

**PAPER 1**

**PREMIUM NOTIFICATION**

Agent

James Hallam Insurance (CAS)  
Spargo House  
10 Budshead Way  
Crownhill, Plymouth  
PL6 5FE

Phone: 01752 670440  
UK 6171

Policyholder

Tattingstone Parish Council  
34 Sycamore Way  
Brantham  
Manningtree  
CO11 1TL

525763

Policy number	<b>ACY 2389211</b>	Reason	<b>Renewal</b>
Policy type	<b>Charity and Community (Essentials)</b>		
Period of insurance from	<b>0:01 Hrs 1/10/23</b>	Premium	£475.27
to	<b>Midnight 30/09/24</b>	Insurance Premium Tax (IPT)	£57.02 at 12.0%
		<b>Total premium</b>	<b>£532.29</b>

Number of claims in previous insurance year: 0

Your Long Term Undertaking (LTU) expires on 30/09/25

Please refer to the notes overleaf regarding renewal of your policy.

Date of Issue 22/08/23

### **Does this policy still meet your needs?**

Your requirements may change over time, so you may benefit from reviewing the current sums insured, limits of indemnity and the level of cover under your policy to ensure it remains sufficient for your needs. Contact your insurance advisor or us to discuss any changes that you need.

### **Notes applying to renewal of your policy**

1. It is your responsibility to take the necessary action to renew your policy before the renewal date to ensure that you remain covered. Contact your insurance advisor or us if you have any questions about the renewal of your policy.
2. a) If you pay your premium annually then payment must be made to your insurance advisor or us before the renewal date. No obligation rests on us to accept the premium if paid after the renewal date.  
b) If you pay your premium by instalments to us, no action is needed if you intend to renew the policy. If you decide not to renew your policy, please cancel the direct debit mandate.
3. You must make sure that the information provided to us for this policy is, and will continue to be accurate and not misleading and is a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. If any of the information you provide is not accurate or is misleading, then we may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and keep the premium. You should keep a record (including copies of letters) of any information you give to your insurance advisor or us when renewing the policy.
4. If in between the time of the issue date of this document and the renewal date, you suffer a loss, damage or any other incident that gives rise to a claim, then we retain the right to alter or withdraw the terms of the renewal.
5. a) Your last declared income and wage roll figures are shown in the enclosed schedule and Statement of Facts. If these figures have changed by more than 10%, please inform your insurance advisor or us as it may be necessary to reassess your renewal terms.  
b) We may require you to complete a declaration form in advance of your renewal date and this must be returned to your insurance advisor or us by the date stated on the form, otherwise a premium loading may be applied.
6. You may have difficulty obtaining the cover you currently have should you decide to cancel or not renew your policy, for example if your premises are in an area prone to flooding or subsidence.

### **Important Reminder**

Throughout your policy there are special requirements which are aimed at reducing the risk of loss, damage or liability. If you do not keep to these requirements we will not pay for claims (unless we agree otherwise). Please make sure you comply with any requirements that apply to you.

Date of Issue 22/08/23

## NOTICE TO POLICYHOLDERS

### Important - Cyber updates to your policy wording

Please note that from the policy inception, or the first renewal date of your policy, on or after the 1st January 2022, we need to make some changes to your policy. In this notice, we explain these changes and the reason for them.

Before renewing your policy, please make sure that the cover provided meets your needs. By continuing to insure with us you accept these changes and they will form part of your policy on renewal.

If we have made further changes to your policy there may be other notices that apply, please read these in addition.

We recommend that you keep this notice with your schedule and policy booklet.

### Summary of changes

#### Infectious Disease and Cyber Loss (Property) General Exclusions

When property insurance policies were developed, computer and cyber risks were rare or did not exist; therefore no specific exclusionary language was necessary at that time. As computer technology has evolved, allied with the growth of the internet and connectivity, exposure to cyber events has increased significantly.

As cyber risks have not been insured by standard property insurances, premiums have never included such cyber risks. To cater for these new risks specific Cyber insurance covers have been developed (please ask us or your broker for details).

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through an additional General Exclusion 'Cyber Loss (Property)' now added to your policy.

Previously, the 'Infectious or Communicable Disease' general exclusion was shown in the schedule under endorsement 324. This endorsement has been deleted and replaced with endorsement 330 'Infectious Disease and Cyber Exclusions and Data Protection Extension Limit', shown in the schedule. The terms, conditions and exceptions of the Infectious or Communicable Disease general exclusion are unchanged.

#### Cyber - Liabilities

As computer technology and internet usage has evolved, the risk of exposure to cyber events has increased significantly. It was never envisaged that liability policies would need to respond to these risks. There are specific Cyber policies available in the market that include cover for Cyber liability (please ask us or your broker for details).

Continued...

## NOTICE TO POLICYHOLDERS

### Important - Cyber updates to your policy wording

Continued...

#### **Cyber - Liabilities**

Following improved clarity and contract certainty in the reinsurance market as regards cyber risks, we are providing similar clarification under your policy through a new endorsement that has now been applied to various liability sections and will appear on your policy schedule.

The sections affected are those covering Public and Products Liability, Employers' Liability, Professional Indemnity and Trustees' and Directors' indemnity.

In this notice we provide a summary of these changes.

**Please note that not all policies will include all the sections listed, or you may have chosen not to include a particular section that is available, please see your schedule for the sections that apply to you.**

#### **Public and Products Liability**

"Cyber act" and "Cyber incident" are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to third parties or physical damage to third party property, and liability that arises under the Data Protection extension of the section.

The Data Protection extension to your section will now be subject to a limit of £1,000,000 for all claims in the period of insurance.

#### **Employers' Liability**

"Cyber act" and "Cyber incident" are excluded. However, the exclusion does not apply to claims arising from legal liability for bodily injury to employees.

#### **Professional Indemnity**

"Cyber act" and "Cyber incident" are excluded. However, the exclusion clarifies that a claim for negligent acts or omissions won't be excluded simply because a computer was used in providing the professional services or advice involved.

#### **Trustees' and Directors' Indemnity**

"Cyber act" and "Cyber incident" are excluded. However, the exclusion does not apply to claims by individual insureds for their wrongful acts as trustees. The exclusion applies in full to claims by the organisation itself.

The changes above, where applicable to the policy you have chosen, are shown in the schedule under endorsement 330 'Infectious Disease and Cyber Exclusions and Data Protection Extension Limit'.

## NOTICE TO POLICYHOLDERS

### NEW GENERAL EXCLUSION: TERRITORIAL EXCLUSION (PROPERTY)

Please note that from the policy inception, or the first renewal date of your policy, on or after the 1st May 2023, we need to make some changes to your policy.

As a result of the conflict within Ukraine, changes in the property reinsurance market now requires us to add a new territorial limits general exclusion to all of our insurance products. This is to ensure contract certainty and be clear we do not provide any insurance cover to any person resident of, or any entity located in, or any property located within, the regions of Belarus (Republic of Belarus), Russian Federation or Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

The new general exclusion does not apply to any liability, reputational risks or PR crisis communication, professional indemnity, trustees' and directors' indemnity, personal accident, legal expenses, or cyber cover sections where available under the policy you have chosen.

The new general exclusion will not apply if we are required to provide such cover by action of the law or regulation. In such circumstances if the policy you have chosen has a policy general condition for 'Sanctions', this general condition will continue to apply.

This clarification is shown as an additional policy general exclusion for 'Territorial Exclusion (Property)', now added to your policy. Please see endorsement 340 Territorial Exclusion (Property) - General Exclusions, shown in your policy schedule.

