerk or Assistant Clerk to contact members of the Planning Group, not present at the meeting, to notify them of proposed site visits unless the visit is held immediately following the Planning Group meeting.
- e. **Simple Plans:** Comments to the local Planning Authority on simple plans with no objections from neighbouring residents can be made by the Clerk, or in the Clerk's absence, the Assistant Clerk, under Delegated Powers without calling a Planning Group meeting. Such delegation to be exercised after consultation with the Chairman or Vice-Chairman of the Planning Group.

## 6. ORDINARY COUNCIL MEETINGS

- a. **In an election year, the annual meeting of the Council shall be held on or within 14 days following the day on which the councillors elected take office.**
- b. **In a year which is not an election year, the annual meeting of the Council shall be held on such day in May as the Council decides.**
- c. **If no other time is fixed, the annual meeting of the Council shall take place at 6pm.**
- d. **In addition to the annual meeting of the Council, at least three other ordinary meetings shall be held in each year on such dates and times as the Council decides.**
- e. **The first business conducted at the annual meeting of the Council shall be the election of the Chairman and Vice-Chairman (if there is one) of the Council.**
- f. **The Chairman of the Council, unless he has resigned or becomes**

- disqualified, shall continue in office and preside at the annual meeting until his successor is elected at the next annual meeting of the Council.**
- g The Vice-Chairman of the Council, if there is one, unless he resigns or becomes disqualified, shall hold office until immediately after the election of the Chairman of the Council at the next annual meeting of the Council.**
  - h In an election year, if the current Chairman of the Council has not been re-elected as a member of the Council, he shall preside at the annual meeting until a successor Chairman of the Council has been elected. The current Chairman of the Council shall not have an original vote in respect of the election of the new Chairman of the Council but shall give a casting vote in the case of an equality of votes.**
  - i In an election year, if the current Chairman of the Council has been re-elected as a member of the Council, he shall preside at the annual meeting until a new Chairman of the Council has been elected. He may exercise an original vote in respect of the election of the new Chairman of the Council and shall give a casting vote in the case of an equality of votes.**
  - j Following the election of the Chairman of the Council and Vice-Chairman (if there is one) of the Council at the annual meeting, the business shall include:
    - i. In an election year, delivery by the Chairman of the Council and councillors of their acceptance of office forms unless the Council resolves for this to be done at a later date. In a year which is not an election year, delivery by the Chairman of the Council of his acceptance of office form unless the Council resolves for this to be done at a later date;**
    - ii. Confirmation of the accuracy of the minutes of the last meeting of the Council;
    - iii. Receipt of the minutes of the last meeting of a committee;
    - iv. Consideration of the recommendations made by a committee;
    - v. Review of delegation arrangements to committees, sub-committees, staff and other local authorities;
    - vi. Review of the terms of reference for committees;
    - vii. Appointment of members to existing committees;
    - viii. Appointment of any new committees in accordance with standing order 4;
    - ix. Review and adoption of appropriate standing orders and financial regulations;
    - x. Review of arrangements (including legal agreements) with other local authorities, not-for-profit bodies and businesses.**

- xi. Review of representation on or work with external bodies and arrangements for reporting back;
- xii. In an election year, to make arrangements with a view to the Council becoming eligible to exercise the general power of competence in the future;
- xiii. Review of inventory of land and other assets including buildings and office equipment;
- xiv. Confirmation of arrangements for insurance cover in respect of all insurable risks;
- xv. Review of the Council's and/or staff subscriptions to other bodies;
- xvi. Review of the Council's complaints procedure;
- xvii. Review of the Council's policies, procedures and practices in respect of its obligations under freedom of information and data protection legislation (*see also standing orders 12, 21 & 22*).
- xviii. Review of the Council's policy for dealing with the press/media;
- xix. Review of the Council's employment policies and procedures;
- xx. Review of the Council's expenditure incurred under s.137 of the Local Government Act 1972 or the general power of competence.
- xxi. Determining the time and place of ordinary meetings of the Council up to and including the next annual meeting of the Council.

## **7. EXTRAORDINARY MEETINGS OF THE COUNCIL, COMMITTEES AND SUB-COMMITTEES**

- a **The Chairman of the Council may convene an extraordinary meeting of the Council at any time** (subject to the statutory notice requirements).
- b **If the Chairman of the Council does not call an extraordinary meeting of the Council within seven days of having been requested in writing to do so by two councillors, any two councillors may convene an extraordinary meeting of the Council. The public notice giving the time, place and agenda for such a meeting shall be signed by the two councillors.**
- c The chairman of a committee or a sub-committee may convene an extraordinary meeting of the committee [or the sub-committee] at any time.
- d If the chairman of a committee or a sub-committee does not call an extraordinary meeting within 7 days of having been requested to do so by 3 councillor members of the committee or the sub-committee, any 3 councillor members of the committee or the sub-committee may convene an

extraordinary meeting of the committee or a sub-committee. The statutory public notice giving the time, venue and agenda for such a meeting must be signed by 3 councillors..

## **8. PREVIOUS RESOLUTIONS**

- a A resolution shall not be reversed within six months except either by a special motion, which requires written notice by at least 4 councillors to be given to the Proper Officer in accordance with standing order 10, or by a motion moved in pursuance of the recommendation of a committee or a sub-committee.
- b When a motion moved pursuant to standing order 8(a) has been disposed of, no similar motion may be moved for a further six months.

## **9. VOTING ON APPOINTMENTS**

- a Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the chairman of the meeting.

## **10. PRIOR NOTICE OF SUBJECT ITEMS OR ISSUES FOR DECISION**

- a. Pursuant to Standing Order 1(d) above, any member of a meeting may make a proposal to resolve an issue for decision within a subject item, in the course of discussing that subject item at the meeting.
- b. Any councillor shall be entitled to propose a subject item to be discussed at a future meeting, and indicate the issue(s) which they consider are for decision by the meeting.
- c. Any such proposal of a subject item to be discussed at a meeting, or indication of an issue for decision within a subject item shall relate to the responsibilities of the meeting which it is tabled for and in any event shall relate to the performance of the council's statutory functions, powers and obligations or an issue which specifically affects the council's area or its residents.
- e. No such proposal either of a subject item to be discussed at a meeting, or indication of an issue for decision within a subject item may be put forward unless the

person putting it forward has given written notice of its wording to the Proper Officer at least 7 working days before the meeting. Clear days do not include the day of the notice or the day of the meeting.

f. The Proper Officer may, before including a subject item to be discussed at a meeting, or indication of an issue for decision, correct obvious grammatical or typographical errors in the wording of the proposal.

g. If the Proper Officer considers the wording of a subject item to be discussed at a meeting, or indication of an issue for decision is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it in writing to the Proper Officer so that it can be understood at least 7 working days before the meeting.

h. If the wording or subject of a subject item to be discussed at a meeting, or indication of an issue for decision is considered unlawful or improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.

i. Subject to standing order 10(h) above, the decision of the Proper Officer as to whether or not to include on the agenda any such subject item to be discussed at a meeting, or indication of an issue for decision shall be final.