**THE SCHEDULE:** Attaching to and forming part of the policy bearing the number below and written upon policy form FA67 0721.  
 Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent  
**James Hallam Insurance (CAS)** Phone: 01752 670440  
 Spargo House UK 6171  
 10 Budshead Way  
 Crownhill, Plymouth  
 PL6 5FE

Policyholder  
**Tattingstone Parish Council** 525763  
 34 Sycamore Way  
 Brantham  
 Manningtree  
 CO11 1TL

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		<b>Total premium</b>	<b>£532.29</b>

Your Long Term Undertaking (LTU) expires on 30/09/25

DESCRIPTION OF THE ORGANISATION:  
 Council (town, parish or community)

CHARITABLE ACTIVITIES OF THE INSURED:

- a) We cover the following activities:
- \* Allotments
  - \* Clean-Ups and Litter Picks
  - \* Clerical and Other Non-Manual Work
  - \* Committee Activities
  - \* Conferences, Trade Shows and Exhibitions
  - \* Delivery And/Or Collection Of Goods
  - \* Domestic Duties
  - \* Fire Safety Or Theft Prevention Advice
  - \* Fireworks Display or Bonfire Event up to 100 Attendees
  - \* Fundraising Events (ex. Fireworks & Bonfires) up to 1000 people
  - \* Gardening (Domestic)
  - \* Gritting of pavements and paths
  - \* Meetings, coaching and mentoring
  - \* Provision and maintenance of municipal infrastructure
  - \* Provision and maintenance of parks, open spaces and playgrounds

Policy number ACY 2389211

**ADDITIONAL RISK INFORMATION**

\* Talks, Presentations And Seminars

Provided any activity above is not otherwise more specifically excluded in any section of this policy or by any endorsement forming part of this schedule or otherwise by us in writing.

**DECLARED INCOME, WAGES AND VOLUNTEERS**

You have declared to us your:

- a) income as £28,000
- b) wage roll as £3,600
- c) number of volunteers as 9

Policy number ACY 2389211

**SCHEDULE**

**General Cover**

The cover provided under the following sections (if shown as operative) applies to all locations specified under this policy.

SECTION	EXCESS (Unless another amount is stated by endorsement or in the policy wording)	COVER	
1 PUBLIC AND PRODUCTS LIABILITY Indemnity Limit	£100	OPERATIVE £10,000,000	
2 EMPLOYERS' LIABILITY Indemnity Limit		OPERATIVE £10,000,000	
3 TRUSTEES' AND DIRECTORS' INDEMNITY Indemnity Limit	£250	OPERATIVE £1,000,000	
4 PROFESSIONAL INDEMNITY		NOT OPERATIVE	
5 PERSONAL ACCIDENT Deferment period 14 days		OPERATIVE	
Person(s) insured:	Death Benefit	Permanent Total Disablement	Temporary Total Disablement (per week)
Employees/volunteers aged 16-65 years	£10,000	£10,000	£100
Employees/volunteers aged 66-75 years	£10,000	£10,000	£50
Employees/volunteers aged 76-80 years	£5,000	£5,000	£25
6 FIDELITY GUARANTEE Indemnity Limit Retroactive date - 1/10/2019	£250	OPERATIVE £50,000	
7 REPUTATIONAL RISKS 1. Libel and slander 2. PR crisis - any incident	£250	OPERATIVE £100,000 £5,000	
8 LEGAL EXPENSES Indemnity Limit		OPERATIVE £250,000	
9 CYBER		NOT OPERATIVE	
10 ALL RISKS Specified items (as per enclosed specification)	£75	OPERATIVE £500	
11 MONEY Limit during working hours Limit in transit Limit in bank night safe Limit in safe Personal accident (Assault) Deferment period 14 days Capital benefits Weekly benefits for persons aged 16 to 80	£75	OPERATIVE £5,000 £5,000 £5,000 £5,000  £10,000 £100	



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**SCHEDULE**

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
12 GOODS IN TRANSIT		NOT OPERATIVE
13 MOTOR POLICY COMPENSATION		NOT OPERATIVE

**Endorsements**

- |  |   |
|--|---|
| 046 - Long Term Undertaking                              | 215 - Activities                        |
| 330 - Infectious Disease, Cyber and Data Protection      | 333 - Parish Council Scheme Endorsement |
| 340 - Territorial Exclusion (Property)General Exclusions |   |

Policy number ACY 2389211

**SCHEDULE**

**Location: Municipal Infrastructure In the Parish of Tattingstone Ipswich IP9 2NA**

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement or in the policy wording)	<b>COVER</b>
14 PROPERTY DAMAGE including Accidental Damage	£100	OPERATIVE
Buildings sum insured		£95,813
Day one item - declared value		£83,316
Malicious people	£250	
15 BUSINESS INTERRUPTION		NOT OPERATIVE
16 LOSS OF LICENCE		NOT OPERATIVE
17 EQUIPMENT BREAKDOWN		NOT OPERATIVE
18 TERRORISM		NOT OPERATIVE

**Endorsements**

- |  |  |
|--|--|
| 046 - Long Term Undertaking                              | 049 - Day One Non-Adjustable (Property Damage) |
| 330 - Infectious Disease, Cyber and Data Protection      | 333 - Parish Council Scheme Endorsement        |
| 340 - Territorial Exclusion (Property)General Exclusions |  |

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**ALL RISKS SPECIFICATION**

Item number	Description	Geographical Limits	Sum Insured
1	Laptop	United Kingdom	£500
<b>Total:</b>			<b>£500</b>

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**ENDORSEMENTS**

215 ACTIVITIES

1. EXCLUDED ACTIVITIES

The following exclusions are added to WHAT IS NOT COVERED under section 1 (Public and Products Liability):

a) Liability arising from any of the following activities:

- i.
  - abseiling
  - aerial activities of any kind
  - American football or Australian rules football
  - climbing requiring the use of hands as well as feet (other than children's playground equipment)
  - fire walking
  - firework and/or bonfire events organised or run by any **professional supplier**
  - glacier walking or trekking
  - Gaelic football
  - gorge walking and the like
  - gymnastics
  - horse, pony or donkey riding of any kind
  - martial arts or fighting sports of any kind
  - Olympic style weightlifting
  - parkour or freerunning
  - powerlifting
  - professional sport of any kind
  - racing or time trials (other than on foot)
  - rugby
  - tree climbing
  - underground activities of any kind including but not limited to caving and potholing.
- ii. football where:
  - **your** football team(s) is (are) participating in a league system (including official training and practice sessions)
  - **you** manage, control or organise a football league system.
- iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

b) Liability arising from any activity that involves the use of:

- airborne lanterns
- bicycles other than for normal road use
- cables or wires
- elastic ropes
- fireworks or explosive items (other than as specifically stated as part of **your** Charitable Activities shown in the schedule)
- land, kite or fly boards of any kind
- land, sand or ice yachts of any kind
- motorised fairground rides
- roller blades
- sandboards
- segway vehicles
- skates
- skateboards and hover boards
- skis
- sleds
- snowboards
- snow tubes of any kind
- toboggans
- water based play inflatables
- weaponry.

c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:

- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
- trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

d) Liability, other than liability relating to **products**, for any **mobility equipment** hired or loaned out by **you**.

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION

Section 1 (Public and Products Liability), subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any **professional supplier**:

- abseiling
- aerial runways
- air rifle shooting
- archery
- assault courses
- BMX riding
- clay pigeon shooting
- climbing wall
- climbing with ropes
- dry slope skiing or boarding
- go-karting
- gymnastics
- horse, pony or donkey riding
- ice skating
- inflatable play equipment
- javelin throwing
- land, kite or fly surfing or boarding
- land, sand or ice yachting
- motorised fairground rides
- Olympic style weightlifting
- paint-balling
- powerlifting
- roller blading
- roller skating
- rope courses
- skateboarding
- zip wires
- zorbing.