## **11. PROPOSALS AT A MEETING THAT DO NOT REQUIRE WRITTEN NOTICE**

- a. The following proposals may be moved at a meeting without written notice to the Proper Officer;
- i. to approve a person to preside at a meeting;
  - ii. to approve the absences of councillors;
  - iii. to consider urgent business at the discretion of the Chairman;
  - iv. to approve the accuracy of the minutes of the previous meeting;
  - v. to correct an inaccuracy in the draft minutes of a meeting;
  - vi. to dispose of business, if any, remaining from the last meeting;
  - vii. to close or adjourn a debate;
  - viii. to refer by formal delegation a matter to a committee or sub-committee or an employee;
  - ix. to move to a vote;
  - x. to defer consideration of a proposal;

## **27. INSPECTION OF DOCUMENTS**

- a. Subject to Standing Orders to the contrary, or in respect of matters which are confidential, a councillor may, for the purpose of his official duties, (but not otherwise), inspect any document in the possession of the council or a committee or a sub-committee, and request a copy for the same purpose.
- b. The minutes of meetings of the council, its committees or sub-committees shall be available for inspection by councillors.
- c. The minutes of the council shall be open to inspection by any local government elector of the parish without charge.
- d. Draft minutes will be available to view on the council's website as soon as is practicable.

## **28. GENERAL POWER OF COMPETENCE**

- a. Before exercising the General Power of Competence, a meeting of the full council shall have passed a resolution to confirm it has satisfied the prescribed statutory criteria required to qualify as an eligible parish council.
- b. The council's period of eligibility begins on the date that the resolution under Standing Order 28(a) above was made and expires on the day before the Annual Meeting of the Council that takes place in a year of ordinary elections.
- c. After the expiry of its preceding period of eligibility, the council continues to be an eligible council solely for the purpose of completing any activity undertaken in the exercise of the power which was not completed before the expiry of the council's preceding period of eligibility referred to in Standing Order 28.

## **29. STANDING ORDERS GENERALLY**

- a. All or part of a standing order, except one that incorporates mandatory statutory or legal requirements, may be suspended by resolution in relation to the consideration of an item on the agenda for a meeting.
- b. A proposal to add to or vary or revoke one or more of the Council's standing orders, except one that incorporates mandatory statutory or legal requirements, shall be proposed by a special motion, the written notice to be given by at least 3 councillors to the Proper Officer in accordance with standing order 10.
- c. The Proper Officer shall provide a copy of the Council's standing orders to a councillor as soon as possible. after he has delivered his acceptance of office form
- d. The decision of the chairman of a meeting as to the application of standing orders at the meeting shall be final.
- e. A councillor's failure to observe Standing Orders more than three times in one meeting may result in him being excluded from the meeting.



- xi. to refer a proposal to a particular committee or sub-committee;
- xii. to appoint a person to preside at a meeting;
- xiii. to change the order of business on the agenda;
- xiv. to proceed to the next business on the agenda;
- xv. to require a written report;
- xvi. to appoint a committee or sub-committee and their members;
- xvii. to dissolve a committee or a sub-committee;
- xviii. to note the minutes of a meeting of a committee or sub-committee;
- xix. to consider a report and/or recommendations made by a committee or a sub-committee, an employee, professional adviser, expert or consultant;
- xx. to authorise legal deeds to be signed by the Council's Common Seal and witnessed; (see Standing Order 24 a & b below)
- xxi. to authorise the payment of monies up to £5,000;
- xxii. to amend a proposal relevant to the original or substantive proposal under consideration which shall not have the effect of nullifying it;
- xxiii. to extend the time limits for speaking;
- xxiv. to exclude the press and public from a meeting in respect of confidential or sensitive information which is prejudicial to the public interest;
- xxv. to not hear further from a councillor or a member of the public;
- xxvi. to silence or exclude a councillor or member of the public for disorderly conduct;
- xxvii. to give the consent of the Council if such consent is required by Standing Orders.
- xxviii. to temporarily suspend the meeting;
- xxix. to suspend a particular standing order (unless it reflects mandatory statutory requirements);
- xxx. to appoint representatives to outside bodies and to make arrangements for those representatives to report back the activities of outside bodies;
- xxxi. to answer questions from Councillors;
- xxxii. to adjourn the meeting; or
- xxxiii. to close a meeting.

## **12. MANAGEMENT OF INFORMATION**

*See also standing order 21.*

- a The Council shall have in place and keep under review, technical and organisational measures to keep secure information (including personal data) which it holds in paper and electronic form. Such arrangements**



shall include deciding who has access to personal data and encryption of personal data.

- b **The Council shall have in place, and keep under review, policies for the retention and safe destruction of all information (including personal data) which it holds in paper and electronic form. The Council's retention policy shall confirm the period for which information (including personal data) shall be retained or if this is not possible the criteria used to determine that period (e.g. the Limitation Act 1980).**
- c **The agenda, papers that support the agenda and the minutes of a meeting shall not disclose or otherwise undermine confidential information or personal data without legal justification.**
- d **Councillors, staff, the Council's contractors and agents shall not disclose confidential information or personal data without legal justification.**

### **13. DRAFT MINUTES**

- Full Council meetings ●
- Committee meetings ●
- Sub-committee meetings ●

- a **If the draft minutes of a preceding meeting have been served on councillors with the agenda to attend the meeting at which they are due to be approved for accuracy, they shall be taken as read.**
- b **There shall be no discussion about the draft minutes of a preceding meeting except in relation to their accuracy. A motion to correct an inaccuracy in the draft minutes shall be moved in accordance with standing order 11(a)(i).**
- c **The accuracy of draft minutes, including any amendment(s) made to them, shall be confirmed by resolution and shall be signed by the chairman of the meeting and stand as an accurate record of the meeting to which the minutes relate.**
- d **If the chairman of the meeting does not consider the minutes to be an accurate record of the meeting to which they relate, he shall sign the minutes and include a paragraph in the following terms or to the same effect:**

**"The chairman of this meeting does not believe that the minutes of the meeting of the ( ) held on [date] in respect of ( ) were a correct record but his view was not upheld by the meeting and the minutes are confirmed as an accurate record of the proceedings."**

- e **If the Council's gross annual income or expenditure (whichever is higher) does not exceed £25,000, it shall publish draft minutes on a website which is publicly accessible and free of charge not later than**

- i. **without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business;**
  - ii. **granting the dispensation is in the interests of persons living in the Council's area; or**
  - iii. **it is otherwise appropriate to grant a dispensation.**
- i. All members of the Council are granted dispensation for the annual setting of the precept for a period of 4 years from the date of the Annual Meeting of the Council in an ordinary election year.

## 15. CODE OF CONDUCT COMPLAINTS

- a Upon notification by the District or Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 15(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chairman of Council of this fact, and the Chairman shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 15(d).
- c The Council may:
  - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
  - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.**

## 16. PROPER OFFICER

- a The Proper Officer shall be either (i) the clerk or (ii) other staff member(s) nominated by the Council to undertake the work of the Proper Officer when the

Proper Officer is absent. This shall normally be the Assistant Clerk.

b The Proper Officer shall:

- i. **at least three clear days before a meeting of the council, a committee or a sub-committee,**
  - **serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), and**
  - **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**

*See standing order 3(b) for the meaning of clear days for a meeting of a full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;*

- ii. subject to standing order 10, include on the agenda all proposals in the order received unless a councillor has given written notice at least 7 days before the meeting confirming his withdrawal of it;
- iii. **convene a meeting of the Council for the election of a new Chairman of the Council, occasioned by a casual vacancy in his office;**
- iv. **facilitate inspection of the minute book by local government electors;**
- v. **receive and retain copies of byelaws made by other local authorities;**
- vi. hold acceptance of office forms from councillors;
- vii. hold a copy of every councillor's register of interests;
- viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
- ix. liaise, as appropriate, with the Council's Data Protection Officer;
- x. receive and send general correspondence and notices on behalf of the Council except where there is a resolution to the contrary;
- xi. assist in the organisation of, storage of, access to, security of and destruction of information held by the Council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
- xii. arrange for legal deeds to be executed;

*(see also standing order 24);*

- xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the Council in accordance with its financial regulations;
- xiv. record every planning application notified to the Council and the Council's response to the local planning authority in a book for such purpose;
- xv. refer a planning application received by the Council to the Chairman or in his absence the Vice-Chairman (if there is one) of the Planning Group within two working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Planning Group.
- xvi. manage access to information about the Council via the publication scheme; and
- xvii. retain custody of the seal of the Council (if there is one) which shall not be used without a resolution to that effect.

*(see also standing order 24).*

## **17. RESPONSIBLE FINANCIAL OFFICER**

- a The Parish Clerk shall be the Responsible Financial Officer to the Council and shall be responsible for the Parish Council's accounting procedures, in accordance with the Accounts and Audit Regulations in force at any given time.
- b The Council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent. This shall normally be the Assistant Clerk.

## **18. ACCOUNTS AND ACCOUNTING STATEMENTS**

- a "Proper practices" in standing orders refer to the most recent version of "Governance and Accountability for Local Councils – a Practitioners' Guide".
- b All payments by the Council shall be authorised, approved and paid in accordance with the law, proper practices and the Council's financial regulations.
- c The Responsible Financial Officer shall supply to each councillor as soon as practicable after 30 June, 30 September and 31 December in each year (or at each relevant Committee meeting as appropriate) a statement to summarise:
  - i. the Council's receipts and payments (or income and expenditure) for each quarter;

- ii. the Council's aggregate receipts and payments (or income and expenditure) for the year to date;
  - iii. the balances held at the end of the quarter being reported and which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide:
- i. each councillor with a statement summarising the Council's receipts and payments (or income and expenditure) for the last quarter and the year to date for information; and
  - ii. to the Council the accounting statements for the year in the form of Section 1 of the annual governance and accountability return, as required by proper practices, for consideration and approval.
- e The year-end accounting statements shall be prepared in accordance with proper practices and apply the form of accounts determined by the Council (receipts and payments, or income and expenditure) for the year to 31 March. A completed draft annual governance and accountability return shall be presented to all councillors at least 14 days prior to anticipated approval by the Council. The annual governance and accountability return of the Council, which is subject to external audit, including the annual governance statement, shall be presented to the Council for consideration and formal approval before 30 June.

## **19. FINANCIAL CONTROLS AND PROCUREMENT**

- a. The Council shall approve written estimates for the coming financial year at its meeting before the end of January.
- b. Any committee desiring to incur expenditure shall give the Proper Officer a written estimate of the expenditure recommended for the coming year no later than December.
- c. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
  - i. the keeping of accounting records and systems of internal controls;
  - ii. the assessment and management of financial risks faced by the Council;
  - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
  - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and

- v. whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- d. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- e. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds referred to in standing order 19(h) is subject to the “light touch” arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 unless it proposes to use an existing list of approved suppliers (framework agreement).**
- f. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
  - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
  - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
  - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
  - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
  - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
  - vi. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- g. Neither the Council, nor a committee or a sub-committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.
- h. **Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

## **20. HANDLING STAFF MATTERS**

- a A matter personal to a member of staff that is being considered by a meeting of the Finance & Policy Committee is subject to standing order 12.
- b Subject to the Council's policy regarding absences from work, the Council's most senior member of staff shall notify the chairman of the Finance & Policy Committee or, if he is not available, the vice-chairman (if there is one) the Finance & Policy Committee of significant absence occasioned by illness or other reason and that person shall report such absence to the Finance & Policy Committee at its next meeting.
- c The Personnel & Grievance Committee shall conduct a review of the performance and annual appraisal of the work of the Clerk.
- d Subject to the Council's policy regarding the handling of grievance matters, the Council's most senior member of staff (or other members of staff) shall contact the Personnel & Grievance Committee, in respect of an informal or formal grievance matter, and this matter shall be progressed by the Personnel & Grievance Committee.
- e Subject to the Council's policy regarding the handling of grievance matters, if an informal or formal grievance matter raised by the Clerk relates to the chairman of the Personnel & Grievance Committee, this shall be communicated to another member of the Committee, and shall be progressed by the Personnel & Grievance Committee, the member being complained of not being involved.
- f Any persons responsible for all or part of the management of staff shall treat as confidential the written records of all meetings relating to their performance, capabilities, grievance or disciplinary matters.
- g The council shall keep all written records relating to employees secure. All paper records shall be secured and locked and electronic records shall be password protected and encrypted.
- h In accordance with standing order 11(a), only persons with line management responsibilities shall have access to staff records referred to in standing order 19(f).
- i Access and means of access by keys and/or computer passwords to records of employment referred to in standing orders 20(f) and (g) above shall be provided only to the Clerk and Assistant Clerk.

## **21. RESPONSIBILITIES TO PROVIDE INFORMATION**

*See also standing order 22*

- a **In accordance with freedom of information legislation, the Council shall**



**publish information in accordance with its publication scheme and respond to requests for information held by the Council.**

- b. **The Council, shall publish information in accordance with the requirements of the Local Government (Transparency Requirements) (England) Regulations 2015.**

## **22. RESPONSIBILITIES UNDER DATA PROTECTION LEGISLATION**

(as required by law, but specifically)

*See also standing order 12.*

- a **The Council may appoint a Data Protection Officer.**
- b **The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his personal data.**
- c **The Council shall have a written policy in place for responding to and managing a personal data breach.**
- d **The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.**
- e **The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.**
- f **The Council shall maintain a written record of its processing activities.**

## **23. RELATIONS WITH THE PRESS/MEDIA**

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.