Policy number ACY 2389211

**ENDORSEMENTS**

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

1. The policy definitions of **computer system** and **data** are deleted and replaced by:

**computer system**

For the Cyber section only this definition is as follows:

**hardware, data**, computer networks, websites, intranet and extranet sites

For the Terrorism section only this definition is as follows:

any computer or other equipment or component or system or item which processes, stores, transmits or receives **data**

For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility

**data**

For the Cyber section only this definition is as follows:

facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **hardware**, but not including software and programs

For the Terrorism section only this definition is as follows:

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever

For the Public and Products Liability section, Employers' Liability section, Professional Indemnity section, Trustees' and Directors' Indemnity section and the Cyber Loss (Property) General Exclusion only this definition is as follows:

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

2. The following definitions are added to this policy:

**cyber act**

any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of, or operation of any **computer system**

**cyber incident**

a) any error or omission, or series of related errors or omissions involving access to, processing of, use of, or operation of any **computer system**, or  
 b) any partial or total unavailability, or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any **computer system**

**infectious or communicable disease**

any disease, pandemic or epidemic including but not limited to any:

- a) virus
  - b) bacterium
  - c) parasite
  - d) other organism or infectious matter
  - e) mutation or variation to any of the above
- whether:
- i. living or dead
  - ii. natural or artificial
  - iii. officially declared an epidemic or pandemic or not
- transmitted by any direct or indirect means (whether asymptomatic or not)

**time element loss**

business interruption, contingent business interruption or any other consequential losses

Continued....

Policy number ACY 2389211

## ENDORSEMENTS

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

3. The following General Exclusions are added to this policy:

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

### INFECTIOUS OR COMMUNICABLE DISEASE

loss, **damage**, liability, cost, expense or any other sum of whatsoever nature directly or indirectly caused by, resulting from, arising out of or related to or contributed to by:

a) any **infectious or communicable disease** including but not limited to:

- i. the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
- ii. contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease** but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from, or caused by, a peril otherwise insured by this policy

b) any action taken or failure to take action to prevent, control or respond to any **infectious or communicable disease**.

Provided that:

- this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- in the event of any contradiction in this policy this exclusion shall always take primacy
- where **we** apply this exclusion the burden of proving the contrary shall be upon **you**
- this exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:
  - a) Employers' Liability
  - b) Public Liability
  - c) Medical Malpractice
  - d) Reputational Risks
  - e) PR Crisis Communication
  - f) Professional Indemnity
  - g) Trustees' and Directors' Indemnity
  - h) Directors' and Officers' Liability
  - i) Personal Accident
  - j) Legal Expenses
  - k) Terrorism.

### CYBER LOSS (PROPERTY)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

a) any unauthorised access to, or loss of, alteration of, or damage to, or a reduction in the functionality, availability or operation of a **computer system** or any unauthorised access to, or modification of, **data**.

Notwithstanding the provisions of this sub-paragraph 1. a) and subject to all other terms and conditions and exclusions contained in this policy, this policy will provide cover for physical loss of, or physical damage to, property insured under this policy (not including **data**) and any **time element loss** directly resulting therefrom where such physical loss, or physical damage, is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy:

- i. Fire, lightning or explosion
- ii. Impact by aircraft or vehicle or animal or falling objects
- iii. Wind, storm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunamis, flood, freeze or weight of snow
- iv. Escape of water or oil
- v. Riot or civil commotion
- vi. Subsidence, heave or landslip
- vii. Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
- viii. Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
- ix. Accidental damage to insured property caused by persons physically present at both the time and location of such damage

Continued....

Date of issue 22/08/23

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Policy number ACY 2389211

**ENDORSEMENTS**

330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

3. The following General Exclusions are added to this policy:

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

**CYBER LOSS (PROPERTY)**

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

b) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

Notwithstanding the provisions of this sub-paragraph 1. b) in the event that hardware or the data storage device of a **computer system** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph 1. a) above which results in damage to, or loss of, **data** stored on that hardware or the data storage device, then the damage to, or loss of, such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** under this policy shall be limited to the cost of reproducing **data**, provided that such costs are otherwise indemnifiable under this policy.

Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering and assembling such **data** but shall not include the value of the **data** whether to the **insured** or any other party even if such **data** cannot be recreated, gathered or assembled

c) any:

- i. unauthorised appropriation of **data**
- ii. unauthorised transmission of **data** to any Third Party
- iii. misrepresentation or use or mis-use of **data**
- iv. operator error in respect of **data**

d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs 1. a) - 1.c) above

e) any action taken, or failure to take action, to prevent, control, limit or respond to anything described in sub-paragraphs 1. a) - 1. d) above.

This exclusion applies to all sections and extensions of this policy except those sections or extensions (where available and insured by this policy) noted below:

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| a) Employers' Liability               | g) Directors' and Officers' Liability |
| b) Public Liability                   | h) Personal Accident                  |
| c) Medical Malpractice                | i) Legal Expenses                     |
| d) Reputational Risks                 | j) Terrorism                          |
| e) Professional Indemnity             | k) Cyber                              |
| f) Trustees' and Directors' Indemnity | l) Equipment Breakdown.               |

4. The following cyber exclusion is added to WHAT IS NOT COVERED under each of sections 1 (Public and Products Liability) and 2 (Employers' Liability):

No indemnity will be provided in respect of any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion will not apply to legal liability to pay damages and **costs and expenses** resulting from:

- a) statutory liability under the Employers' Liability cover,
- b) liability caused by or arising out of a **cyber act** or a **cyber incident** that results in **bodily injury** to third parties or physical damage to third party material property
- c) liability arising under extension 6 Data Protection of section 1.

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion.

Continued....

Policy number ACY 2389211

## ENDORSEMENTS

### 330 INFECTIOUS DISEASE AND CYBER EXCLUSIONS AND DATA PROTECTION EXTENSION LIMIT

Continued....

#### 5. Amended limit - Data Protection extension (Public and Products Liability)

Under extension 6 Data Protection of section 1, the most **we** will pay is deleted and replaced by:

The most **we** will pay is:

- £1,000,000 for any **claim**, and for all **claims** in any one **period of insurance**, for damages and **costs and expenses** following civil cases against **you** for material and non-material damage
- £100,000 for any **claim**, and for all **claims** in any one **period of insurance**, for defence and prosecution costs awarded against **you** following criminal cases.

#### 6. The following changes are made to WHAT IS NOT COVERED under section 4 (Professional Indemnity):

a) The following cyber exclusion is added:

**We** do not cover any liability under this section of the policy for, or directly or indirectly arising out of, or in any way connected with:

- any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

Notwithstanding the above, no cover otherwise provided under this section for **claims made** arising from any negligent act, negligent error, negligent omission or negligent breach of duty committed in the conduct of **your activities** shall be restricted solely due to the use of a **computer system** or **data**.

b) Exclusion 2. a) is deleted and replaced by:

2. Liability directly or indirectly arising from:

- any **bodily injury** to any person or **damage** to, or destruction of, or loss of, including loss of use of, any property, unless directly caused by any negligent act, negligent error, negligent omission or negligent breach of duty

#### 7. The following cyber exclusion is added to WHAT IS NOT COVERED under section 3 (Trustees' and Directors' Indemnity):

No indemnity will be provided in respect of:

- any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing, or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto
- any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any **data** including any amount pertaining to the value of such **data**

However, this exclusion shall not apply to **claims made** which a **trustee or director** becomes legally liable to pay as damages and **costs and expenses** arising from a **wrongful act** involving access to, processing of, use of, or operation of, any **computer system** or **data**.



Policy number ACY 2389211

## ENDORSEMENTS

### 333 PARISH COUNCIL SCHEME ENDORSEMENT

1) The policy definition of **buildings** is deleted and replaced by:

#### **buildings**

1. the buildings at the **premises** used for **your activities**, including:
  - a) landlords fixtures and fittings
  - b) **fixed glass** forming part of the buildings
  - c) piping, ducting, cabling, wiring and associated control gear and accessories on the **premises** and extending to the public mains
  - d) tenants' improvements
  - e) **outbuildings**
  - f) walls, gates, fences, decking, lychgates, monuments, notice boards, nameplates, signs and fixed garden seating
  - g) paths, drives, car parks and other paved or hard-standing areas
  - h) swimming pools
  - i) fixed outdoor adventure and playground equipment
  - j) artificial playing surfaces
  - k) inspection covers and fixed:
    - i. lighting
    - ii. storage tanks
    - iii. plant
    - iv. alarm equipment
    - v. closed circuit television equipmentexternal to the buildings
  - l) the following items fixed to the buildings:
    - i. wind turbines less than 10kw generating capacity
    - ii. solar or photovoltaic panels less than 50kw generating capacity
  - m) aerials and satellite dishes fixed to the buildingsall belonging to **you** or for which **you** are responsible
2. the following property within **your** parish boundaries:
  - a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
  - b) multi-use games areasbelonging to **you** for which **you** are responsible and used for **your activities**

The definition of **buildings** does not include:

- a) bridges, dams, land piers, jetties, culverts, excavations and marquees
- b) property or structures in the course of construction, or erection and any materials or supplies in connection with such property or structure (except where insured under the Minor Contract Works extension to the Property Damage section of this policy)

2) The policy definition of **charity** is deleted and replaced by:

#### **charity**

- a) a registered or recognised charity or organisation holding charitable status
  - b) a volunteer organisation
  - c) a not-for-profit company
  - d) a company limited by guarantee
  - e) a Charitable Incorporated Organisation (CIO)
  - f) a Community Interest Company (CIC)
  - g) a social enterprise
- the purposes and objectives for which are recognised as charitable in law and are for the public benefit

For the Trustees' and Directors' Indemnity section only this definition is extended to include

- h) a parish, town or community council

Continued...

Policy number ACY 2389211

**ENDORSEMENTS**

333 PARISH COUNCIL SCHEME ENDORSEMENT

Continued...

3) The policy definition of **employee** is deleted and replaced by:

**employee** any person:  
 a) under a contract of service or apprenticeship with **you**  
 b) who is hired to, supplied to or borrowed by **you**  
 c) engaged under a work experience or similar scheme  
 d) helping as an authorised volunteer  
 e) who is a **trustee or director of yours**  
 while under **your** direct control and supervision and working for **you** in connection with **your activities**

For the Employers' Liability, Public and Products Liability and Professional Indemnity sections only, this definition is extended to include any:

f) labour only sub-contractor or anyone employed by them  
 g) self-employed person  
 h) parish, town or community councillors  
 while under **your** direct control and supervision and working for **you** in connection with **your activities**

For the Cyber section only this definition is extended to include any:

i) labour only sub-contractor or anyone employed by them  
 j) self-employed person  
 while under **your** direct control and supervision and working for **you** in connection with **your activities**

4) The policy definition of **premises** is deleted and replaced by:

**premises** that part of the buildings and grounds at each of the addresses shown in the schedule owned or occupied by **you** in connection with **your activities**

The definition of **premises** does not include:

a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins  
 b) multi-use games areas

5) The policy definition of **trustee or director** is deleted and replaced by:

**trustee or director** any natural person who was, is or becomes a (an):  
 a) trustee  
 b) director  
 c) officer  
 d) governor  
 e) member of a committee of management  
 f) shadow or de facto director  
 g) **employee** acting in a managerial or supervisory capacity of the **charitable body**

For the Trustees' and Directors' Indemnity section only this definition is extended to include parish, town or community councillors

6) The policy definition of **unoccupied** is deleted and replaced by:

**unoccupied** vacant, untenanted, empty or no longer in active use for a period exceeding 30 consecutive days

The definition of **unoccupied** does not include:

a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface,  
 b) outdoor gym equipment, war memorials and waste bins  
 multi-use games areas

SPECIAL NOTE (not forming part of this policy wording):

Buildings that are hired or loaned to third parties on an hourly or daily basis for specific functions or activities as part of your activities are not deemed to be unoccupied during the periods between each hiring provided no one period between each hiring exceeds 30 consecutive days.

Continued...

Policy number ACY 2389211

**ENDORSEMENTS**

333 PARISH COUNCIL SCHEME ENDORSEMENT

Continued...

7) Under section 14 (Property Damage), in respect of any:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
  - b) multi-use games areas
- the extensions of cover are not operative other than:
- Extension 2 Fees
  - Extension 3 Debris Removal
  - Extension 4 Statutory Regulation and Public Authorities.

8) Under section 14 (Property Damage) , the following is added to WHAT IS NOT COVERED:

**Damage to contents or stock** whilst in, or on, any:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
- b) multi-use games areas.

9) Under section 1 (Public and Products Liability), extension 12 PROPERTY OWNERS' LIABILITY is not operative in respect of any:

- a) fixed street furniture including but not limited to bus shelters, playground equipment and its associated hard or artificial surface, outdoor gym equipment, war memorials and waste bins
- b) multi-use games areas.

10) The EXCLUDED ACTIVITIES stated within endorsement 215 ACTIVITIES, shown in the schedule, do not apply to the extent that cover is provided by this endorsement. Section 1 is deemed to cover the following additional activity(ies):

Playground zipwires

- in connection with **your activities**, or
- whilst under the overall control of any **professional supplier** in connection with **your activities**.

11) DEFIBRILLATORS (PROPERTY DAMAGE)

The following extension is added to section 14

WHAT IS COVERED

DEFIBRILLATORS

**We** will pay for **damage** caused by any operative event under this section to any defibrillator, including its container, covered by this section:

- at the **premises** not contained in the **buildings** when secured to a permanently fixed structure
- away from the **premises** within the **territorial limits** and used in an attempt to save human life.

The most **we** will pay is £5,000 for any **claim**.

If a valid **claim** for any defibrillator, including its container, insured by this extension could also be a valid **claim** under the:

- Property Away from the Premises and Homeworking,
- Property of Employees, Members and Visitors,
- Exhibitions, Outside Catering and Fund-Raising, or
- Property in the Open

extension to this section, then only the extension that provides the widest cover will apply.

WHAT IS NOT COVERED

The exclusions for this section apply to the defibrillators extension other than where expressly varied and the following exclusion is added:

1. **Damage** by theft to such property from any unattended motor vehicle unless:
  - a) hidden from view in a closed glove, storage or luggage compartment or boot, and
  - b) all windows and sunroofs are securely closed and all doors, tailgate and boot are locked.

Policy number ACY 2389211

**ENDORSEMENTS**

46 LONG TERM UNDERTAKING

A discount of premium has been allowed in consideration of **you**, having an agreement with **us**, to offer annually for three years the insurance provided by this policy on the terms in force at the expiry of each **period of insurance** and to pay the premium, including all insurance premium tax, annually in advance or, with **our** agreement, by instalments.

This agreement applies to any policy(ies) that **we** may issue in place of this policy and the same discount will be allowed from the corresponding premium on the replacement policy(ies).

The expiry date of the current Long Term Undertaking is shown in the policy schedule.

Payment of the premium at the renewal date immediately following the expiry of the current agreement, shall be deemed acceptance by **you** of:

- the continuation of the agreement for a further three years, in line with the original agreement, and
- the terms, conditions and exceptions of this policy.