## **24. EXECUTION AND SEALING OF LEGAL DEEDS**

*See also standing orders 16(b)(xii) and (xvii).*

- a A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.
- b **Subject to standing order 24(a), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.]**



## **25. COMMUNICATING WITH DISTRICT AND COUNTY COUNCILLORS**

- a** An invitation to attend a meeting of the Council shall be sent, together with the agenda, to the ward councillor(s) of the District and County Council representing the area of the Council.
- b** Unless the Council determines otherwise, a copy of each letter sent to the District and County Council shall be sent to the ward councillor(s) representing the area of the Council.

## **26. RESTRICTIONS ON COUNCILLOR ACTIVITIES**

- a.** Canvassing councillors or the members of a committee or sub-committee, directly or indirectly, for appointment to or by the council shall disqualify the candidate from such an appointment. The Proper Officer shall disclose the requirement of this Standing Order to every candidate.
- b.** A councillor or a member of a committee or sub-committee shall not solicit a person for appointment to, or by the council, or recommend a person for such appointment or for promotion; but nevertheless any such person may give a written testimonial of a candidate's ability experience or character for submission to the council with an application for appointment.
- c.** This Standing Order shall apply to tenders as if the person making the tender were a candidate for an appointment.
- d.** Unless authorised by a resolution, no councillor shall:
  - i.** inspect any land and/or premises which the council has a right or duty to inspect; or
  - ii.** issue orders, instructions or directions.

## LIST OF FRPC POLICIES

### CORE MEMBER POLICIES

01. Standing Orders
02. Scheme of Delegation
03. Code of Conduct
04. Co-option policy
04. Representation outside bodies

### 2. FINANCIAL POLICIES

01. Financial Regulations
02. Authority to spend
03. Reserves
04. Financial Risk assessment
05. Investment
06. Grant allocation

### 3. PERSONAL/COMM'TY POLICIES

01. Risk Management policy
02. Community Engagement
03. Complaints policy & procedure
04. Health & Safety
05. Press & media relations
06. Training & development
07. Equality policy
08. Child & Adult safeguarding policy

### 4. YOUTH POLICIES

01. Youth Service policy/delivery  
Appendix: legal issues
02. Child protection  
Appendix: Guidelines

### 5. TECHNOLOGY/ COMMS POLICIES

01. CCTV
02. Communications
- 03A. Data protection
- 03B. Freedom of Information scheme
04. Document retention
05. Information technology
06. Recording of meetings
07. Social media

### 6. ENVIRONMENTAL POLICIES

01. Environmental
02. Drones
03. Newlands Place
04. Street lighting
05. Trees
06. Village green signage

### 7. STAFF POLICIES

#### Equality, diversity & dignity

01. Equal opportunities
02. Equal pay
03. Dignity at Work
04. Harassment & bullying
05. Relationships at work

#### Employee performance

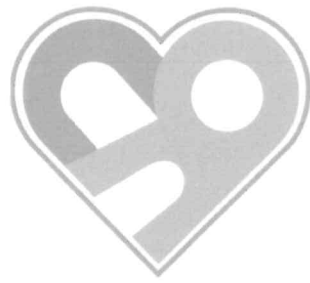
06. Disciplinary policy & procedure
07. Poor performance
08. Alcohol & drugs
09. Grievance policy

#### Leave & other absence

10. Sickness absence
11. Flexible working
12. Maternity
13. Paternity leave
14. Adoption leave
15. Parental leave
16. Time off for dependants
17. Bereavement

#### Employee safety & wellbeing

18. Employee health & safety
19. Employee data protection
20. Vehicle usage
21. Whistleblowing
22. Lone working
23. Anti-bribery



# Civility & Respect

IN COLLABORATION WITH SLCC, NALC, OVW, COUNTY ASSOCIATIONS

**This is to certify that**

**FOREST ROW PARISH COUNCIL  
has signed up to the Civility & Respect Pledge**

FOREST ROW PARISH COUNCIL believes now is the time to put Civility and Respect at the Top of the Agenda and start a culture change for the local council sector.

Certificate Number 1562

**FOREST ROW PARISH COUNCIL**

**will:**

- Treat all councillors, clerk and all employees, members of the public, representatives of partner organisations and volunteers with civility and respect in their role.
- Put in place a training programme for councillors and staff.
- Sign up to Code of Conduct for councillors.
- Have in place good governance arrangements including staff contracts and Dignity at Work Policy
- Commit to seek professional help at early stages should civility and respect issues arise.
- Commit to calling out bullying and harassment if and when it happens.
- Continue to learn from best practice in the sector and aspire to being a role model / champion council e.g., via Local Council Award Scheme.
- Support the continued lobbying for the change in legislation to support the Civility and Respect Pledge including sanctions for elected members where appropriate.

**Signed on behalf of the council by:**

Chair: \_\_\_\_\_ Date: \_\_\_\_\_

## **REPRESENTATIVES ON OUTSIDE BODIES**

C73/23 TO APPOINT REPRESENTATIVES TO OUTSIDE BODIES 06/06/2023

Ashdown Forest Liaison Committee – Cllrs. Harvey, Lewin and Volkers

Commoner of Ashdown Forest – Cllr. Eichner (Chairman)

Council for Protection of Rural England – vacant

East Sussex Association of Local Councils – Cllr. La Djoï

Forest Row Flood Network – Cllrs. Eichner and A M Waters

Forest Row Festival Committee – Cllrs; Harvey, Hugo and A J Waters

Forest Row Sports Ground Association – Cllrs. Harvey, A J Waters

New Forest Row Business Group – Cllrs. Gilbert, La Djoï, Scott and A M Waters

NHS Patient Liaison Group – Cllrs. Gilbert and Jaffay

North Wealden Community Transport Partnership – Cllr. Summers

Twinning Association – Cllrs. Eichner and Summers

Village Hall Management Committee – Cllr. Christie

Wealden District Association of Local Councils – Cllr. A J Waters

Wealden DC North Planning Cluster – Cllrs. Gilbert and Lewin



## Quote SCHEDULE

Quote Reference - 510536703

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

### INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/08/2022 until the policy is cancelled
Date issued to insured :	15/07/2022
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 Forest Row RH18 5DZ
Additional insureds :	There are no Additional Insureds on this policy
Business :	Parish Council
General terms and conditions wording :	11604 WD-HSP-UK-PAC-GTC(4) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

### PREMIUM DETAILS

Annual premium :	£7,301.66	Annual Tax :	£876.20	Total :	£8,177.86
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# Quote SCHEDULE