Provided that:

- a) **we** may end this agreement or amend the premium or change the terms, conditions or exceptions of this policy where:
  - i. there is any alteration described under the policy General Condition for Alteration of Risk, or
  - ii. changes in legislation or material legal precedents are established by any court of law, or
  - iii. material changes in reinsurance protection are imposed on **us** by reinsurers or the availability or cost of reinsurance to **us** changes
- b) this agreement does not apply to any section or part of a section providing Cyber, Equipment Breakdown, Legal Expenses or Terrorism,
- c) **we** shall be under no obligation to accept an offer to renew this policy made in accordance with this agreement, and
- d) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

49 DAY ONE - NON-ADJUSTABLE (PROPERTY DAMAGE)

The following policy definition is added:

**declared value** the cost of **reinstatement** of the **buildings** insured at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors that may operate subsequently) plus an allowance for:

- the additional costs of **reinstatement**
- professional fees
- debris removal costs

as insured under the Fees extension to the Property Damage section of this policy

**You** have stated to **us** in writing the **declared value** of the **buildings**, as shown on the schedule, and the premium under section 14 has been calculated accordingly.

At the inception of each **period of insurance**, **you** must notify **us** of the **declared value** of the **buildings** insured.

In the absence of such declaration, **we** will index-link the last amount declared by **you** and the resulting amount shall be taken as the **declared value** for the ensuing **period of insurance**.

In respect of the buildings items shown in the schedule, the underinsurance provisions in the Claims settlement for Property Damage are accordingly deleted and replaced by the following:

UNDERINSURANCE

- when **reinstatement** applies:  
 if at the time of the **damage**, the **declared value** (by the item in the schedule covering the **buildings** affected) is less than the cost of **reinstatement** (of all the **buildings** to which that **declared value** relates) at the inception of the **period of insurance**, then the amount **we** will pay will be reduced in the same proportion that the said **declared value** bears to the said cost of **reinstatement**.
- when **reinstatement** does not apply:  
 if at the time of the **damage**, the **declared value** (by the item in the schedule covering the **buildings** affected) is less than the total cost of rebuilding (all the **buildings** to which that **declared value** relates) at the inception of the **period of insurance** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the said **declared value** bears to the said total cost of rebuilding.

Date of issue 22/08/23

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Policy number ACY 2389211

## ENDORSEMENTS

340 TERRITORIAL EXCLUSION (PROPERTY) - GENERAL EXCLUSIONS  
The following general exclusion is added to this policy.

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

TERRITORIAL EXCLUSION (PROPERTY)

The following definition is added to this policy:

**excluded territory**

- a) Belarus (Republic of Belarus), and
- b) Russian Federation, and
- c) Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

any loss, **damage**, liability, cost or expense of whatsoever nature, directly or indirectly arising from, or in respect of, any:

- a) identity domiciled, resident, located, incorporated, registered or established in an **excluded territory**, or
- b) property or asset located in an **excluded territory**, or
- c) individual that is resident in or located in an **excluded territory**, or
- d) **claim**, action, suit or enforcement proceeding brought or maintained in an **excluded territory**, or
- e) payment in an **excluded territory**.

This exclusion will not apply to any coverage or benefit required to be provided by **us** by law or regulation applicable to **us**, however, the terms of any sanctions clause will prevail.

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) shown below:

- |  |                                       |
|--|---------------------------------------|
| a) Employers' Liability                          | f) Trustees' and Directors' Indemnity |
| b) Public Liability                              | g) Directors and Officers Liability   |
| c) Medical Malpractice                           | h) Personal Accident                  |
| d) Reputational Risks or PR Crisis Communication | i) Legal Expenses                     |
| e) Professional Indemnity                        | j) Cyber.                             |

## Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office PLC is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ansvar.co.uk/privacypolicy](http://www.ansvar.co.uk/privacypolicy) or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester GL3 4AW or on **0345 6073274** or email [compliance@ansvar.co.uk](mailto:compliance@ansvar.co.uk).

**Ansvar Insurance**, Ansva House,

31 St Leonards Road, Eastbourne, East Sussex BN21 3UR

Phone: **0345 60 20 999** or **01323 737541** | Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk) | Web: [www.ansvar.co.uk](http://www.ansvar.co.uk)

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## **DAS DATA PROTECTION**

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company (DAS). When you purchase and use this policy, DAS will process personal information about you, and anyone else whose details are provided to them to provide you with a service or claim.

DAS will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at <https://www.dasinsurance.co.uk/legal/privacy-statement>. Alternatively, you can make a request for a printed copy to be sent to you by contacting [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

**Ansvar Insurance**, Ansva House,  
31 St Leonards Road, Eastbourne, East Sussex BN21 3UR  
Phone: **0345 60 20 999** or **01323 737541** | Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk) | Web: [www.ansvar.co.uk](http://www.ansvar.co.uk)

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Proudly part of the Benefact Group – specialist financial services companies built to make a difference.

**PAPER 2 EMAIL ACCOUNTS – To review/approve**

Hi Sarah, I've had a look at this. For the 9 email accounts we could discount these to £24 per year (from £30 per year each) so the total costs would be £216 per year for the emails, £138 for the domain name (over 2 years) which means a total year one cost of £354.00.

I hope that helps.

**Matthew Morling**

IT Manager

t: 01473 345321

e: [matthew.morling@communityactionsuffolk.org.uk](mailto:matthew.morling@communityactionsuffolk.org.uk)

W: [www.communityactionsuffolk.org.uk](http://www.communityactionsuffolk.org.uk)

**From:** [tatt.pc@gmail.com](mailto:tatt.pc@gmail.com) <[tatt.pc@gmail.com](mailto:tatt.pc@gmail.com)>

**Sent:** Tuesday, September 19, 2023 7:40 PM

**To:** Matthew Morling <[matthew.morling@communityactionsuffolk.org.uk](mailto:matthew.morling@communityactionsuffolk.org.uk)>

**Subject:** RE: Email accounts

That's brilliant news Matthew – thanks so much!

In Tattingstone we have 9 Parish Councillors and myself so could you please give me details of the total cost and I will present this at the next Parish Council meeting.

Kind regards,

**Sarah Keys**

Tattingstone Parish Clerk

07807 799480

**From:** Matthew Morling <[matthew.morling@communityactionsuffolk.org.uk](mailto:matthew.morling@communityactionsuffolk.org.uk)>

**Sent:** Tuesday, September 19, 2023 12:22 PM

**To:** [tatt.pc@gmail.com](mailto:tatt.pc@gmail.com)

**Subject:** RE: Email accounts

Hello Sarah, this is something we can help with and supply you.

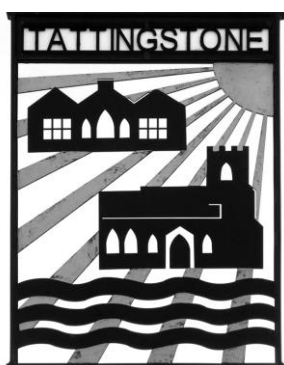
The cost for a .gov.uk domain name is £138 for 2 years and then each email address is £30 per year (although discounts may be available on bulk quantities which could reduce this to below £22 per email address per year)

We can handle everything for you so with your assistance we register the domain, create the email addresses and move your website address over.

**Matthew Morling**

IT Manager





Tattingstone Parish Council

# Dispensation Policy

Version 1.0

# DISPENSATION POLICY

## 1. INTRODUCTION

This policy sets out the general guidelines about the circumstances in which a dispensation will be granted which includes the requirement to use the appropriate form.

## 2. PRELIMINARY

The Localism Act 2011, section 31(4) states that a member who is present at a meeting of the Parish Council or of any committee, sub-committee or joint committee of the Council, and has a Disclosable Pecuniary Interest in a matter to be considered or being considered at the meeting (of which the member is aware) may not participate in the discussion of that matter at the meeting or participate in any vote taken on the matter at the meeting, unless a dispensation has been obtained from the Council under S33 of the Act.

As the Council has adopted the LGA Model Councillor Code of Conduct, the same criteria will also apply in respect of 'Other Registerable Interests' and 'Non-Registerable Interests', as defined in the Code.

## 3. TYPES OF DISPENSATIONS

The Council may grant one of the following dispensations:

- Partial dispensation – allow member to make a representation before leaving the meeting before the council debate and vote
- Full dispensation – take part in the debate and vote

## 4. RELEVANT PERIOD

Dispensations (under S33 of the Act) can be given for an item, meeting or period of up to 4 years (term of office).

## 5. DELEGATED AUTHORITY

If a member has a disclosable pecuniary interest in a matter, they may, before the meeting apply in writing to the Clerk for a dispensation. This policy delegates authority for this to be determined by the Clerk, in consultation with the Chairman of the Council (or Vice-Chairman if the Chairman is applying for the dispensation) so that a decision can be made before a meeting. Under this form of delegation, the decision is the Clerk's, but he/she must take into account the views of the Chairman or the Vice Chairman.

## 6. GROUNDS

Under s33 of the Localism Act 2011, a relevant authority may grant a dispensation under this section only if, after having had regard to all relevant circumstances, the authority:

- a) considers that without the dispensation the number of persons prohibited by section 31(4) from participating in any particular business would be so great a proportion of the body transacting the business as to impede the transaction of the business,
- b) considers that without the dispensation the representation of different political groups on the body transacting any particular business would be so upset as to alter the likely outcome of any vote relating to the business,
- c) considers that granting the dispensation is in the interests of persons living in the authority's area
- d) if it is an authority to which Part 1A of the Local Government Act 2000 applies and is operating executive arrangements, considers that without the dispensation each member of the authority's executive would be prohibited by section 31(4) from participating in any particular business to be transacted by the authority's executive, or
- e) considers that it is otherwise appropriate to grant a dispensation

**Disclosable Personal Interest**  
**Form for Application for Dispensation**

You may apply for a dispensation by completing this form and sending it to the Proper Officer of the Council as soon as possible before the date when the matter is to be considered. This form must be signed by the Councillor concerned.

A relevant authority may grant a dispensation for the one of the reasons set out in the following summary of Section 33 of the Localism Act

- (a) the number of persons prohibited from participating in the business is so great a proportion of the Council as to impede the transaction of the business,
- (b) the representation of different political groups on the body transacting the business is so upset as to alter the likely outcome of the vote,
- (c) granting the dispensation is in the interests of persons living in the authority's area,
- (d) in an authority operating executive arrangements, each member of the authority's executive is prohibited from participating in the business to be transacted by the executive, or
- (e) it is otherwise appropriate to grant a dispensation.

1.	Member's full name:	
2.	Name of Council:	<b>Tattingstone Parish Council</b>
3.	What is the matter which is to be considered and in respect of which you seek a dispensation?	
4.	What body (Council, a Committee or Sub-Committee) is this matter to be considered by?	

5.	What is the nature of your Disclosable Pecuniary interest?	
6.	What is the nature of your Personal interest?	
7.	What is the date of the meeting at which this matter is to be considered?	
8.	Please specify if you seek a dispensation just for the one meeting or for a longer period and if so what period? (maximum of 4 years).	
9.	Please set out below the reasons why you consider that the Council should grant this dispensation:	

Signed: .....

Date:

The integrity of the Council’s finances is to be protected by two of the three signatories checking and reviewing the invoices for payment for which they will have seen an original copy.

Within the Council’s Financial Regulations (4.1) – expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget or where prior approval has been given for such expenditure to be incurred (i.e. under contractual agreements)

Such authority is to be evidenced by a Minute or by an authorisation slip duly signed by the Clerk and where necessary also by the appropriate Chair. Invoices will only be processed for payment by the Parish Clerk once she is satisfied that the payment sums match the invoices produced.

**Accounts submitted for payment – Current Account**

Payee	Detail	Method	NETT	VAT	TOTAL
S. Keys	Clerk/RFO September Salary	Bank Transfer	477.30		477.30
S. Keys	Clerk’s Expenses	Bank Transfer	9.00		9.00
D. Childs	Playing Field Grounds Maintenance (inv. )	Bank Transfer	225.00		225.00
Leiston Press Ltd	Tattler Printing (inv. 60137)	Bank Transfer	268.00	3.00	271.00
SALC	Councillor Training and 6 months payroll (inv. 27638, 27639 & 27796)	Bank Transfer	200.00	40.00	240.00
Brantham Parish Council	50% cost of SLCC National Conference	Bank Transfer	195.00		195.00
HMRC	P30 Q2	Bank Transfer	358.00		358.00
Tattingstone Parish Council	Transfer of funds from Barclays Current Account to Lloyds Current Account	CHQ - 101476	12501.00		12501.00

**Receipts allocated**

	Detail	Method	TOTAL
Babergh District Council	Precept 2 of 2	Dep	7750.00
Mrs L M Riddell	Tattler Advert – payment possibly made in error	Dep	16.00
Mrs L M Riddell	Tattler Advert	Dep	20.00
Essex & Suffolk PE	Tattler donation	Dep	100.00

Presented by:..... Sarah Keys, Responsible Finance Officer

Countersigned by:..... Chair to the Parish Council

All payments authorised under The Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012

**Note: Council resolved at the 2019 Annual Meeting that it met the eligibility conditions, and this continues right through until the next relevant annual meeting which will be May 2023. This is regardless of whether the Council continues to meet those conditions for the duration, (para 7.12 of the Explanatory Memorandum to The Parish Councils (General Power of Competence) (Prescribed Conditions) Order 2012 refers.**

SUBJECT TO ADDITIONS

**Tattingstone Parish Council**  
**Summary of Receipts and Payments**

All Cost Centres and Codes

**Administration**

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
8	Payroll costs				110.00	285.40	-175.40	-175.40 (-159%)
9	Audit				350.00	210.00	140.00	140.00 (40%)
10	Hall Hire				250.00	249.00	1.00	1.00 (0%)
11	Website/email				100.00	180.80	-80.80	-80.80 (-80%)
12	Insurance				550.00		550.00	550.00 (100%)
13	Training				200.00	60.00	140.00	140.00 (70%)
14	GDPR Costs				40.00		40.00	40.00 (100%)
15	Miscellaneous					630.00	-630.00	-630.00 (N/A)
16	Staff recruitment							(N/A)
17	Election costs				1,000.00	142.23	857.77	857.77 (85%)
<b>SUB TOTAL</b>					<b>2,600.00</b>	<b>1,757.43</b>	<b>842.57</b>	<b>842.57 (32%)</b>

**CIL**

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
5	CIL income	500.00		-500.00				-500.00 (-100%)
31	CIL expenditure					264.99	-264.99	-264.99 (N/A)
<b>SUB TOTAL</b>		<b>500.00</b>		<b>-500.00</b>		<b>264.99</b>	<b>-264.99</b>	<b>-764.99 (-153%)</b>

**Income**

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1	Precept	15,500.00	15,500.00					(0%)
2	Bank interest	5.00	15.22	10.22				10.22 (204%)
3	Allotments							(N/A)
34	VAT reclaim		768.60	768.60				768.60 (N/A)
<b>SUB TOTAL</b>		<b>15,505.00</b>	<b>16,283.82</b>	<b>778.82</b>				<b>778.82 (5%)</b>