Local councils & not-for profit organisations scheme

## PROPERTY – BUILDINGS

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

Premises address	Sum insured
Community Centre, Community Centre, Forest Row, RH18 5DZ	£2,212,262
Groundsman's Compound Shed,	£16,301
Hambro Hall, Hartfield Road, Forest Row, RH18 5DZ	£425,789
The VENUe on The Green, Foresters' Green, Forest Row, RH18 5FY	£584,875
Timber Shed - Memorial Garden,	£13,352
The Cube, Hartfield Road, Forest Row, RH18 5DZ	£133,819

Item description	Excess	Amount Insured
Total Buildings	£250	£3,386,398
Gates and fences	£250	£25,025
Fixed outside equipment	£250	£6,382
Street furniture	£250	£124,966
War memorials	£250	£31,488
Playground equipment	£250	£175,455
Sports surfaces	£250	£0
Other surfaces	£250	£27,452
Rent receivable	£250	

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

## Special excesses

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

## Additional cover

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

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



## Quote SCHEDULE

<b>Endorsements</b>
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<b>308.0.2</b>	Flat roof condition
<b>6469.0</b>	Addition of cover: under insurance restriction (Buildings)
<b>6728.0</b>	Removal of cover: cyber claims and losses
<b>6351.0</b>	Floating amount insured (Buildings)



## Quote SCHEDULE

### PROPERTY – CONTENTS

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

Item description	Excess	Amount Insured
General contents including computer and ancillary equipment	£250	£110,781
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£14,412
Sports equipment	£250	£0
Rent payable	£250	£0

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

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

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



## Quote SCHEDULE

<b>Exhibitions stands and equipment temporarily elsewhere</b>	£25,000 or 10% of the amount insured for contents, whichever is the less
<b>Defibrillators</b>	£5,000
<b>Bequeathed property</b>	£5,000
<b>Fund raising events</b>	£5,000
<b>Contents kept at home</b>	£25,000 or 10% of the amount insured for contents, whichever is the less
<b>Fraud and dishonesty</b>	£400,000 the aggregate per period of insurance

### Endorsements

<b>240.3</b>	Minimum security condition
<b>6226.0</b>	Addition of cover (Travel expenses)
<b>6729.0</b>	Removal of cover: cyber claims and losses
<b>6349.1</b>	Floating amount insured (Contents)
<b>308.0.1</b>	Flat roof condition
<b>6222.0</b>	Amendment of cover (Fidelity guarantee)

### PROPERTY AWAY FROM THE PREMISES

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

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

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

### PROPERTY – BUSINESS INTERRUPTION

**Section wording Insurer** 11601 WD-HSP-UK-PAC-PYI(6)  
Hiscox Insurance Company Limited

Item description	Indemnity period	Amount Insured
Loss of income	12 months	£96,000
Additional increased costs of working	12 months	£10,000

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

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

## Quote SCHEDULE

<b>Special limits</b>	(included within and not in addition to the overall limit/amount insured above)
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<b>Denial of access</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Non-damage denial of access</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Bomb threat</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Suppliers</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Public utilities</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Public authority</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Failure of safety equipment</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Loss of attraction</b>	£100,000 or the total amount insured for Business interruption, whichever is less
<b>Alternative hire costs</b>	£5,000
<b>Equipment breakdown</b>	Not insured

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

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

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

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

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

## Quote SCHEDULE

<b>Additional cover</b>	(in addition to the overall limit/amount insured above)
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<b>Unauthorised use of third party telephones by your employees</b>	£2,500 any one period of insurance
<b>Loss of excess or no claims discount</b>	£250 any one period of insurance
<b>Loss of third party keys</b>	£2,500 any one period of insurance
<b>Defamation and intellectual property rights</b>	£500,000 any one period of insurance

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

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

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

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

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

<b>Endorsements</b>	
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524.0	Commercial legal protection (charities)
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# Quote SCHEDULE

**PERSONAL ACCIDENT**

**Section wording** 11608 WD-HSP-UK-PAC-PA(4)  
**Insurer** Hiscox Insurance Company Limited

**Personal accident**

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

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

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

**Endorsements**

**6752.0** Amendment of cover: cyber claims and losses

**CRISIS CONTAINMENT**

**Wording** 15369 WD-HSP-UK-PAC-CRI(1)  
**Insurer** Hiscox Insurance Company Limited  
**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 overall limit/amount insured above)

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

**Endorsements**

**9003.0** Crisis containment provider: Hill Knowlton

## Quote SCHEDULE

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

<b>Property – buildings clauses in full</b>
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<b>Clause</b>	<b>308.0.2</b>	<p>Flat roof condition  <b>We</b> will not make any payment for <b>damage</b> 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.</p>
<b>Clause</b>	<b>6469.0</b>	<p>Addition of cover: under insurance restriction (Buildings)                  The following is added to <b>How much we will pay</b>, Under insurance:</p> <p>If, at the time of <b>damage</b>, the <b>amount insured</b> is less than 85% of the total rebuilding cost of the <b>buildings</b> including an allowance for other costs, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance. If, however <b>you</b> provide us with a professional valuation of the <b>buildings</b> that was carried out within the 3 years preceding the incident of loss, <b>we</b> will not apply this reduction.</p>
<b>Clause</b>	<b>6728.0</b>	<p>Removal of cover: cyber claims and losses  <b>What is not covered</b> 1. m. 'any virus.' is deleted.</p> <p>The following is added to <b>What is not covered</b>:</p> <p><b>We</b> will not make any payment for <b>damage</b> to, or any loss, cost or expense arising in respect of any item of <b>computer or digital technology</b> which is directly caused by:</p> <ul style="list-style-type: none"> <li>a. a <b>cyber attack</b> or fear or threat of a <b>cyber attack</b>;</li> <li>b. a <b>hacker</b> or fear or threat of a <b>hacker</b>; or</li> <li>c. its digital connectivity to any other item of <b>computer or digital technology</b> which has been directly affected by a <b>cyber attack</b> or <b>hacker</b>.</li> </ul> <p><b>We</b> will however cover any other <b>damage</b>, loss, cost or expense insured under this section which is caused by the <b>cyber attack</b> or <b>hacker</b>.</p> <p><b>We</b> will not make any payment for <b>damage</b>, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a <b>computer or digital technology error</b>.</p> <p><b>We</b> will not make any payment for the <b>reconstitution of data</b> or the value to <b>you</b> of any lost or distorted records or data.</p> <p><b>We</b> will not make any payment for loss or <b>damage</b> due to <b>your</b> parting with title or possession of <b>property</b> or rights to <b>property</b> prior to receiving payment in full.</p>
<b>Clause</b>	<b>6351.0</b>	<p>Floating amount insured (Buildings)                  The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for <b>damage</b> to such items however many locations are affected.</p>

<b>Property – contents clauses in full</b>
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<b>Clause</b>	<b>240.3</b>	<p><b>Minimum security condition</b>  <b>We</b> will not make any payment for <b>damage</b> unless the physical security measures at the <b>insured location</b> comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none"> <li>1. The final exit door is secured by:             <ol style="list-style-type: none"> <li>a. a rim automatic deadlock conforming to or superior to BS3621; or</li> <li>b. a mortice deadlock conforming to or superior to BS3621; or</li> </ol> </li> </ol>
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## Quote SCHEDULE

- c. a key operated multi-point locking system having at least three locking bolts.
- 2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
  - a. a locking device specified in 1 above; or
  - b. by two key operated security bolts to engage the door frame.
- 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
  - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
  - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
  - a. secured by means of a key-operated locking device; or
  - b. permanently screwed shut.