**Neighbourhood Plan**

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
32	Neighbourhood Plan Income							(N/A)
33	Neighbourhood Plan expenditure					9,970.00	-9,970.00	-9,970.00 (N/A)
<b>SUB TOTAL</b>						<b>9,970.00</b>	<b>-9,970.00</b>	<b>-9,970.00 (N/A)</b>

**Other items**

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
29	Purchases/assets				548.00		548.00	548.00 (100%)
30	Miscellaneous/project support				2,600.00		2,600.00	2,600.00 (100%)

# Tattingstone Parish Council

## Summary of Receipts and Payments

2 October 2023 (2023 - 2024)

All Cost Centres and Codes

<b>SUB TOTAL</b>	<b>3,148.00</b>	<b>3,148.00</b>		<b>3,148.00 (100%)</b>
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### Salaries

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
6	Clerk/RFO Salary				4,200.00	2,487.44	1,712.56	1,712.56 (40%)
7	Clerk/RFO expenses				220.00	66.15	153.85	153.85 (69%)
<b>SUB TOTAL</b>					<b>4,420.00</b>	<b>2,553.59</b>	<b>1,866.41</b>	<b>1,866.41 (42%)</b>

### Services

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
23	Bin emptying				350.00	279.18	70.82	70.82 (20%)
24	Litter bin purchases				300.00		300.00	300.00 (100%)
25	Playground inspection				100.00		100.00	100.00 (100%)
26	General Village Maintenance				200.00		200.00	200.00 (100%)
27	Play area grass cutting				2,000.00	1,982.50	17.50	17.50 (0%)
28	Street lighting				550.00	343.63	206.37	206.37 (37%)
<b>SUB TOTAL</b>					<b>3,500.00</b>	<b>2,605.31</b>	<b>894.69</b>	<b>894.69 (25%)</b>

### Subscriptions/grants/Donator

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
18	SALC Subscription				237.00	273.77	-36.77	-36.77 (-15%)
19	SLCC Subscription				100.00		100.00	100.00 (100%)
20	Donations				800.00	483.26	316.74	316.74 (39%)
21	Church Support				800.00	800.00		(0%)
<b>SUB TOTAL</b>					<b>1,937.00</b>	<b>1,557.03</b>	<b>379.97</b>	<b>379.97 (19%)</b>

### Tattingstone Tattler

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
4	Tattingstone Tattler Income		436.00	436.00				436.00 (N/A)
22	Tattingstone Tattler Expenditure				400.00	536.00	-136.00	-136.00 (-34%)
<b>SUB TOTAL</b>			<b>436.00</b>	<b>436.00</b>	<b>400.00</b>	<b>536.00</b>	<b>-136.00</b>	<b>300.00 (75%)</b>

### Summary

<b>NET TOTAL</b>	<b>16,005.00</b>	<b>16,719.82</b>	<b>714.82</b>	<b>16,005.00</b>	<b>19,244.35</b>	<b>-3,239.35</b>	<b>-2,524.53 (-7%)</b>
V.A.T.					2,518.46		
<b>GROSS TOTAL</b>		<b>16,719.82</b>			<b>21,762.81</b>		



## Tattingstone Parish Council

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

*Name and Role (Clerk/RFO etc)*

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

*Name and Role (RFO/Chair of Finance etc)*

	<b>Bank Reconciliation at 30/09/2023</b>			
	Cash in Hand 01/04/2023			50,750.74
	<b>ADD</b>			
	Receipts 01/04/2023 - 30/09/2023			16,719.82
				67,470.56
	<b>SUBTRACT</b>			
	Payments 01/04/2023 - 30/09/2023			21,762.81
<b>A</b>	<b>Cash in Hand 30/09/2023</b> (per Cash Book)			<b>45,707.75</b>
	Cash in hand per Bank Statements			
	Petty Cash	30/09/2023	0.00	
	Current Account	30/09/2023	12,501.93	
	Deposit Account	30/09/2023	3,205.82	
	Lloyds Account	30/09/2023	30,000.00	
				<b>45,707.75</b>
	Less unrepresented payments			
				45,707.75
	Plus unrepresented receipts			
<b>B</b>	<b>Adjusted Bank Balance</b>			<b>45,707.75</b>
	<b>A = B Checks out OK</b>			



## CIL SPENDING REVIEW – April 2023 for the year ending 31 March 2024

Neighbourhood CIL is governed by the CIL Regulations and the rate at which it is paid is set out in national legislation. For those Parish Councils with a made Neighbourhood Plan it is 25% (with no CAPO and for Parishes where there is no made Neighbourhood Plan it is 15% subject to a cap which is set out nationally (in legislation). *The cap is worked out at £100 index linked per occupied property within the parish. The cap rate is set for the year and changes on the 1<sup>st</sup> January each year.*

### 1. CIL Resources available

CIL funding currently stands at:

Financial Year	Income	Expenditure	CIL running Total	Timescales
2021-22	£7,485.48		£7485.48	06.10.26
2022-23	£10,838.85		18,323.85	07.04.27
2023-24		263.99	18,059.86	
	<i>Committed</i>	<b>£6406.00</b>	£11,653.86	Balance after committed funds
<b>Totals</b>	<b>£18,323.85</b>	<b>£263.99</b>		

### 2. Projects completed as bids against the Neighbourhood CIL Pot

*The following projects having been previously approved as valid projects for the Neighbourhood CIL pot are now completed with monies being fully paid out*

Project	Budget	Predicted Cost	Sources of External Funding	Neighbourhood CIL (Parish) Funding	Start date	Current Position
Purchase of new dog litter bin	Parish CIL funding	£263.99	None	£263.99	July 2023	Dog litter bin ordered

### 3. Projects identified as potential bids against the Neighbourhood CIL Pot

*The following projects have been identified as valid bids against the Neighbourhood CIL Pot, have approval and are awaiting completion with monies being fully allocated and therefore committed:*

Project	Budget	Predicted Cost	Sources of External Funding	Neighbourhood CIL (Parish) Funding	Start date	Current Position
Play area updates	None allocated	£20,000	Neighbourhood CIL (BDC)	<b>£6406.00</b>	Once BDC CIL Funding approved	Funding request to BDC CIL underway

### 4. The following projects may be identified or submitted as potential discussion bids and will provide the basis for infrastructure spending as developments come online

Items highlighted in GRAY will be identified on an “as and when demand” as the parish continues to grow

Project	Budget	Predicted Cost	Sources of External Funding	Neighbourhood CIL (Parish) Funding	Additional consultation required	Further information
New Grit Bins	On as an when basis			Neighbourhood CIL (Parish)		
New Waste Bins	On as and when basis			Neighbourhood CIL (Parish)		

## **PAPER 8 – CORRESPONDENCE TO NOTE**

**ITEM ONE: (For Consideration/agreement of next steps)**

**From:** Holbrook Parish Clerk <HolbrookParishClerk@outlook.com>

**Sent:** Friday, September 8, 2023 3:46 PM

**To:** Clerk Tattingstone <tatt.pc@gmail.com>

**Subject:** Quiet Lanes

Dear Sarah,

Holbrook Parish Council has asked me to write to you to see if Tattingstone Parish Council would consider registering an interest in designating the lane from Tattingstone to Hales Grove, Holbrook as a Quiet Lane. Holbrook PC are fully aware that they have missed the opportunity to do this formally and they are also aware that there is no funding currently! However, they have registered an interest via Councillor Simon Harley in creating a Quiet Lane from Hyams Lane, through Hales Grove to Woodlands Corner and it was suggested that it would be ideal if the Quiet Lane could go all the way through to Coxhall Lane and Coxhall Road ending at the junction of the road leading to the White Horse.

I hope this makes sense and wonder if you would be kind enough to put this suggestion to the Council at a convenient time.

Kind regards.

Jo Hazlewood

Holbrook Parish Council Clerk

**ITEM TWO: (For information)**

St. Mary's Church  
Tattingstone  
Highfield House  
School Road  
Tattingstone  
Ipswich  
IP9 2NJ

11th September 2023

Dear Sarah,

I am writing on behalf of St. Mary's Church Tattingstone PCC to acknowledge & to say thank you to the Parish Council for the cheque we received to the value of £800 towards the maintenance of the Churchyard.

We appreciate this gesture in enabling us to have the churchyard maintained.

Thank you very much for this donation, it is a great help to us.

Kind regards

Linda Smalley  
Treasurer

**ITEM THREE: (For information)**

**From:** Beth Eaton <bEaton@anglianwater.co.uk>

**Sent:** Monday, September 18, 2023 3:42 PM

**To:** tatt.pc@gmail.com

**Subject:** Re: Lemons Hill Bridge - concerns

Hi Sarah,

Thank you for your email.

I have forwarded this onto the Park Manager who is looking into this for you along with the Water treatment works to identify who is responsible for the bridge area and we can then look at getting it cleaned up.

Thank you for bringing this to our attention and we will keep you updated on the progress.

Kind Regards,

**Beth Eaton**

Administrator

**AVH Parks Ltd**

Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, United Kingdom, PE29 6XU

[www.anglianwaterparks.co.uk](http://www.anglianwaterparks.co.uk)

**From:** Beth Eaton <[bEaton@anglianwater.co.uk](mailto:bEaton@anglianwater.co.uk)>

**Sent:** Thursday, September 14, 2023 12:18 PM

**To:** Beth Eaton <[bEaton@anglianwater.co.uk](mailto:bEaton@anglianwater.co.uk)>

**Subject:** Alton Water - Change of Management

Hi There,

As one of our user group members of Alton Water, I would like to inform you of a change of management that has taken place at the park.

John Taylor has now moved into a new role as Project and Estates Manager within Anglian Water and the Parks Team and Andy Woolnough has now taken on the role as Park Manager of the Alton Water site.

If you have any questions regarding this or any other matters at Alton Water, then please don't hesitate to get in touch and we look forward to seeing you at our annual user group meeting next year.

Kind Regards,

**Beth Eaton**

Administrator

## Proposal for a change of format for reporting on the Tattlers finances.

*“The Tattler accounts will be shown separately on the balance sheet each month.”*

The above is an excerpt from the PC minutes 04/01/2021, [minutes-21.01.04.pdf](#) ([tattlingstoneparishcouncil.co.uk](http://tattlingstoneparishcouncil.co.uk)) it is acknowledged that payments to and from the Tattler are included, but within the general payments Made/Received by the PC.

The issue of the Tattlers financial affairs has featured on a number of occasions over the last few meetings.

This agenda item is an attempt to clarify the accounts to the satisfaction of all the councillors of the Tattler going forward, what I am proposing is in line with the statement from the PC minutes and is a suggestion that we adopt a more detailed approach to the the Tattlers financial affairs.

Below is a proposed template for finances for the current month Debits and Credits, with a YTD overview, detailing all the transactions and the current indicative balance for Tattlers affairs, so in effect each month the council has a clear view of all activities in the past month and the current financial year.

I look forward to discussing this at the next meeting.

Description	Credits	Debits	Comments	Bal 01/10/23	Bal 01/04/23
Nov-23					
				CR	CR
				DR	
				Bal 31/10/23	
					Total
					DR
					Total
					Bal 31/10/23

# **TATTINGSTONE TATTLER**

## **EDITOR SERVICE AGREEMENT**

This Service Agreement (herein referred to as “the Agreement”) dated .....is between Tattingstone Parish Council (herein referred to as “the Council”) and .....(herein referred to as “the Editor”).

The Editor has agreed to provide services (herein referred to as “the Services”) to the Council on the terms and conditions set out in the Agreement, and the Council is of the opinion that the Editor has the proper and necessary qualifications, experience and abilities to provide the Services to the Council.

Therefore, the Council and the Editor agree as follows:

### **Scope of Work**

The Editor is to provide the Council with the Services including:

Editorial services from ..... for the following ..... months for the Tattingstone Tattler which is produced six-times a year (bi-monthly) including, but not limited to, collation of submissions from contributors and advertisers, proof reading and providing printers with print ready proofs.

Editorial services for the Tattingstone Newsletter for each successive period of 12 months thereafter on similar terms by mutual agreement between the Council and the Editor.

The Services will include any other tasks which the Council and the Editor may agree on.

### **Term of Agreement**

The Agreement will begin on ..... and will continue until terminated as provided in the Agreement.

A review of the Agreement will be undertaken in the twelfth month of the agreement. Thereafter the Agreement will continue for each successive period of 12 months thereafter unless and until terminated as provided in the Agreement.

In the event that either party breaches a material provision under the Agreement, the non- defaulting party may terminate the Agreement immediately and require the defaulting party to indemnify the non-defaulting party against all reasonable damages.

### **Termination**

If either party wishes to terminate the Agreement, the terminating party must provide 60-day written notice to the other party.

### **Confidentiality**

Confidential information refers to any data or information relating to the business of the Council, which would reasonably be considered to be proprietary to the Council including, but not limited to, accounting records, advertiser details, contributor details or publicly sensitive data, where the release of confidential information would cause harm to the Council or breach of data protection law.

The Editor agrees not to disclose, divulge, reveal, report or use for any purpose confidential information provided by the Council to the Editor, except as authorised by the Council, or as required by law. The obligations of confidentiality will apply during the term of the Agreement and will survive indefinitely upon termination of the Agreement.

All written and oral information and material disclosed or provided by the Council to the Editor under the Agreement is confidential information, regardless of whether it was provided before or after the date of the Agreement, or how it was provided to the Editor.

### **Editorial Agreement**



The Editor agrees to make transparent decisions on editorial content. Priority will be given to local advertisers and pieces of interest when space and budgetary constraints allow.

Editorial decisions are made by the Editor alone and will not be offensive or discriminatory in any way. Any content that is deemed to be discriminatory or offensive in any way will be removed and may result in immediate severance of the Agreement.

Before printing a copy of the proposed edition will be sent to the Parish Clerk for review and proof-reading.

### **Ownership of Intellectual Property**

All intellectual property and related material that is produced under the Agreement will be the sole property of the Council. The use of the intellectual property by the Council will not be restricted in any manner.

The Editor shall not use the intellectual property for any purpose other than that contracted for the Agreement, except with the written consent of the Council. The Editor will be responsible for any and all damages resulting from the unauthorised use of intellectual property.

### **Return of Property**

Upon the expiry or termination of this Agreement, the Editor will return any property, documentation, records or confidential information which is the property of the Council.

### **Assignment**

The Editor will not voluntarily, or by operation of the law, assign or otherwise transfer its obligations under this Agreement without the prior consent of the Council.

### **Independent Editor**

The Editor is acting as an independent Editor in providing the services under the Agreement, and not as an employee. The parties agree that the Agreement does not create a joint venture or partnership between them.

### **Modification of Agreement**

Any modifications or amendments to the Agreement will be binding if evidenced in writing and signed by each party.

### **Notice**

All notices or demands required or permitted by the terms of the Agreement will be given in writing and delivered to the parties

### **Integration**

The Agreement contains the entire agreement and understanding by and between the Council and the Editor and no representations, promises, agreement or understandings, written or oral, not herein contained shall be of any force or effect.

### **Governing Law**

The Agreement will be governed by and construed in accordance with the laws of England.

### **Severability**

In the event that any of the provisions of the Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Signed:

Signature (Council)

Name : Andrea Mendel  
For Tattingstone Parish Council  
Date

Signature (Editor)

Name: Denise Hawes  
Editor  
Date