Please note:

- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
  - a. fixed round or square section solid steel bars not more than 10 cm apart; or
  - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
  - c. proprietary collapsible locking gate grilles.

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 injury or illness of a member of staff, **councillor** or trustee; or
    - the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, **councillor** or trustee; or
    - the death, accidental injury or illness of any person with whom a member of staff, **councillor** or trustee is planning to stay or conduct business; or
    - a member of staff, **councillor** or trustee being called for jury service or as a court witness; or
    - damage** to a member of staff or **councillor's** or trustee's pre-booked accommodation making it impossible for the member of staff or **councillor** or trustee to stay there.
    - damage** to the scheduled means of transport or any strike, riot, civil commotion or **terrorism** which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or **councillor** or trustee is booked to travel on their outward or return journey.

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

Clause 6729.0

### Removal of cover: cyber claims and losses

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

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



## Quote SCHEDULE

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locks.

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

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

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

a. a **cyber attack** or fear or threat of a **cyber attack**;

b. a **hacker** or fear or threat of a **hacker**; or

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

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

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

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

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

Clause	6349.1	<p><b>Floating amount insured (Contents)</b></p> <p>The cover under this section applies to all locations occupied by <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for <b>damage</b> to <b>your contents</b> however many locations are affected.</p>
Clause	308.0.1	<p><b>Flat roof condition</b></p> <p><b>We</b> will not make any payment for <b>damage</b> 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.</p>
Clause	6222.0	<p><b>Amendment of cover: fidelity guarantee</b></p> <p><b>What is not covered</b>, 9 is amended to read as follows:</p> <p>g. loss by fraud or dishonesty of a <b>councillor</b> or any other person working under a contract of service with <b>you</b>, other than where cover is provided under Additional cover, Fidelity guarantee.</p> <p><b>How much we will pay</b>, Fraud and Dishonesty is deleted.</p> <p>The following is added to <b>What is covered</b>, Additional cover:</p> <p>Fidelity guarantee</p> <p>23. <b>your</b> financial loss resulting solely and directly from fraud or dishonesty of a <b>councillor</b> or any other person working under a contract of service with <b>you</b>, discovered by <b>you</b> during the period of <b>insurance</b> provided that:</p> <p>a. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and</p> <p>b. <b>you</b> were unaware of any previous act of fraud or dishonesty committed in the course of their employment by such <b>councillor</b> or any other person working under a contract of service with <b>you</b>; and</p> <p>c. there was a clear intention to cause <b>you</b> financial loss and to obtain a personal financial gain over and above salary, bonus or commission; and</p> <p>d. <b>your</b> financial loss was wholly sustained within the 12 month period prior to its discovery; and</p>



## Quote SCHEDULE

- 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 £400,000.

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

<b>Business interruption clauses in full</b>
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<b>Clause</b>	<b>6731.0</b>	<p><b>Removal of cover: cyber claims and losses</b>                  Where applicable:</p>
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## Quote SCHEDULE

1. **Special definitions for this section, Cyber attack** is deleted.
2. **What is covered, Cyber attack** and **What is covered, Additional cover, Hacker damage,** are deleted.

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

**We** will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

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

However:

- i. this exclusion does not apply to **What is covered, Financial losses from insured damage;** and
- ii. exclusion c. above does not apply to **What is covered, Equipment Breakdown.**

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of **your policy**.

<b>Clause</b>	<b>6820.0</b>	<b>Amended definition: income</b> <b>Special definitions for this section, Income,</b> is amended to read as follows:  <b>Income</b>  The total income from your <b>activities</b> carried out from <b>your insured location</b> . This does not include precept income.
<b>Clause</b>	<b>6350.1</b>	<b>Floating amount insured (Business interruption)</b> The cover under this section applies to all locations occupied by <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for each interruption to <b>your activities</b> however many locations are affected.

### Employers' liability clauses in full

<b>Clause</b>	<b>3121.0</b>	<b>Employers Liability Tracing Office (ELTO) – mandatory information required</b> <b>You</b> must provide <b>us</b> with the following information for this section of the <b>policy</b> for each entity insured under this section of the <b>policy</b> : 1. Employer name; and 2. Full address of employer including postcode; and 3. HMRC Employer Reference Number (ERN). If any insured entity does 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. <b>You</b> must inform <b>us</b> immediately of any changes to the above information.
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<b>Clause</b>	<b>6734.0</b>	<b>Confirmation of cover: cyber claims</b> The following is added to <b>What is covered</b> :
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## Quote SCHEDULE

### Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

### Public and products liability clauses in full

<p><b>Clause</b></p>	<p><b>6080.0</b></p>	<p><b>Firework and bonfire condition endorsement</b>                      The following applies to the whole of this <b>policy</b> and is a condition precedent to <b>our</b> liability.                      We will not make any payment under this insurance unless <b>you</b> comply with all of the requirements below.                      Whenever <b>you</b> are responsible for any firework or bonfire displays at the <b>insured location, you</b> must ensure that:</p> <ol style="list-style-type: none"> <li>1. there is a written risk assessment in place for the proposed event; and</li> <li>2. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and</li> <li>3. the relevant local authorities have been notified and permission for the event granted and <b>you</b> must also ensure that any requirements from the authorities are fully complied with; and</li> <li>4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and</li> <li>5. fireworks are purchased from a reputable supplier and are not modified in any way; and</li> <li>6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and</li> <li>7. there is appropriate first aid presence on site, in line with the risk assessment document; and</li> <li>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</li> <li>9. all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and</li> <li>10. any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material; and</li> <li>11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and</li> <li>12. there will be no use of accelerants or other flammables on any bonfire; and</li> <li>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</li> <li>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.</li> </ol> <p>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.</p>
<p><b>Clause</b></p>	<p><b>6735.0</b></p>	<p><b>Removal of cover: cyber claims</b>                      The following are added to <b>Special definitions for this section:</b></p> <p><b>Computer or digital technology</b></p> <p>Any <b>programs</b>, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p><b>Computer or digital technology error</b></p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b>.</li> </ol>



# Quote SCHEDULE

### Cyber attack

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

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

### Hacker

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

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

### Personal data

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

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

Cyber incidents

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

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

Personal data

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

**Officials indemnity clauses in Full**

Clause	705.4	<b>Prior &amp; pending litigation date</b> Prior & pending litigation date 01/08/2022
Clause	3215.0	<b>Amendment of cover: cyber claims (DO)</b> The following are added to <b>Special definitions for this section</b> :

## Quote SCHEDULE

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### Computer or digital technology

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

### Computer or digital technology error

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

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

### Cyber attack

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

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

### Data subject

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

### Hacker

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

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

### Personal data

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

### Social engineering communication

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

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

### Additional cover

Loss of data resulting from a cyber incident

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

## Quote SCHEDULE

such **claims**.

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

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

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

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

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

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

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

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

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

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

Clause 3216.0

### **Amendment of cover: breach of professional duty (DO)**

**What is not covered**, Breach of professional duty, is amended to read as follows:

Breach of duty to customers

**We** will not make any payment for any **claim, loss or investigation** where any **claim** is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:

- a. **legal representation costs** or any insurable civil fines or penalties associated with an investigation resulting from the **claim**;
- b. any **health and safety/manslaughter claim**; or
- c. a **claim** by any of **your** shareholders including any shareholder derivative proceedings in **your** name without your or any **insured person's** voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.

### 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 policy reference 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.



# Quote SCHEDULE

**Crisis containment: endorsements**

Clause	6752.0	<b>Amendment of cover: cyber claims and losses</b>
		<p>The following are added to <b>Special definitions for this section:</b></p> <p><b>Computer or digital technology</b></p> <p>Any <b>programs</b>, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p><b>Computer or digital technology error</b></p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"><li>1. creation, handling, entry, modification or maintenance of; or</li><li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b>.</li></ol> <p><b>Cyber attack</b></p> <p>Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:</p> <ol style="list-style-type: none"><li>1. gain access to;</li><li>2. extract information from;</li><li>3. disrupt access to or the operation of; or</li><li>4. cause damage to, any data or <b>computer or digital technology</b>, including but not limited to any:<ol style="list-style-type: none"><li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li><li>b. denial of service attack or distributed denial of service attack.</li></ol></li></ol> <p><b>Hacker</b></p> <p>Anyone, including an employee of <b>yours</b>, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"><li>1. <b>computer or digital technology</b>; or</li><li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li></ol> <p>The following is added to <b>What is not covered:</b></p> <p>Cyber incidents</p> <p><b>We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:</b></p> <ol style="list-style-type: none"><li>a. <b>cyber attack</b>;</li><li>b. <b>hacker</b>;</li><li>c. <b>computer or digital technology error</b>;</li><li>d. any fear or threat of a. to b. above; or</li><li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.</li></ol> <p>Mental anguish and distress</p> <p><b>We will not make any payment for any injury or illness resulting from mental anguish</b></p>





## Quote SCHEDULE

or distress.

### Crisis containment: endorsements

Clause

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 hours.

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.



# Quote SCHEDULE

**Clauses - applicable to the whole policy**

<b>Clause</b>	<b>6630.00</b>	<p><b>Flood Exclusion</b> We will not make any payment for damage directly or indirectly caused by flood. The VENUe on The Green, Foresters' Green, Station Road, Forest Row, Sussex, RH18 5FY, United Kingdom</p>
<b>Clause</b>	<b>6727.0</b>	<p><b>Additional definition: cyber</b> The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of <b>your policy</b>:</p> <p><b>Computer or digital technology</b> Any <b>programs</b>, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p><b>Computer or digital technology error</b> Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any <b>computer or digital technology</b>.</li> </ol> <p><b>Cyber attack</b> Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to:</p> <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to, any data or <b>computer or digital technology</b>, including but not limited to any:             <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol> </li> </ol> <p><b>Hacker</b> Anyone, including an employee of <b>yours</b>, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol> <p><b>Program(s)</b> A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.</p>
<b>Clause</b>	<b>603.1</b>	<p><b>Commercial assistance &amp; legal advice helpline</b> This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p>

## Quote SCHEDULE

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- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

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

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

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

**Clause**                      **999.0**                      Long Term Agreement

### 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: 31/07/2023
- 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 01/08/2021 and ending on 31/07/2024, 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

## Quote SCHEDULE

### INFORMATION ABOUT US

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

Name	<b>Hiscox Underwriting Limited</b>
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

### Insurers

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

Name	<b>Hiscox Underwriting Limited</b>
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority
Name	<b>DAS Legal Expenses Insurance Company Limited</b>
Registered address	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
Company registration	Registered in England number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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

# Forest Row Parish Council – DATES OF MEETINGS 2024/2025

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

2024	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
May													PL	APM							AGM													
June			PL								FC													PL										
July		F							CS						PL	F&P																		
Aug					PL																						PL							
Sep																PL								FC										
Oct							PL	F														CS												
Nov																																		
Dec																																		

2025	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
Jan																																			
Feb														FC																					
Mar																																			
Apr																																			
May																																			

KEY

- Full Council
- Planning
- Finance & Policy
- Facilities
- Personnel
- Community Services

Please ensure that the above dates are in your diaries.

21 Feb 2024

# FOREST ROW PARISH COUNCIL

## DATES OF MEETINGS 2024/25

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.

<b>FULL COUNCIL</b> 11 JUNE 2024 30 JULY 2024 24 SEPT 2024 3 DEC 2024 14 JAN 2025 25 FEB 2025 29 APR 2025	<b>FINANCE &amp; POLICY</b> 16 JULY 2024 5 NOVEMBER 2024 11 FEBRUARY 2025 15 APRIL 2025	<b>FACILITIES</b> 2 JULY 2024 8 OCT 2024 21 JAN 2025 11 MAR 2025	<b>COMMUNITY SERVICES</b> 9 JULY 2024 22 OCT 2024 28 JAN 2025 25 MAR 2025	<b>PLANNING</b> 3 & 24 JUNE 2024 15 JULY 2024 5 & 27 AUG 2024 16 SEPT 2024 7 & 28 OCT 2024 18 NOV 2024 9 DEC 2024 6 & 27 JAN 2025 17 FEB 2025 10 & 31 MAR 2025 22 APR 2025 12 MAY 2025
				<b>PERSONNEL</b>
<b>ANNUAL GENERAL MEETING</b> 2024 21 MAY 2024		<b>ANNUAL PARISH MEETING</b> 14 MAY 2024		

21 FEB 2024



**Report of the Wealden Parish Independent Remuneration Panel  
on Town and Parish Councillor Allowances for 2023/2024**

**Introduction**

1. This is the 22nd Annual Report of the Parish Independent Remuneration Panel for 2023/24. 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 an increase in allowances in line with that recommended for district Councillors, with Basic and Chairman's Allowances rounded to the nearest pound.

<b>2023/24</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>
<i>Basic Allowance</i>	£180	£447	£1,426
<i>Chairman's Allowance</i>	£312	£702	£1,969

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

Breakfast	£7.15	When away from home on approved Council business before 8 a.m.
Lunch	£9.35	When away from home on approved Council business between 12 noon and 2 p.m.
Evening Meal	£16.50	When away from home on approved Council business after 7 p.m.
Overnight absence outside London	£94	
London and specific Conferences	£105	

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.

- e) That the recommendations set out above are all proposed for implementation at the commencement of the financial year 2023/24. 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.

ANNUAL SUBSCRIPTIONS

Association of Local Council Clerks (ALCC)	£ 50.00
Ashdown (Holtye) CPD Ltd (H & S)	£ 1094.00
Council HR & Governance Support	£ 960.00
Information Commissioner (Data Protection)	£ 40.00
Institute of Cemetery & Crematorium Management (ICCM)	£ 100.00
National Association of British Market Authorities (NABMA)	£ 434.00
East Sussex Association of Local Councils (ESALC)	£ 1369.66
PPLPRS (Music licence)	£ 1403.27
Society of Local Council Clerks (SLCC)	£ 357.00
Wealden Association of Local Councils (WealdAC)	£ 30.00



LIST OF DIRECT DEBIT INSTRUCTIONS AS AT 15<sup>TH</sup> MAY 2024

O2	STAFF PHONE
O2	YOUTH SUPERVISOR PHONE
BARCLAYCARD	FEES
ALLSTAR BUSINESS SOLUTIONS	OUTDOOR MAINTENANCE FUEL
BNP PARIBAS	COPIER LEASE
BT PAYMENT SERVICES	TELECOMMUNICATIONS
BIFFA WASTE SERVICES LTD	WASTE DISPOSAL
ENGIE	ELECTRICITY
FIRST DATA GLOBAL LEASING	CREDIT CARD PROCESSING EQUIPMENT
FOCUS	HELPLINE (STILL IN CONTRACT)
EFD ENERGY	STREELIGHT POWER
TELECOMS WORLD PLC	0800 NUMBER
CORONA ENERGY RETAIL	COMMUNITY CENTRE GAS
SIEMENS FINANCIAL SERVICES	DRINKS MACHINE LEASE
PAS UTPL	CREDIT CARD MACHINE CHARGES



## **FOREST ROW PARISH COUNCIL RESERVES POLICY [ancillary to the FRPC Financial Regulations]**

### **1. INTRODUCTION**

The Parish Council is required to maintain adequate financial reserves to meet the needs of the organisation. The purpose of this policy is to set out how the Council will determine and review the level of reserves.

Section 50 of the Local Government Finance Act 1992 requires local councils to have regard to the level of reserves needed for meeting estimated future expenditure when calculating the budget requirement. However, there is no specified minimum level of reserves that an authority should hold and it is the responsibility of the Responsible Financial Officer (RFO) to advise the Council about the level of reserves and to ensure that there are procedures for their establishment and use.

The Council's policy on the establishment, maintenance and adequacy of reserves and balances will be considered annually.

### **2. TYPES OF RESERVE**

The Council will hold reserves for these three main purposes:

- A working balance – this forms part of the general reserves.
- A contingency fund– this also forms part of general reserves.
- A means of building up funds, sometimes called 'earmarked' but referred to in this policy as nominated reserves, to meet known or predicted requirements.

### **3. GENERAL RESERVES**

3.1 The general reserves are a balance on the Council's revenue account which is not held for any specific purpose other than to cushion the council's finances against any unexpected short-term problems in the council's cash flow, or to allay the impact of unexpected events or emergencies.

3.2 The general reserves are to be maintained at a level based upon a risk assessment carried out annually by the RFO when setting the budget for the forthcoming year. Any surplus on the general reserves above the required balance may be used to fund capital expenditure, be appropriated to nominated reserves or used to limit any increase in the precept.

3.3 The current protocol with respect to general reserves is that: "The Parish Council should endeavour to maintain its revenue reserve balances at a level of 6 months of net expenditure." The internal auditor has indicated that under the council's current financial arrangements, a general reserve figure of £200,000 is desirable, and the figure should not be less than £180,000.

## 4. NOMINATED RESERVES

4.1 Nominated reserves represent:

- ring-fenced balances of grant funds or third-party allocations reserved to specific projects in progress;
- amounts generally built up over a period of time which are nominated for specific items of expenditure to meet known or anticipated liabilities or projects, and intended to reduce the impact of meeting the full expenditure in one year.

4.2 Note that it is not the policy of this Council to operate a 'carryover' system whereby unspent reserves are automatically carried forward into the following financial year. Nevertheless, where a nominated reserve is expected to be increased annually towards a projected future total, the amount nominated in any given year will be treated as the starting point for the calculation of an increased figure in a following year.

4.3 The Council, when establishing a nominated reserve, will set out:

- The reason / purpose of the reserve.
- How and when the reserve can be used.
- Procedures for the management and control of the reserve.
- A process and timescale for review of the reserve to ensure continuing relevance and adequacy.

4.4 As part of the calculation of a nominated reserve, consideration must be given as to when the projected expenditure will fall due. If the nominated reserve is to be built up over a period of years, annual increases in the relevant reserve should be on a proportionate incremental rather than a fixed annual basis (ie the sum set aside increases by a set percentage each year), so that the financial liability falls progressively on those taxpayers more likely to benefit from the final implementation of the relevant asset or service.

## 5. GOVERNANCE ISSUES

5.1 The policy on Reserves will be reviewed annually as part of the review of Financial Regulations and reported to the Council as part of the budget setting process.

5.2 The RFO will consider the likely needs of the general and nominated reserves for the forthcoming financial year as part of the process of setting the revenue budget, having regard to the predicted outturn of the current year income & expenditure. However, the reserves budget as such will be presented for the Council's approval only at the financial year-end when the precise balances are calculated, and at that point the Council will have the opportunity to review the levels of reserves held in accordance with the Council's Financial Regulations and make proposals for the creation of additional nominated reserves as part of the budgeting process.

Policy due for review: May 2024
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**RESERVES  
FOR 2024-25**

	2023-24 actual	2024-25 planned	reason	2024-25 actual	reason
<b>General reserve</b>	194949	<u>200000</u>	round-up	188300	reduce per deficit
<b>Nominated</b>					
Playground	32500	<u>55000</u>	increase for works	30000	reduce per deficit
Highway match	2000	<u>25000</u>	increase for works	0	no longer req'd
By-elections	1000	<u>1000</u>	hold steady	1000	hold steady
Cemetery land	30000	<u>30000</u>	hold steady	25000	reduce per deficit
CC refurb	31000	<u>30000</u>	hold steady	18000	new revenue code
Devolved services	5000	<u>5000</u>	hold steady	0	no longer req'd
PWLB loan	10000	<u>10000</u>	hold steady	10000	hold steady
CIL money	10084	<u>10084</u>	none spent	10084	hold steady
<b>TOTAL</b>	<b>316533</b>	<b>366084</b>		<b>282384</b>	
		<b>49551</b>	import from precept		final year end balance